

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

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 Financial & Planning 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 on a project-by-project bases as set forth therein in an amount not to exceed \$750,000 over a primary term of thirty-six (36) months, with a one-year option period with an amount not to exceed \$250,000.

Department: El Paso International Airport
Districts: All

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

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

INFRASTRUCTURE 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

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 Financial & Planning 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 on a project-by-project basis as set forth therein in an amount not to exceed \$750,000 over a primary term of thirty-six (36) months, with a one-year option period with an amount not to exceed \$250,000.

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
FINANCIAL & PLANNING SERVICES

This Agreement for Financial & Planning 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 professional services for the El Paso International Airport (“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 within **EXHIBIT “D,”** involving a Request for Qualifications (“RFQ”) 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 the Consultant agree as follows:

ARTICLE I - EXHIBITS

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

Exhibit “A” – Airport Financial & Planning Scope of Services
Exhibit “B” – Consultant’s Hourly Rates
Exhibit “C” – FAA Clauses
Exhibit “D” – Solicitation No. 2016-273R (“RFQ”) & Consultant’s Proposal
(incorporated by reference only and not attached)

The RFQ and the Proposal are incorporated herein by reference 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 professional services for the City as a professional consultant to EPIA on a project-by-project basis. The Services shall consist of those services identified within the Scope of Services as further described in **EXHIBIT “A”**, subject to **EXHIBIT “D”**.

- 2.2 The Consultant shall serve as the City's professional representative in those projects to which this Agreement applies and shall give consultation and advice to the City during the performance of services.
- 2.3 The City hereby designates the City's Director of Aviation, hereinafter referred to as 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 the 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.

ARTICLE III - CONSULTANT FEES

- 3.1 **PAYMENT TO CONSULTANT.** The City shall pay to the Consultant for all services performed pursuant to this Agreement within the initial term, and the total amount paid to the Consultant during the initial term shall not exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)**.

If the City chooses to exercise the option to extend the term of this Agreement for one additional year, the City shall pay the Consultant for all services performed pursuant to this Agreement for the additional one year period, and the total amount paid to the Consultant shall not exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**.

Payments shall be made in accordance with and subject to the requirements noted within this Agreement, including the invoice requirements and the Consultant's hourly rates attached hereto as **EXHIBIT "B"**.

- 3.2 **CONSULTANT'S SERVICES.** The services to be provided by the Consultant for this Agreement are more fully described within **EXHIBIT "A"**, subject to **EXHIBIT "D"**.
- 3.3 **CONSULTANT'S INVOICES.** The Consultant shall bill the City not more often than monthly, through written invoices pursuant to the completion of requested services. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rates. All invoices shall be made in writing.
- 3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant or that project, the current invoiced amount and the amount billed to date for that project. In addition to this summary, each invoice shall provide a progress report, which shall describe, at a minimum, the progress of the project to date also indicating the percentage of completion of any project phases.

3.3.2 The City agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the 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 the Consultant shall not exceed the Consultant's fee proposal per project.

3.4 **COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its exhibits, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the 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 thirty-six (36) months. The City, in its sole discretion, may extend the term of this Agreement for an additional one (1) year period, by providing Consultant with written notice within ninety (90) days prior to the expiration date of the Agreement, and the City and the Consultant will agree in writing to extend the term of this Agreement for the addition one (1) year period. Any option to extend the term of this Agreement shall be subject to the same terms and conditions of this Agreement.

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 the 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 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the City to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a minimum limit of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) on a claims made basis.

5.1.4 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 and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the Department of Aviation with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement. Consultant shall furnish the Department of Aviation with duplicate originals of the insurance policies with City named thereon as an additional insured.

5.1.6 GENERAL INSURANCE NOTICE PROVISION. All certificates and policies 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. THE CONSULTANT OR ITS INSURER 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 CAUSED BY THE CONSULTANT'S OWN ERRORS, OMISSIONS, AND NEGLIGENT OR WRONGFUL ACTS ARISING OUT OF OR RELATED TO THIS AGREEMENT. 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 CONSULTANT EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONSULTANT MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE 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 FEDERAL FUNDING REQUIREMENTS

The following provisions shall apply throughout the performance of this Agreement because federal funds are involved.

A. CIVIL RIGHTS ACT OF 1964, TITLE VI - CONSULTANT CONTRACTUAL REQUIREMENTS

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

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21 .5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

B. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure 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 obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or 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. In the case of Consultants, this provision binds the Consultants 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.

C. DISADVANTAGE BUSINESS ENTERPRISE

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than **thirty (30)** days from the receipt of each payment the prime Consultant receives from **City of El Paso, Aviation (El Paso International Airport)**. The prime Consultant agrees further to return retainage payments to each subconsultant within [specify the same number as above] days after the subconsultant'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 of El Paso, Aviation (El Paso International Airport)**. This clause applies to both DBE and non-DBE subconsultants.

D. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

(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 any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

E. ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

F. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants 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 shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

G. RIGHTS TO INVENTIONS

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

H. TRADE RESTRICTION CLAUSE

The Consultant or subconsultant, 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 Consultant or subconsultant who is unable to certify to the above. If the Consultant 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 Consultant 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 Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Consultant 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 Consultant or subconsultant 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 Consultant 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.

6.2 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 agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, including but not limited to the Federal Aviation Administration through a Grant Agreement or Cooperative Agreement with the 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 agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over the services provided pursuant to this Agreement.

The Consultant or its subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts, if applicable. Failure by the Consultant to carry out these requirements

is a material breach of this Agreement, which may result in the termination of this Agreement.

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.

- 6.3 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 professional 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 professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to accomplish the same. The Consultant shall timely notify the Director of any delay beyond its control for any project and the Director may extend the time initially agreed upon, in the event of delays which the Director reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.
- 7.2 CONSULTANT'S QUALITY OF WORK.** The 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 professional service. This schedule initially agreed upon per project shall include allowances for periods of time required for the City's review, for the performance of the City's Consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or 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.** Upon payment of amounts due, all drawings, specifications, concepts, designs and other documents prepared by the Consultant for any project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the City, who shall be vested with all common law and statutory rights. The City shall have the right to the use of the drawings, specifications and other documents for the maintenance, repair, remodeling and renovation of any project arising from such Instruments of Service; provided, however, that the Consultant shall have no liability for any use of one or more of the Instruments of Service by the City for maintenance, repair, remodeling and renovation of such a project. The City shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the drawings, specifications, concepts, design and other documents. The rights granted to the City herein for the use of the drawings, specifications and other documents for additional projects shall not grant the City any right to rely upon the Consultant’s seal on the drawings and specifications or to hold the Consultant responsible for any subsequent use of the drawings, specifications and documents. The Consultant shall provide the City with copies of the Instruments of Service in both electronic form and in hard copy.
- 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 on this Project 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 may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to: The City of El Paso
 Attn: 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 **ATTORNEY'S FEES.** If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.
- 7.12 **CONFLICTING PROVISIONS.** Any provision contained in any exhibits to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.
- 7.13 **ENTIRE AGREEMENT.** This Agreement, including exhibits, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations,

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

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

APPROVED ON THIS _____ DAY OF _____, 2016.

CITY OF EL PASO:

Tommy Gonzalez
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Marvin Foust
Assistant City Attorney

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

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____ 2016,
by Tommy Gonzalez, as the City Manager for the City of El Paso.

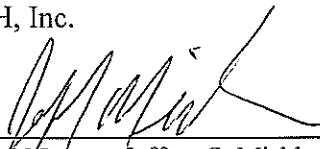
Notary Public, State of Texas

My Commission Expires

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

CONSULTANT:

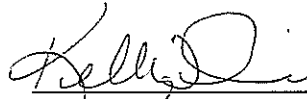
RS&H, Inc.


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

ACKNOWLEDGEMENT

STATE OF Texas)
)
COUNTY OF Harris)

This instrument was acknowledged before me on the 21st day of March 2016,
by Jeffrey S. Mishler, as Vice President for RS&H, Inc. (Consultant).


Notary Public, State of Texas

My Commission Expires
02/14/2020

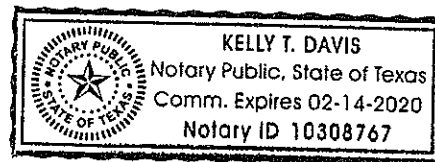


EXHIBIT "A"

SCOPE OF SERVICES

**El Paso International Airport
Airport Financial & Planning Services
Scope of Work**

SCOPE OF WORK AND MINIMUM REQUIREMENTS

1. TECHNICAL SPECIFICATIONS

In some instances, it may have been impracticable to detail all items in specifications or on drawings because of variances in consultants' methods of achieving specified results. In such instances the Contractor shall be required to furnish all labor, materials, drawings, and services necessary to produce and furnish "Airport Financial & Planning Services" [or deliverables] which are completely serviceable, functional and ready for use by the City of El Paso.

2. SCOPE OF WORK

The City of El Paso is requesting written Proposals from qualified Airport financial and planning consultants interested in providing certain professional services for the City of El Paso and El Paso International Airport (ELP).

All work performed on this Contract must comply with Federal requirements associated with the fund source(s) being used or potentially to be used. The Contract shall be a three-year Contract with renewal options, if offered in Section A, at the City of El Paso's discretion.

Upon submittal of all deliverables, the City of El Paso will retain full ownership of all data products. If materials are copyrighted, they must be in the City's name, meaning that the City is free to redistribute the data to other agencies, the private sector and the general public. This includes the display and distribution of the data through the world-wide-web.

The ensuing contract will require a high degree of management and technical expertise and experience directly related to "Airport Financial & Planning Services". Therefore, the Contractor (primary consulting firm) must have extensive experience in the direction, coordination and preparation of "Airport Financial & Planning Services" for airports of similar size to the El Paso International Airport. Likewise, the Contractor's consultant team must have technical, professional and project management expertise to prepare "Airport Financial & Planning Services" that addresses all of the elements as outlined in this scope.

2.1.1 Financial Services

Financial services include airline rates and charges calculations as well as facilitating the annual airline meeting. The Contractor shall provide assistance in the business and financial planning as well as the development of policies, objectives, and implementation strategies of the rental car concession program in conjunction with the development/construction of the consolidated rental car (ConRAC) facility. Services shall include, but not limited to planning, coordinating and conducting meetings with the rental car companies and other shareholders, overseeing the transition from construction to turning over to rental car agencies, and providing supporting documentation, working papers, and graphics as needed and requested.

The Contractor shall provide assistance with financial analyses (i.e. cash flow analyses) and recommendations related to the Airport's Capital Improvement Plan (Copy of proposed 2016 CIP provided below). Projected expenditures should be balanced against projected yearly income from all, but not limited to, airport leases and other operations, grants, and bond sales (if any) to determine annual Airport Enterprise Fund balance. Revenues estimated should be segregated by categories, such as parking revenue, property leases, grants, etc. Where grants are projected as revenue, the consultant should be careful to avoid assuming that all grant eligible expenditures can be financed with grants without projecting a reasonable limit to the amount of grants that may be expected/projected for an airport of this size.

Prepare any new Passenger Facility Charge program applications or amendments.

2.1.2 General Advisory and Planning Services

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

- 2.1.2.1** Airfield and airspace issues – Conduct airfield and airspace analyses, and provide drawings and exhibits, as needed. Airspace concerns to be considered include, but are not limited to, FAR Part 77 surfaces, TERPs surfaces, and other existing or proposed conditions, such as buildings, roadways, etc.
- 2.1.2.2** Aviation database and tracking tools – Provide technical assistance as needed for the Airport's Property Leases database.
- 2.1.2.3** Land Use Planning – Provide assistance in land use planning as needed and requested, to include master-planning undeveloped and developed land, highest and best use determination, as well as industry benchmarking. Updating and amending development standards, all in a fashion compatible with aviation use and current Airport developments. Includes preparation of documents and graphics as needed.

- 2.1.2.4 Economic and financial analyses and aviation forecasts – Provide studies/analyses regarding traffic forecasts, financial benchmarking, and industry trends.
 - 2.1.2.5 Environmental Overviews in association with the National Environmental Policy Act (NEPA) – Provide consulting services on environmental issues, to include environmental assessments. <http://www.epa.gov/region1/nepa/>
 - 2.1.2.6 Modeling of airspace and land side systems – Conduct studies and provide recommendations as needed, e.g., gate utilization, terminal area aircraft parking, vehicle parking, ground transportation and Airport access.
 - 2.1.2.7 Public Information/Communications – Creation/implementation of public information and community involvement programs as needed.
 - 2.1.2.8 Security issues – Provide consulting services regarding security-sensitive issues and programs as requested and needed.
 - 2.1.2.9 Surveys – Coordinate and conduct passenger surveys to benchmark Airport's customer satisfaction ratings.
 - 2.1.2.10 Terminal operations and facilities – Conduct studies and provide recommendations regarding Airport terminal operations and facilities as requested and needed, e.g., capacity, traffic flow, passenger services, terminal space utilization and project feasibility studies.
 - 2.1.2.11 Provide technical assistance for master plan update, including sustainability component.
 - 2.1.2.12 Safety Management Systems (SMS) Implementation, either in part or in full, upon final guidance issued by the FAA. <http://www.faa.gov/>
 - 2.1.2.13 Other Services – Provide services or coordination for services to provide counsel, negotiation, assistance and document preparation and representation before the FAA, TSA and other agencies having jurisdiction over the Airport.
3. The awarded Contract is for On-Call Services as described above. The Airport shall designate a management contact to make each work assignment to the Contractor. These work assignments shall be delivered in writing with an expected due date, a clear description of the professional services to be rendered, and the expected end product. The Contractor shall acknowledge such work assignment, provide an estimated cost to complete along with a list of professional services to be performed, and be solely responsible for its completion.

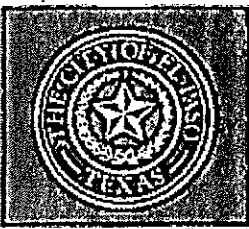


EXHIBIT "B"

Purchasing & Strategic Sourcing Department

FEE PROPOSAL

Please provide Transaction Fee Schedule – Include cost for services within specification and optional services offered.

Specification (Master Plan) -- Provided under separate cover.

Optional Services (Airport Financial and Planning Services) - The following represents billing rates for RS&H and its subconsultants to perform various services under the on-call portion of the contract.

Staff Level (Specialty)	Billing Rate
Officer (RS&H)	\$294
Project Manager / Senior Planner (RS&H)	\$264
Planner (RS&H)	\$179
Junior Planner (RS&H)	\$92
Senior Financial Planner (RS&H)	\$280
Air Service Planner (RS&H)	\$195
Senior Architect / Terminal Planner (RS&H)	\$225
Environmental Planner (RS&H)	\$175
Junior Environmental Planner (RS&H)	\$89
Senior Engineering / Design Support (RS&H)	\$237
Engineering / Design Support (RS&H)	\$207
Junior Engineering / Design Support (RS&H)	\$89
Administrative Support (RS&H)	\$70
Financial Planning Officer (Ricondo & Associates)	\$334
Financial Planning Director (Ricondo & Associates)	\$287
Financial Planning Managing Consultant (Ricondo & Associates)	\$238
Financial Planning Senior Consultant (Ricondo & Associates)	\$197
Senior Engineer / Project Manager (Kimley-Horn & Associates)	\$255
Financial Planning Senior VP (Unison Consulting)	\$242
Financial Planning Principal (Unison Consulting)	\$242
Financial Planning Director (Unison Consulting)	\$201
Concessions Planning Director (Unison Consulting)	\$201
Airspace Planning (McWade Airport & Airspace Planning, LLC)	\$150
Economic Expert (Dr. Fullerton)	\$200
Public Relations Account Supervisor (Lopez Marketing Group)	\$120
Public Relations Director (Lopez Marketing Group)	\$90
Public Relations Assistant (Lopez Marketing Group)	\$60
Principal Engineer (Moreno Cardenas Inc.)	\$226
Engineering Associate (Moreno Cardenas Inc.)	\$85
Partner, Legal Counsel (Daniel Markind, Weir & Partners, LLP)	\$450
Legal Counsel (Weir & Partner, LLP)	\$275

Bruce D. Collins, CPPO

City 1 | 300 N. Campbell Street | El Paso, Texas 79901 | (915) 212-0043

"Delivering Outstanding Services"

Mayor
Oscar Leeser

City Council

District 1
Peter Svarzbein

District 2
Larry Romero

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michiel R. Noe

District 6
Claudia Ordaz

District 7
Lily Limón

District 8
Cortney C. Niland

City Manager
Tommy Gonzalez

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 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	

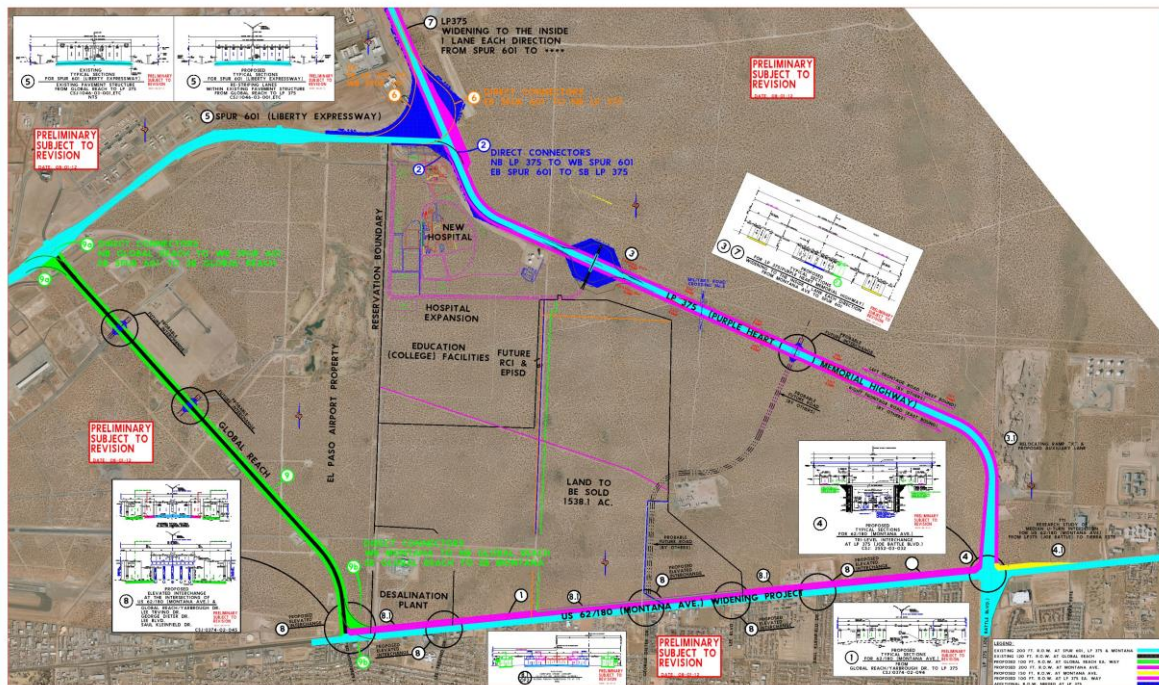




EPIA Master Plan Update

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?