

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

DEPARTMENT: Sun Metro

AGENDA DATE: January 26, 2010

CONTACT PERSON NAME AND PHONE NUMBER: Jay Banasiak, Director of the Mass Transit Department, 534-5810 and R. Alan Shubert, P.E., City Engineer 541-4423

DISTRICT(S) AFFECTED: District 8

SUBJECT:

That the City Engineer be authorized to sign the Third Amendment to the Agreement for Architectural Services by and between the City of El Paso and Aguilar & Mesta, Inc. d/b/a Perspectiva for a project known as "Westside Transit Terminal" in the amount of Nineteen Thousand Fifty Six and 25/100 Dollars (\$19,056.25) thereby extending the contract amount from a total of \$174,246.00 to \$193,302.25.

BACKGROUND / DISCUSSION:

In order to provide exceptional employee service Sun Metro would like to add a drivers lounge and restroom facilities to the new Westside Transit Terminal. The drivers lounge and restroom facilities area would be located next to the existing public waiting areas. The design of this area shall include but not limited to the following: electrical, mechanical/plumbing, heating, cooling and structural. The addition shall complement the aesthetics of the proposed terminal building, shall be functional for the purpose of providing customer service, comply with ADA requirements, comply with all local, state, and federal building codes. The designer shall be responsible to submit required sets to City of El Paso Development Services Department for review and approval. The designer shall be responsible to obtain approval from Development Services Department before the construction documents are submitted to the contractor for a price quote, provide specifications which include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. All specifications must comply with established specification standards and formats.

PRIOR COUNCIL ACTION:

City Council awarded the construction contract for the Westside Transit Terminal Solicitation No. 2009-079 April 28, 2009.

AMOUNT AND SOURCE OF FUNDING:

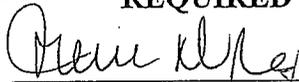
60600011/508016/11711/PCP09MT005 Funding Source: American Recovery and Reinvestment Act (ARRA)

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Engineer be authorized to sign the Third Amendment to the Agreement for Architectural Services by and between the City of El Paso and Aguilar & Mesta, Inc. d/b/a Perspectiva for a project known as "Westside Transit Terminal" in the amount of Nineteen Thousand Fifty Six and 25/100 Dollars (\$19,056.25) thereby extending the contract amount from a total of \$174,246.00 to \$193,302.25.

ADOPTED THIS _____ DAY OF _____ 2010.

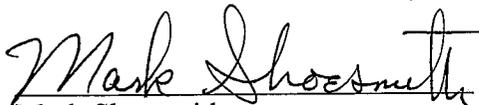
CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

APPROVED AS TO FORM:



Mark Shoemith
Assistant City Attorney

APPROVED AS TO CONTENT

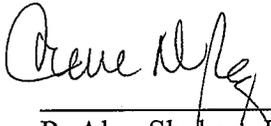


Jay Banasiak, Director
Mass Transit Department

4. **Terms and Conditions.** All terms and conditions of the Agreement and all subsequent amendments thereto, except as herein revised, shall remain in full force and effect.

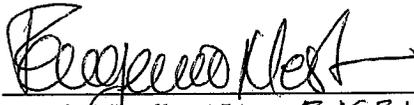
WITNESS THE FOLLOWING SIGNATURES AND SEALS:

CITY OF EL PASO:


for _____
R. Alan Shubert, P.E.
City Engineer

CONSULTANT:

Aguilar & Mesta, Inc. d/b/a/ Perspectiva



~~Martin Needle, AIA~~ ~~EWEN IO MESTA~~
Vice President

APPROVED AS TO FORM:



Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT:



Jay Banasiak
Sun Metro Director of Mass Transit

(Acknowledgement page to follow)

PERSPECTIVA 

December 17, 2009

Irene D. Ramirez, P.E.
 Assistant City Engineer
 City Of El Paso
 2 Civic Center Plaza
 El Paso, Texas 79901

RE: Westside Transit Terminal
 Subject: Proposal for additional A/E services

Dear Ms. Ramirez:

Herewith is our fee proposal for additional Architectural and Engineering Services; to add a "Drivers Lounge and Restroom Facilities" including civil, landscape, electrical, mechanical, plumbing and structural.

Our proposed fee is \$19,056.25 (Nineteen Thousand Fifty Six and, 25/100 Dollars); this fee includes Civil, Landscape, Architectural, MEP and structural consultants. New drawings will be produced and present applicable drawings will be revised as necessary. We have considered a different structural consultant "MM Structural Engineers, Inc" for the additional services due to our original consultant. closing their local office; and we have not included a cost estimator since we have a general contractor on board.

Breakdown of our fee is as follows:

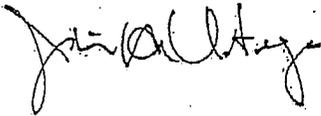
1. Civil, Villaverde Civil Engineers:	\$3,500.00, see attached letter
2. Landscape, Landscape Architectural Services:	\$1,834.00, see attached letter
3. Perspectiva:	\$6,000.00, see attached breakdown
4. MEP, Robinet & Ramos:	\$2,252.25 see attached breakdown
5. Structural, MM Structural Engineers, Inc.:	\$3,800.00, see attached letter
6. Cost Estimate	\$ 920.00, see attached
7. TDLR/ ADA	\$ 750.00, review and inspection

TOTAL: \$19,056.25

We and our consultants are ready to work and resubmit our "Preliminary Design Phase" as soon as we receive notice to proceed from you.

Thank you.

Sincerely,



Jesus Ortega / Project Manager

Architecture . Engineering . Construction Services

7380 Remcon Circle, Suite A
 El Paso, Texas 79912
www.perspectiva.net
 p (915) 833-2488
 f (915) 833-3424

1218 E. Vandell St.
 El Paso, Texas 79902
 p 915.351.8822
 f 915 3518823

VILLA VERDE
 CIVIL ENGINEERS

September 25, 2009

PERSPECTIVA
 7380 Remcon circle
 Suite A
 El Paso, Texas 79912

Attention: Mr. Jesus Ortega / Mr. Martin B. Needle A.I.A.

Reference: West Side Transit Terminal – Additional Services
 Drivers Lounge and Restrooms Area
 West and East Shelters

Dear Sir:

We propose to render professional civil engineering services in connection with the *addition to the West Side Transit Terminal on Drivers Lounge and Restrooms and two shelters*. (Hereinafter called the "Project").

You are expected to furnish us with full information as to your requirements. This will include architectural layout and conceptual grading plans any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing information of the property appropriate for design and in Digital – AutoCAD format. Plus a boundary, topographic and improvement survey tied to a known monument with the location of the existing underground service lines in and around the project area, the survey should also include the flood zone designation.

This information will be provided to us along with this signed agreement.

Our Basic Services will consist of preparing grading and drainage plans. Our services include submitting our drawings to the appropriate Engineering Departments, and all meetings where our drawings will be considered for approval.

- ✓ Grading and Drainage plan.
- ✓ All design work will conform to local codes.
- ✓ Prepare requirements submittals for review by Departments with jurisdiction over the project and address concern/comments encountered by Engineering Staff.
- ✓ Review construction shop drawings, issue clarifications of plans, and perform three visits to the site.

Exclusions

We specifically exclude the following:

- ✓ Landscape and Irrigation plans
- ✓ LEED services.
- ✓ Geotechnical engineering and/or material testing services.
- ✓ Boundary, topographic and improvement surveying
- ✓ Underground surveying services.



1218 E. Yandell St.
 El Paso, Texas 79902
 p 915.351.8822
 f 915 3518823



Exclusions continue ..

- ✓ Services related to zoning, planning or site development.
- ✓ Design services related to utility work.
- ✓ Review and permit fees assessed by agencies with jurisdiction over approval of Project
- ✓ Any related work to environmental (asbestos abetments etc.)
- ✓ Master storm drainage study.
- ✓ Historical and Environmental services
- ✓ Job-site safety.
- ✓ Utility connections for building to service lines.
- ✓ Construction activities, means, methods, sequence procedures, techniques or scheduling.
- ✓ U.S. Corps of Engineering Section 404 Permitting
- ✓ Flood land reclamation studies.
- ✓ Construction survey.

The completed drawings will be delivered in reproducible hard copy and on computer diskette in PDF format. All original drawings prepared under this agreement remain the property of Villaverde Inc.

- ✓ Drivers Lounge and Restrooms Area / East Shelter and the North Driveway \$2,200.00
 - ✓ West Shelter \$1,300.00
- Our fee for the above Basic Civil Engineering Services will be a lump sum of \$3,500.00

Additional Services and Direct Cost will be charged on the basis of the Attachment "A." We will bill you monthly for services and Reimbursable Expenses. The above financial arrangements are on the basis of prompt payment of our bills (within 30 days of the date of invoice) and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. This proposal and the attachments "A" and "B" represents the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactory sets forth you understanding of our agreement, we would appreciate you signing the enclosed copy of this letter in the space provided below and returning it to us. This proposal and agreement will terminate on December, 2009 unless changed by us in writing.

Sincerely,

Ramon Villaverde P.E.
 Principal

accepted this _____ day of _____, 2009.
 PERSPECTIVA.

Signed: _____

By: _____
 (Printed Name)

Attachments: A-Standard Billing Rate Schedule
 B- Standard Terms and Conditions



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VILLA VERDE
 CIVIL ENGINEERS

Attachment "A"

Reference:

<u>Classification</u>	<u>Hourly Rates</u>
✓ Principal	\$105.00
✓ Associate	\$95.00
✓ Engineer IV	\$85.00
✓ Engineer III	\$75.00
✓ Engineer I/II	\$62.00
✓ Engineer Technician III	\$52.00
✓ Engineer Technician II	\$45.00
✓ Engineer Technician I	\$30.00
✓ Administrative	\$30.00
✓ Secretary/Receptionist/Clerk	\$25.00

Direct Cost

- ✓ Sub-consultant: Cost x 1.10
- ✓ Reproduction/Copying (outside): Cost x 1.10
- ✓ Miscellaneous (Fed Ex., Telephone, Etc.): Cost x 1.10
- ✓ Blue Line Reproduction (in house): \$1.00/sheet
- ✓ Mileage: \$0.40/mile
- ✓ Travel/Lodging/Meals-at Cost





STANDARD TERMS AND CONDITIONS Attachment "B"

These Standard Terms and Conditions are incorporated by reference into the foregoing agreement or proposal (the "Agreement") between Villaverde Inc. and its client ("Client") for the performance of engineering, surveying, planning or other services (Villaverde Inc. Services). These Standard Terms and Conditions are fully binding upon Client just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict herewith.

Period of Offer. Any proposal by Villaverde Inc. to provide services must be accepted within ninety (90) days of the proposal. This ninety (90) days period may only be extended by mutual written agreement of both Villaverde Inc. and Client. Villaverde shall have the option of canceling a Villaverde Inc. proposal at any time prior to the original or extended expiration date of the proposal. In the event the Client accepts a Villaverde Inc. proposal by executing and delivering either the signed original or copy to Villaverde Inc. the signed Villaverde Inc. proposal and the attachments expressly incorporated therein by reference shall constitute the entire agreement between the parties (Agreement"). If the client requests that Villaverde Inc. begin work prior to the Client's execution of the proposal, and Villaverde Inc. does perform work in accordance with the proposal, the proposal and these terms and conditions shall constitute the Agreement between Client and Villaverde Inc. even if Client fails to return and executed counterpart of the proposal to Villaverde Inc.

- ✓ **Scope of Services.** Villaverde Inc. for the fee agreed to, shall only be obligated to perform those services expressly described in this Agreement. Unless expressly provided for herein in no event does Villaverde Inc. have any obligation or responsibility for:
- The correctness and completeness of any document, which was prepared by another entity.
 - The correctness and completeness of any drawing prepared by Villaverde Inc. unless it was properly sealed by a professional on behalf of Villaverde Inc.
 - Favorable or timely comment or action by any government entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions of exceptions of waivers, or other requests or documents of any nature whatsoever.
 - Taking into account off-site circumstances other than those clearly visible and actually known to Villaverde Inc. from on-site work.
 - The actual location (or characteristics) of any portion of a utility, which is not entirely visible from the surface.
 - To furnish or verify specifications or requirements related to PCB transformer removal, disposal, or related services.
 - The correctness of any geotechnical services performed by others, whether or not subcontractors of Villaverde Inc.
 - The accuracy of earthwork estimates and quantity take-off(s), or the balance of earthwork cut and fill.
 - Should shop drawings review be incorporated into the Scope of Services, Villaverde Inc shall pass upon the shop drawings with reasonable promptness. Checking and/or approval of shop drawings will be general, for conformance with the design concept of the Project and compliance with the information given in the Contract Documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirement neither nor as relieving the Contractor of the responsibility for any error in details dimension or otherwise that may exist. Villaverde Inc. does not provide legal, accounting, or insurance services.
- Clients Oral Decisions.** Client or any of Client's directors, officers, partners, members, managers, employees or agents having apparent authority from Client, may orally: (a) make decisions relating to Villaverde Inc. Services of the Agreement; (b) request a change in the scope of Villaverde Inc. Services under the Agreement; or (c) request the performance by Villaverde Inc. Of additional services under the Agreement; provided, however, that Villaverde Inc. shall have the option to require that client submit such decision or request in writing before such decision or request will be deemed to have been effectively made. Client may from time to time and at any time limit the authority of any or all persons to act orally on Client's behalf under this Paragraph 3, by giving seven (7) days advance written notice to Villaverde Inc.
 - Property Rights.** The drawings, specifications and other documents prepared by Villaverde Inc. under this Agreement are instruments of Villaverde Inc. 's services for use solely with respect to the project to which this Agreement relate (the Project) and, unless otherwise provided, Villaverde Inc. shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. Client shall be permitted to retain copies, including reproducible copies of said instruments of service for information and reference in connection with the Project. Villaverde Inc's drawings, specifications, or other documents shall not be used by Client or other on other projects for any reason or for completion of this Project by other professionals, unless client makes an agreement for such use satisfactory to Villaverde Inc. Submission or distribution of documents to meet official regulatory requirements of for similar purposes in connection with the Project is not to be construed as publication inconsistent with Villaverde Inc. reserved rights.
 - Fees and Compensation.** In the event the Client request Villaverde Inc. to perform services not specifically described in the Agreement, Client agrees to compensate Villaverde Inc. for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule unless a written agreement has been signed by both parties indicating the fee basis of such additional changes. In the event no rate of compensation is set forth on Attachment A, or through written agreement, Villaverde Inc. shall be compensated for such services at Villaverde Inc.'s then current hourly rates. Villaverde Inc. may unilaterally increase its lump sum or unit billing rates on each anniversary of Client's acceptance of this Agreement, by up to five percent (5%) or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at the discretion of Villaverde Inc.
 - Period of Service.** The provisions of this Agreement and the compensation provided for hereunder have been established in anticipation of the orderly and continuous progress of the project Villaverde Inc's obligation to render services will extend only for that period which may reasonable be required to complete the work in an orderly and continuous manner and Villaverde Inc. may then, at its sole option, terminate the Agreement.
 - Opinions of Cost.** Since Villaverde Inc. has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Villaverde Inc's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Villaverde's experience and qualifications and represent Villaverde Inc's best judgment as and experienced and qualified professional engineer, familiar with the construction industry; however Villaverde Inc., cannot and does not guarantee the proposal, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Villaverde Inc.
 - Reimbursable Expenses.** Unless otherwise provided for the Agreement client shall reimburse Villaverde Inc., for all expenses incurred by Villaverde Inc. in connection with the performance of services for Client under this Agreement, plus fifteen percent (15%). Villaverde Inc. may submit invoices for reimbursable expenses separately from invoices for services.
 - Payment Terms.** Villaverde Inc may submit invoices at any time to Client for Villaverde Inc. services and for reimbursable expenses incurred. Invoices are payable within thirty (30) days of the invoice date, and Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on any unpaid balance not received by Villaverde Inc. with thirty (30) days of the invoice date. Invoices may be based wether upon Villaverde Inc's estimate of the proportion of the total services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of services. In the event any invoice is not paid within thirty (30) days of the invoice date, Villaverde Inc. shall have the right either to suspend the performance of further Villaverde Inc. services until all invoices to client under this or any other agreement more than thirty (30) days past due are fully paid, or to terminate the Agreement and to initiate proceedings to recover amounts owed by Client. Additionally, Villaverde Inc. shall have the right to withhold from Client the possession or use of any drawings or documents prepared by Villaverde Inc. for Client under this or any other agreement with Client until all delinquent invoices are paid in full. Client shall not offset payments of Villaverde Inc. invoices by any amounts due, or claimed to be due for any reason. If Client does not give Villaverde Inc written notice disputing an invoice with twenty (20) days of the date thereof the invoice shall conclusively be deemed correct. All payments made by Client should specify the invoice numbers being paid. If payments are received that do not specify the invoices being paid Villaverde Inc. may apply payments at Villaverde Inc. sole discretion. Time is of the essence for client's payment obligations, and the failure of client to pay any sum to Villaverde Inc. in full and when due shall be deemed a material breach.
 - Information from Client and Public Sources.** Client shall furnish Villaverde Inc. all plans, drawings, surveys, deeds and other documents related to the services in Client's possession and shall inform Villaverde Inc. in writing about all special criteria or requirements related to Villaverde Inc. services (together "Client Information"). Villaverde Inc. may also obtain deeds, plats, maps and any other information filed with or published by any governmental entity (together "Public Information") Villaverde Inc. may rely on Client Information and Public Information in pursuing Villaverde Inc. services. Villaverde shall not be responsible for errors or omissions or additional costs arising out of reliance on Client Information or Public Information. Villaverde Inc. shall not be responsible for any special criteria or requirements related to Villaverde Inc's serviced not expressly identify pursuant to the Agreement. Client agrees to give prompt notice to Villaverde Inc. of any development or occurrence that affects the scope or timing of services, or any defect in the final work submitted by Villaverde Inc., or errors or omissions of others as they are discovered. Villaverde Inc. shall not be responsible for any adverse consequence arising in whole or in part from Client's failure to provide accurate or timely information approvals and decisions as required for the orderly progress of the work.
 - Plan Processing.** Villaverde Inc. may submit plans and related or other documents to public agencies for approval. However, it may be necessary, in order to serve the interest



- and the needs of the Client, for Villaverde Inc. to perform special processing such as meetings and conferences with different agencies, hand carrying plans or other documents form agency to agency, and other specialized services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with Villaverde Inc.'s applicable hourly rate schedule.
10. Meeting and Conference. As provided for Prime Agreement, Villaverde Inc., will attend all meetings and conferences that are reasonably required by Client or its representatives. Furthermore, Villaverde Inc. will meet on an as-needed basis with public agencies that might be involved in the Project. Because Villaverde Inc. cannot forecast the scope and nature of these meetings and conferences Villaverde Inc., will perform meeting and conferences services on an hourly fee basis and accordance with Villaverde Inc.'s applicable hourly rate schedule.
 11. Client Claims. Client releases Villaverde Inc. and its partners, members, managers, directors, officers, employees, agent and subcontractors from and waives all claims of any nature for any and all errors or omission by Villaverde Inc. or any of its partners, employee's agents, or subcontractors, in the performance of this Agreement, as this Agreement may from time to time be amended, or in the performance of any supplementary services in any way related to this Agreement, unless the Client has strictly complied with all of the following procedures for asserting a claim, as to which time is of the essence: a. Client shall give written notice within ten (10) days of the date that client discovers, or should, in the exercise of ordinary care, have discovered that it has or may have a claim against Villaverde Inc. If Client fails to give Villaverde Inc. written notice within such ten (10) days, then such claim shall forever be barred and extinguished. b. If Villaverde Inc. accepts the claim, Villaverde Inc shall have a reasonable time to curvy any error or omission and any damage resulting there from. This shall be Client's sole remedy, and Client may not itself cause the error or omission, or any damage resulting there from to be cured if Villaverde Inc. is ready willing and able to-do so. c. In the event that Villaverde Inc. rejects the claim, it shall give Client written notice of such rejection within thirty (30) days or receipt of the notice of claim from Client. Client shall then have sixty (60) days in which to furnish Villaverde Inc. with an opinion form a recognized expert in the appropriate discipline, corroborating Client's claim that Villaverde Inc. committed an error or omission, and establishing that the error or omission arose from the failure to use the degree of care ordinarily used by professionals in the discipline in the jurisdiction location to the Project. If Client fails to furnish Villaverde Inc. such an opinion from a recognized expert within sixty (60) days from the date of notice of rejection, then such claim shall forever be barred and extinguished. d. Villaverde Inc. shall have sixty (60) day period from receipt of the written opinion of an expert within which to reevaluate any claim asserted by client. If Villaverde Inc. again rejects such claims, or if the sixty (60) day period from receipt of the written opinion of the expert elapses without action by Villaverde Inc., Then Client may have recourse to such other remedies as may be provided under this Agreement.
 12. Hazardous or Toxic Wastes of Substances, Pollution or Contamination. Client acknowledges that service rendered by Villaverde Inc. under this Agreement may or will involve or be affected by hazardous or toxic wated or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. In order to induce Villaverde Inc. to enter into this Agreement, Clients agrees to indemnify and hold Villaverde Inc. harmless from any and all liabilities, losses and damages of any nature, including actual attorneys' fees and related cost and expenses arising out of any and all claims of any nature made against Villaverde Inc. which relate in any way both to (a) any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by Villaverde Inc., of its obligations under the Agreement , whether or not such performance by Villaverde Inc. is claimed to have been or was or may have been negligent. Unless otherwise expressly set forth in this Agreement, Villaverde Inc. shall have no responsibility for searching or identifying any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but in the event that Villaverde Inc. discovers or suspects that presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxio waste or substances the Villaverde Inc. in its sole discretion and at any time, may stop work under or terminate this Agreement, in which event Villaverde Inc. will have no further liability to client for performance under this Agreement, and Client shall make the payment to "Villaverde Inc. required by Paragraph 13 of these Standard Terms and Conditions.
 13. Termination. Either party may terminate the Agreement in the event of a material breach by the other party. Client shall immediately pay Villaverde Inc., for all services rendered and expenses incurred through the termination date, including fees and expenses incurred by Villaverde Inc. as result of the termination.
 14. Payment of Other Professionals. In the event this Agreement includes continuation of work begun by other architects, engineers, planners, surveyors, or professionals; Villaverde inc. may suspend services until Client makes arrangements satisfactorily to such other professionals for payment. If satisfactory arrangements have not been made within a time-determined by Villaverde Inc. to be reasonable, then Villaverde inc. may in its sole discretion terminate this Agreement.
 15. Assignment and Third-Party Beneficiaries. Neither Villaverde Inc. nor the Client shall assign or transfer any rights interests or claim arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than Client's, Villaverde Inc's partners, employees, agents and subcontractors. Villaverde Inc's partners, employees, agents and subcontractors shall also have and be entitle to the protection offered. Villaverde Inc. under Paragraphs 8,11,12,15,19 and 21 of this Agreement. The foregoing notwithstanding Villaverde Inc. may employ independent consultants, associates, and subcontractors, as it may deem necessary in order to perform Villaverde Inc. services. Additionally, Villaverde Inc. may assign its right to receive compensation hereunder.
 16. Controlling Law. This Agreement is to be governed by the law of the principal place of business of Villaverde Inc.
 17. Dispute Resolution. In an effort to resolve any conflicts that arise during the design or construction of the project of following the completion of the project, the Client and Villaverde Inc. agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree, otherwise. The Client and Villaverde Inc. further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors. Sub consultant's suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
 18. Severability. If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and the rights of Villaverde Inc. and Client shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
 19. Limitations on Liability. The liability of Villaverde Inc. and of Villaverde Inc's partners, employees, agents and subcontractor for any loss, property damage or bodily injury of or to Client caused in whole or in part by error or omission of Villaverde Inc. or of any of the partners, employees, agents or subcontractors of Villaverde Inc. in the performance of this Agreements, as this agreement may from time to time be amended, or in the performance of any supplementary services in any ways related to this Agreement, shall be limited in the aggregate to the amount of fees therefore paid to Client to Villaverde Inc. for services. Client releases, waives and shall not seek contribution from or indemnification's by Villaverde Inc. for any claims of any nature made against Client by any other person who may suffer any loss, property damages or bodily injury in any manner associated with the services rendered by Villaverde Inc. and by its partners, employees, agents and subcontractors under this Agreement, as this Agreement may form time to time be amended, or any supplementary services in any ways related to this Agreement. Villaverde Inc. shall not be liable to Client, in any event or for any amount, for delays or for consequential, special or incidental damages, or for punitive or exemplary damages. Should client find the terms of this Paragraph 19 unacceptable Villaverde Inc. is prepared to negotiate a modification in consideration of an equitable surcharge to pay Villaverde Inc's additional insurance premiums and risk.
 20. Payment of attorney's Fees. The losing party shall pay the wining party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim of demand arising under this Agreement in any court or in arbitration; provided, however, that the attorneys fees in respect to collection of compensation due from Client to Villaverde Inc. shall be assessed at 25% of any judgment or award against Client for such compensation plus the attorneys expenses and costs.
 21. Indemnification. Client shall indemnify and hold Villaverde Inc's employees, agents and subcontractors harmless from and against any and all liability, claims and demands for losses, property damages and bodily injury arising out of work undertaken on the Project by Client, or Client's contractor, subcontractor or other independent company or consultant employed by Client to work on the project, or their respective officers, partners, employees, agents or assigns; or arising out of any other operation no matter by whom performed, for and on behalf of Client, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omission by Villaverde Inc. or any of its partners, employees, agents or subcontractors in the performance of this Agreement, as the same may from time to time be amended, or in the performance of any supplementary service in any ways related to this Agreement.
 22. Integration Clause. The Agreement represents the entire agreement of the parties. Nor prior representation statements, or inducements made by either Villaverde Inc. Client, or their respective agents, that is not contained in the Agreement shall enlarge, modify alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
 23. Job-Site Safety. Neither the professional activities of the Villaverde Inc., nor the presence of the Villaverde Inc. and his or her employees and sub-consultants at a construction /project site, shall relieve the General Contractor of these obligations duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Villaverde Inc. and his or her personnel have no authority to exercise, stop and control over and construction contractor or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be carried out in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.
 24. Villaverde Inc. doesn't guarantee the project will achieve LEED certification or realize any particular energy savings. Villaverde Inc. is not responsible for any environmental or energy issues that arise out of the Owner's use and operation of the completed project.

LANDSCAPE ARCHITECTURAL SERVICES

Registered Landscape Architects and Irrigation Consultants

TEXAS

NEW MEXICO

ARIZONA

630 GARY LANE
(915) 422-7739

EL PASO, TEXAS 79922
E-mail: las@elp.rr.com

PROPOSAL FOR ADDITIONAL LANDSCAPE DESIGN SERVICES

November 16, 2009

Mr. Jesus Ortega, AIA
Perspectiva
7380 Remcon Circle
EL Paso, Texas 79912

RE: Additional Services to Revise Site
Westside Transit Terminal Facility
City Of El Paso
EL Paso, Texas

Dear Mr. Ortega:

I appreciate the opportunity to work with you and submit this proposal for landscape architectural services for the above project. The following is a scope of work and services that will be provided by this firm.

Scope of work:

Revise landscaping scheme for the exterior Transit Terminal Facility to accommodate the revisions to the site plan for restrooms, concession area, planter area in parkway and a new shelter. Review the entire site for compliance with city ordinances based on the revisions to the overall site. Provide revised landscape and irrigation design for all new additions or revised landscaped areas. Landscape and irrigation plans shall comply with City of El Paso Landscape Ordinances and TCEQ Agency of the State of Texas who controls the state's irrigation design.

DESIGN FEES:

Landscape Architect	12 Hrs x \$107 = \$1,284.00
Cad Operator	10 Hrs x \$55 = \$ 550.00
Secretarial	0 Hrs x \$38 = \$ 0.00
TOTAL	\$1,834.00

Perspectiva shall provide all revised electronic files with site information for the project.

"LAS is making a difference in the quality of El Paso's built and natural environment through people, service, knowledge and design."

Westside Transit Terminal				
Hour Breakdown for Additional Services				
Drivers Lounge including Bidding/Specs				
15-Dec-09				
		Cost	Hours	Total
1	Principal Architect	\$156.00	8	\$1,248.00
2	Project Architect	\$118.00		
3	Project Manager	\$80.00	16	\$1,280.00
4	CAD III	\$68.00	45	\$3,060.00
5	CAD II	\$58.00		
6	CAD I	\$48.00		
7	Intern Architect	\$52.00		
8	Clerical	\$38.00	6	\$228.00
9	Construction Admin.	\$80.00		
10	Runner	\$27.50	1	\$27.50
11	Expenses		1	\$156.50
12		TOTAL		\$6,000.00



3214 E. Yandell, Suite A • El Paso, Texas 79903
ph 915-562-5225 • fx 915-562-5226 • 1-888-268-4224

Project Name: Westside Transit Terminal - Drivers Lounge Location: _____ Date: 10/13/2009
Multiplier: 3.00 normal Project No.: _____ Prepared By: JHR

Task Description	\$125.00/ Hr. Engineer	\$75.00/ Hr. CADD Designer	50.00/ Hr. Admin.	50.00/ Hr. Clerical	Travel			TOTAL
Additional Services:								
Background adjustment -		3.5						3.5
Re-design - site utilities & lighting to accommodate new location of terminal	3	7						10
Pre-Final Design	1.5	3						4.5
Final Design	1.5	3	3.5	4				12
	6	16.5	3.5	4	0			30
	\$240.00	\$330.00	\$52.50	\$60.00	\$0.00			\$682.50
Multiplier	3.00	3.00	3.00	3.00	3.00			
	720.00	990.00	157.50	180.00	0.00			2,047.50
							10%	204.75
TOTAL LABOR COST:								2,252.25
Direct Costs:		Quantities		Rate				
Mileage		0	\$0.505	\$0.00				
Air Fare		0	\$300.00	\$0.00				
Per Diem		0	\$50.00	\$0.00				
Hotel		0	\$125.00	\$0.00				
Rental Car		0	\$180.00	\$0.00				
								\$2,252.25

MM STRUCTURAL ENGINEERS INC.

PROPOSAL TO PROVIDE PROFESSIONAL SERVICES

CLIENT: Perspectiva
 DATE: October 14, 2009
 PROJECT: Driver's Lounge and Restrooms at Westside Transit Terminal
 PROPOSAL: MM09-135

PROJECT INFORMATION

At your request, we have studied the information provided to us with the purpose of providing you with a fee proposal for structural engineering services for the design of a new driver's lounge and restroom building.

According current information the scope of the work is comprised of providing structural engineering services for:

Item 1: 450sf driver's lounge and restroom bldg.

SERVICES TO BE PROVIDED BY MM STRUCTURAL ENGINEERS INC.

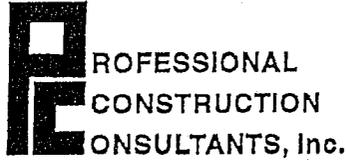
ITEM NO. 1: 450sf driver's lounge and restroom bldg.

- Our scope of work includes the structural engineering of a 450sf building to be located at the Westside Transit Terminal. We presume it will be constructed with load bearing light-gage steel walls, steel roof structure and metal roof deck. The new building will be placed next to the original terminal restrooms. If it is intended to use the original building's wall, we will need to be provided with plans for the original restroom building.

SUMMARY OF PROPOSED FEES AND ALLOWANCES

Item No. 1: 450sf driver's lounge and restroom bldg. \$3,800.00

This cost represents a lump sum fee and shall be billed fully at the end of the design phase.



December 16, 2009

Mr. Jesus Ortega
 PERSPECTIVA GROUP, INC.
 7380 Remcon Circle, Suite A
 El Paso, Texas 79912

Re: WESTSIDE SUN METRO TRANSIT TERMINAL DRIVERS' LOUNGE
 ADDITION
 City of El Paso
 El Paso, Texas

Dear Mr. Ortega:

We are hereby submitting this fee proposal to provide construction cost estimating services on the above referenced project based on the scope of work described in your e-mail dated December 15, 2009 which includes a 432 square feet building addition.

Our services shall include one Final estimate at the 90% - 100% of the Construction Documents design phase.

Our services will not include the Mechanical and Electrical cost estimates; however, we will coordinate our estimating efforts with you and with your Mechanical and Electrical Engineering Consultants to obtain the necessary information and appropriate cost estimates to provide you with a complete construction cost estimate.

Our fee for the above mentioned services will be as follows:

	A/S/C	MEP	TOTAL
Preliminary Estimate:	N.A.	N.A.	N.A.
Final Estimate:	\$920.00	By Others	\$920.00
Totals	\$920.00	\$0.00	\$920.00

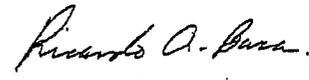
The above fees will be billed upon the completion of each estimate and these fees are due and payable in full within 30 days of presentation of invoice.

WESTSIDE SUN METRO TRANSIT TERMINAL DRIVERS' LOUNGE ADDITION
City of El Paso
El Paso, Texas
Page 2

Please review the above information and return a signed copy of this proposal at your earliest convenience. If you need additional information, do not hesitate to contact us.

We appreciate the opportunity to be part of your team on this project and we are looking forward to the continuation of our excellent business relationship.

Sincerely,
PROFESSIONAL CONSTRUCTION CONSULTANTS, INC.


Ricardo A. Baca, FCPE.
President

Accepted by: _____
PERSPECTIVA GROUP, INC.

Date: _____