

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: February 15, 2011

CONTACT PERSON NAME AND PHONE NUMBER: R. Alan Shubert, P.E., City Engineer (X4423)

DISTRICT(S) AFFECTED: 2

SUBJECT:

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the City of El Paso and Brock & Bustillos, Inc., a Texas Corporation, for a project known as "Butterfield Trail Industrial Park - Street & Landscaping Improvements" for an amount not to exceed eight hundred twenty thousand eight hundred forty seven and 60/100 Dollars (\$820,847.60) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed eight hundred seventy thousand eight hundred forty seven and 60/100 Dollars (\$870,847.60).

BACKGROUND / DISCUSSION:

The project is intended to provide for the reconstruction of the Butterfield Trail Industrial Park area. The project includes the reconstruction of the roadways and improvement to the existing landscaping in the area. The project includes various traffic improvements including the addition of traffic roundabouts and pedestrian amenities, such as sidewalks and ADA ramps. The project is part of EPIA CIP and will help with the goal with revitalization of the industrial park.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

EPIA Revenue Bonds
\$820,847.60

BOARD / COMMISSION ACTION:

N/A

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*****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



A/E SELECTION SUMMARY

Project Name: Butterfield Trail Industrial Park - Street and Landscaping Improvements

Department Requesting Service: EPIA

District/ Representative: District #2

SHORTLIST

RFQ Notification Date: 7/28/2010

RFQ Due Date: 8/11/2010

SHORTLIST COMMITTEE

A/E FIRMS THAT SUBMITTED RFQ PACKAGE

Javier Reyes, Engineering Division Manager

5 Smith Engineering

11 Plaza Engineering

Victoria Ruiz, Engineering Associate

1 Moreno Cardenas

6 CSA Design

Rudy Pino, Engineering Associate

10 Villaverde

6 Conde

Martin Noriega, Civil Engineering Associate

2 Brock & Bustillos

8 Huitt - Zollars

Lili Gutierrez, Airport Program Coordinator

8 CEA Group

3 ESSCO

SCORING SHEETS ISSUED: August 16, 2010

4 SLI Engineering

SCORING SHEETS DUE: August 30, 2010

FINAL RANKING DATE: Monday, September 13, 2010

FIRMS NOTIFIED DATE: Tuesday, September 14, 2010

FINAL SELECTION

PRESENTATION COMMITTEE

FINALISTS

Alan Shubert, City Engineer

Moreno Cardenas

Brock & Bustillos

Monica Lombrana, Director of Aviation

ESSCO

SLI Engineering

Irene Ramirez, Assistant City Engineer

Tony Marmolejo, Assistant Director of Aviation

SELECTED CONSULTANT:

Brock & Bustillos, Inc.

Sam Rodriguez, Engineering Division Manager

SCOPING MEETING:

11/02/2010

PRESENTATION DATE: 10/11/2010

FEE PROPOSAL DUE:

11/15/2010

FIRMS NOTIFIED DATE: 10/11/2010

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CITY CLERK DEPT

RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the City of El Paso and Brock & Bustillos, Inc., a Texas Corporation, for a project known as "Butterfield Trail Industrial Park – Street & Landscaping Improvements" for an amount not to exceed eight hundred twenty thousand eight hundred forty seven and 60/100 Dollars (\$820,847.60) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed eight hundred seventy thousand eight hundred forty seven and 60/100 Dollars (\$870,847.60).

ADOPTED THIS _____ DAY OF _____ 2011.

CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.
City Engineer

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2011 by and between the **THE CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "**Owner**", and Brock & Bustillos, Inc., a Texas Corporation, hereinafter referred to as the "**Consultant**".

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as "**Butterfield Trail Industrial Park - Street & Landscaping Improvements**," hereinafter referred to as the "**Project**", as further described in **Attachment "A"**; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

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

**ARTICLE II.
PROJECT**

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

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

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

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

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

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 **PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **EIGHT HUNDRED TWENTY THOUSAND EIGHT HUNDRED FORTY SEVEN AND 60/100 DOLLARS (\$820,847.60)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

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

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates Ten Million **00/100 DOLLARS (\$10,000,000.00)** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D"**. **FOR REQUIREMENTS CONTRACTS ONLY: N/A** The term of this Agreement shall be for a period not to exceed N/A **consecutive calendar days**, except as specifically noted herein.

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

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

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further,

the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

5.1 INSURANCE. The Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

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

- b) **AUTOMOBILE LIABILITY**
 - Combined Single Limit**

\$1,000,000.00 per accident

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

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

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

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

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

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

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and

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

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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

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

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of 0% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT.

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

**ARTICLE VII.
GENERAL PROVISIONS**

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

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

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

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

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

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for

approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

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

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

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

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

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

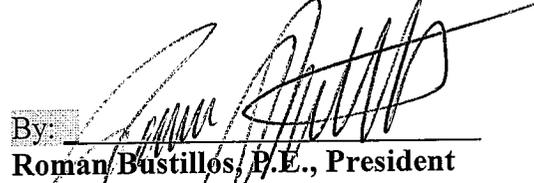
WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

CONSULTANT:

Brock & Bustillos, Inc.

By: 

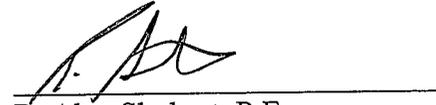
Roman Bustillos, P.E., President

APPROVED AS TO FORM:



Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

(Acknowledgements on following page)

CITY CLERK DEPT.
2011 FEB -4 AM 11:51

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2011,
by **Joyce A. Wilson**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

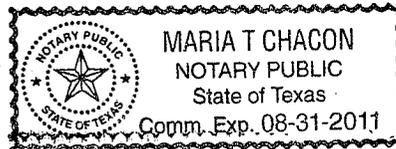
This instrument was acknowledged before me on this 15th day of February, 2011,
by **Roman Bustillos, P.E.**, **President of Brock & Bustillos, Inc.**

Maria T Chacon

Notary Public, State of Texas

My commission expires:

8-31-11



CITY CLERK DEPT.
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13

GENERAL

SCOPE OF SERVICES

The City of El Paso will be reconstructing Butterfield Trail Streets and Medians. The roadways will be designed for reconstruction with concrete and an alternate will be evaluated for milling and/or reconstruction with HMAC pavement. The design team will evaluate and provide a recommendation via schematics as to where potential roadway cross-sections can be introduced to save long-term maintenance costs and to reduce capital improvement costs to reconstruct existing streets. Other design goals include adding safety features such as pedestrian accessibility, modernized railroad crossings, reduction of high maintenance landscaping and the exploration of natural green methodologies to convey storm water runoff through the parkways and medians to the existing ponds. The project streets within the Butterfield Industrial Park are as follows:

- Leigh Fisher from Airport to Founders Way
- Butterfield Trail from Airport to Butterfield
- Founders Way from Airport to Walter Jones
- Concord from Butterfield Trail to Founders Way
- Zane Grey from Leigh Fisher to Founders Way
- Butterfield Loop from Butterfield Trail
- Spur from Leigh Fisher to Founders Way
- Celebrity Wagon from Spur to Founders Way

For safety reasons, a portion of roadway surface and median will be reviewed and analyzed to develop a recommendation for the potential construction of a median and median landscaping treatment. This portion of the project is as follows:

- Walter Jones Blvd. from Founders Blvd. to Global Reach Drive.

The project will consist of preparing construction documents for roadway, median, parkway, street-width reduction (geometrics), landscaping infrastructure, traffic mobility infrastructure (roundabouts), minor drainage, signing, striping, construction phasing plans, Storm Water Pollution Prevention Plan (SWPPP) and traffic control plans. The project will be designed with concrete pavement. However, provisions will be made to allow for HMAC pavement to be included in the design as an alternate bid. Improvements will consist of the roadway section, from right-of-way to right-of-way. While no encroachments are anticipated, no adjustments will be made for right-of-way encroachments. Green concepts will be addressed by evaluating the use of recycled asphalt for base throughout the project, as well as improving storm water capture through landscaping modifications.

Sidewalks, bus stops and intersection ramps shall be designed in conformance with ADA policies and other accessibility standards, such as the Texas Accessibility Standards. Bike lanes will be evaluated to see if they can be fit into the Butterfield Industrial Park roadway cross-sections.

The drainage area will be defined and evaluated to the originally designed parameters to determine expected storm water flows (based on new City Standards) and the proposed drainage improvements will conform to the COEP Master Drainage Plan. This will be coordinated with the EPWU Storm Water Division and City Engineering.

ATTACHMENT A

Traffic infrastructure shall address upgrades to the existing traffic signage system. The IT Department will be coordinated with for any additional conduit or IT requirements. The Butterfield Trail Streets will be evaluated for partial reconstruction with at least upgrading the pedestrian safety and ADA compliance.

Utility relocation coordination will be limited to coordinating with the appropriate facility owners. Only if necessary, the consultant will perform subsurface utility exploration, as detailed in this scope of services, share the findings with the respect utilities, but will not prepare any utility improvements plans. All utility relocation will be the responsibility of the respective utility owner.

Bus stops along Butterfield Trail, Founders, and Leigh Fisher will be relocated and reconstructed in close coordination with Sun Metro. The shelter scheme element will be the whole responsibility of Sun Metro. No BRT system infrastructure will be evaluated.

While no property encroachments are anticipated at this time, existing property encroachments will be evaluated for potential COEP action and/or remediation. Any encroachment remediation will be evaluated with the COEP on a case-by-case basis and performed as additional services.

EXHIBIT A

**SCOPE OF SERVICES TO BE PROVIDED
BY THE CITY OF EL PASO**

Sub Task A010: Project Management

1. Provide at no charge to Consultant all existing information, including—but not limited to—project limits, existing improvement plans, concept plans, master drainage plans, drainage information, plats, boundary information, existing signal layouts, monument location,
2. Review submittals for timely continuation of project.
3. Distribute submittals to appropriate City Personnel for comment and review. Provide Consultant with all comments, and clarify conflicting comments.

Sub Task A020: Public Involvement

1. Attend and manage any meeting involving the public and the Tenants. The City of El Paso shall provide/distribute invitations to the appropriate City personnel required to attend meetings.

Sub Task A030: Environmental Reports

1. Review and compile comments from City Personnel. Resolve conflicts in the comments and provide direction for completion.
2. Provide environmental clearance on any issues that come up with the services of the COEP's environmental consultant.

Sub Task A040: Field Surveys and Right-Of-Way Maps

1. Provide all existing data including boundary information, project limits, and monument information.

Sub Task A050: Subsurface Utility Mapping (SUM) & Subsurface Utility Engineering (SUE)

1. If required, the City of El Paso (EPWU) will provide the camera inspection of the sewer lines throughout the project.
2. Coordinate with consultant for the location of test holes.

Sub Task A060: Route and Design Studies

1. Review submittals and compile comments.

Sub Task A070: Geotechnical and Soils Evaluation

1. The COEP shall be responsible for assisting CQC to obtain all permits and permissions, as required to perform our field services within the boring locations.

2. Review submittals and compile comments.

Sub Task A080: Roadway Design Controls

1. Review and approve design requirements and design criteria.

Sub Task A090: Drainage Evaluation & Design

3. Provide all existing drainage information and drainage design criteria.
4. COEP is expected to submit NOI and NOT to TCEQ for processing.
5. Upon commencement of the construction, COEP shall implement the SWPPP.

Sub Task A100: Signage, Striping and Traffic Signalization

1. Provide new signing and striping requirements.
2. Provide direction for sign replacement and protection, including new street parking regulations.
3. Provide current traffic counts for each of the 3 signalized intersections and any other associated intersection of the project.

Sub Task A110: Traffic Control Plans and Construction Sequencing

1. Compile comments from TXDOT (adjacent to Airport Road) and the City of El Paso. Clarify direction and comments.
2. Coordinate all safety improvement plans into design including Union Pacific Rail Road (UPRR) at-grade crossings.

Sub Task A120: Electrical and Illumination Review & Design

1. Provide additional illumination requirements and review plans.

Sub Task A130: Roadway Aesthetics

1. Review and approve design requirements and design criteria.
2. Notify the Consultant whether a Public Art Component will be part of this project.

Sub Task A140: Technical Specifications

1. Review and approve specifications.
2. Provide front-end documentation for specification reproduction.
3. Provide new construction document format.

Sub Task A150: Opinions of Probable Construction Cost

1. Review and approve opinions of probable construction costs.
2. Review plans for adherence to project budget and determine priority items.

Sub Task A160: Contract Document Deliverables

1. Adhere to the number of sets described in sub task B160.
2. City will provide a PO # for construction set reproduction.

Sub Task A170: Construction Administration Services

1. Provide consultant with proper information for bid evaluation.

Sub Task A180: Field Engineering and Inspection Services

1. Field Engineering and Inspection Services may require the Consultant's involvement during construction. The COEP should notify the Consultant of any major issues as they arise so the Consultant can assist the COEP in finding the best solution.

ATTACHMENT B

**BROCK & BUSTILLOS INC.
PROJECT PHASE BREAKDOWN BUDGET SHEET**

PROJECT NAME:

Butterfield Trail Industrial Park - Street & Landscaping Improvements

12/22/2010

DESIGN LABOR	EST. HOURS	HOURLY RATE	COST	TOTAL
SENIOR ENGINEER		140.0 \$	165.00	\$23,100
PROJECT MANAGER		670.0 \$	125.00	\$83,750
PROJECT ENGINEER		457.0 \$	98.00	\$44,786
SENIOR RPLS		92.0 \$	115.00	\$10,580
SURVEY CREW		24.0 \$	118.00	\$2,832
CADD		1112.0 \$	85.00	\$94,520
ADMIN		190.5 \$	50.00	\$9,525
TOTAL HOURS DESIGN	2,685.50			\$269,093.00
TOTAL DESIGN LABOR BY PHASE		EST. TOTAL PHASE HRS		PHASE SUBTOTAL
Feasibility/Report Phase		0.0	\$	-
Preliminary Design Phase		1486.5	\$	148,271.00
Pre Final Design Phase		773.0	\$	77,337.00
Final Design Phase		426.0	\$	43,485.00
SURVEY LABOR				
SENIOR ENGINEER		6.0 \$	165.00	\$990
PROJECT MANAGER		0.0 \$	125.00	\$0
PROJECT ENGINEER		6.0 \$	98.00	\$588
SENIOR RPLS		96.0 \$	115.00	\$11,040
SURVEY CREW		304.0 \$	118.00	\$35,872
CADD		574.0 \$	85.00	\$48,790
ADMIN		50.0 \$	50.00	\$2,500
TOTAL HOURS SURVEY	1,036.00			\$99,780.00
TOTAL SURVEY LABOR BY PHASE		EST. TOTAL PHASE HRS		PHASE SUBTOTAL
Feasibility/Report Phase		0.0	\$	-
Preliminary Design Phase		862.0	\$	83,570.00
Pre Final Design Phase		114.0	\$	10,772.00
Final Design Phase		60.0	\$	5,438.00
BID PHASE LABOR				
Civil Engineering	Brock & Bustillos Inc.			\$10,072.00
Landscaping/Irrigation Design	Sites Southwest			\$3,555.00
Traffic Engineering	Martinez Engineering Group			\$1,994.00
TAS/ADA	Fokus Architecture			\$0.00
				\$15,621.00
CONSTRUCTION LABOR				
SENIOR ENGINEER		40.0 \$	165.00	\$6,600
PROJECT MANAGER		140.0 \$	125.00	\$17,500
PROJECT ENGINEER		370.0 \$	98.00	\$36,260
SENIOR RPLS		0.0 \$	115.00	\$0
SURVEY CREW		0.0 \$	118.00	\$0
CADD		0.0 \$	85.00	\$0
ADMIN		50.0 \$	50.00	\$2,500
TOTAL HOURS CONSTRUCTION	600.0			\$62,860.00
CONSTRUCTION LABOR - SUBS				
Landscaping/Irrigation Design	Sites Southwest			\$20,360.00
Traffic Engineering	Martinez Engineering Group			\$15,016.00
TAS/ADA	Fokus Architecture			\$9,700.00
				\$45,076.00
OTHER DIRECT COSTS	NUMBER	COST		SUB-TOTAL
MILEAGE	1900	\$0.50		\$950
SURVEYING SUPPLIES	1	\$7,815.67		\$7,816
POSTAGE	200	\$0.60		\$120
PRESENTATION MATERIALS	12	\$300.00		\$3,600
COPIES (11 X 17)	10000	\$0.50		\$5,000
COPIES (8.5 X 11)	30000	\$0.20		\$6,000
MYLARS	34	\$9.00		\$306
DELIVERIES	30	\$40.00		\$1,200
				\$24,991.67
TOTAL ODC's BY PHASE		EST. PHASE PERCENTAGE		PHASE SUBTOTAL
Feasibility/Report Phase		0.00%		\$0.00
Preliminary Design Phase		55.00%		\$13,745.42
Pre Final Design Phase		25.00%		\$6,247.92
Final Design Phase		10.00%		\$2,499.17
Bid Phase		5.00%		\$1,249.58
Construction Phase		5.00%		\$1,249.58
SUB-CONSULTANTS	COMPANY		SUB-TOTAL	TOTAL
Geotechnical	CQC Testing & Engineering		\$ 49,900.00	
Landscaping/Irrigation Design	Sites Southwest		\$ 100,325.00	
TAS/ADA	Fokus Architecture		\$ 2,500.00	
Traffic Engineering	Martinez Engineering Group		\$ 135,062.00	
				\$287,787.00
TOTAL SUB DESIGN LABOR BY PHASE				PHASE SUBTOTAL
Feasibility/Report Phase			\$	-
Preliminary Design Phase			\$	179,598.90
Pre Final Design Phase			\$	67,649.94
Final Design Phase			\$	40,538.16
MARKUP	MARGIN	COST		SUB-TOTAL
OTHER DIRECT COSTS	5%	\$ 24,992		\$1,250
SUBCONSULTANT(S)	5%	\$ 287,787		\$14,389
				\$15,638.93
TOTAL MARKUP BY PHASE		EST. PHASE PERCENTAGE		PHASE SUBTOTAL
Feasibility/Report Phase		0.00%		\$0.00
Preliminary Design Phase		55.00%		\$8,601.41
Pre Final Design Phase		25.00%		\$3,909.73
Final Design Phase		10.00%		\$1,563.89
Bid Phase		5.00%		\$781.95
Construction Phase		5.00%		\$781.95
TOTAL				\$820,847.60

EXHIBIT B

**SCOPE OF SERVICES TO BE
PROVIDED BY THE CONSULTANT**

Sub Task B010: Project Management

1. Coordinate all activities with the City of El Paso – Engineering Department (City) and with other local, state and federal agencies as necessary.
2. Administer all phases of the project including preparation of invoices, contract/sub-contract administration, monthly progress reports and weekly progress meetings with the design team.
3. Meet with City on a scheduled basis to review project progress.
4. Assign experienced staff members the responsibility of developing the procedures to be implemented during the project as well as preparing the work and to assure compliance with City policies and procedures as well as assuring that work is accomplished correctly and on time.

Sub Task B020: Public Involvement

1. Public involvement procedures will be limited to attending up to five public meeting and one public hearing during the design phase of the project.
2. Prepare presentation material in reference to phasing and project objectives for public meeting.
3. Provide meeting minutes concerning design issues for the City.

Sub Task B030: Environmental Reports

1. No services related to this subtask will be provided any additional requirements will be handled through additional services.

Sub Task B040: Field Surveys and Right-Of-Way Maps

1. Locate existing city monuments, identified by the City, within the project limits.
2. Establish a horizontal and vertical control network to locate the approximate right-of-way alignments of streets and for construction layout, and tie the horizontal and vertical control network to found city monuments.
3. Prepare a base right-of-way map to concur with generally accepted and approximate private property lines and street rights-of-way (ROW) for the purpose of controlling improvements to the generally accepted and City Approved rights-of-way. This ROW Map will be tied to the found city monuments and the horizontal and vertical control network. The horizontal coordinates for the survey shall be based on the Texas Central Zone State Plane Coordinate System, North American Datum 1983 (NAD83). The vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88).

ATTACHMENT B

4. Prepare a Subsurface Utility Map (SUM) based on available record utility mapping to assist in the coordination between all utility companies and the design team. The due-diligence SUM provided will consist of contacting the applicable utility companies and obtaining whatever available information they provide within the project area. This utility information will be used to begin the preliminary utility map. This initial research and data acquisition is simply a quality level "D" - (QL "D") type of research.
5. The Texas one-call notification center will be contacted after the information has been received by the respective utilities. A field recordation of the TESS locations will be integrated into the preliminary utility map and a comparison of the record utilities to the TESS locations will be reviewed and analyzed for potential discrepancies and unknown or undiscovered utilities. Upon review and analysis, a subsurface utility engineering (SUE) designation recommendation will be formulated and the data on the updated utility map will comprise a quality level "C" (QL "C") preliminary utility map.
6. Perform a field location of visible utilities (i.e., water meters, fire hydrants and valves; irrigation meters, natural gas meters; telecomm pedestals; manhole covers; roof drain downspouts; overhead power-line crossings; power-line poles and transformers; street illumination poles and standards; and traffic signals.
7. Coordinate underground line spots with El Paso Water Utilities, El Paso Electric Company, Texas Gas Service, AT&T (SBC) Telephone, Time Warner Cable and all other applicable utility companies if potholing service is available by utility.
8. Perform a field location of existing topographic and improvement features (i.e., sidewalks; parkways; curb and gutter; roadways; medians; storm water inlets; driveways; ADA ramps; parking meters; signage; pedestrian elements; bus-stops; landscape features; trash collection receptacles; mailboxes; etc.)
9. Obtain street cross-sections every 50-feet along baseline, including stem-walls; utility entrances; driveways; flumes and drainage daylight; sidewalk and parkways; curb and gutters; medians and roadways.
10. All said improvement data shall be assimilated into the base topographic and improvement survey file.
11. Review the City's GIS property information and conduct a precursory review of the apparent right-of-way maps. Research will focus on apparent property ownership and other pertinent available information (such as recorded easements, use agreements, etc.)
12. Preparation of final parcel plats; metes and bounds descriptions; area computation sheets; proposed construction easement instruments; and final parcel boundary research are not part of this scope.

Sub Task B050: Subsurface Utility Mapping (SUM) & Subsurface Utility Engineering (SUE)

No SUM and SUE services will be provided. Any SUM or SUE for this project that may be required during the design or construction phase will be treated as additional services.

Sub Task B060: Sun Metro and Bike Routes

1. Sun Metro Route and Bus Stop Locations:

- a. Meet with Sun Metro to coordinate locations of bus stops, routes and specific requirements for new standard canopy.
- b. Maintain records of coordination meeting and distribute to city PM.
- c. Incorporate requirements into design.

2. Bike Routes:

- a. Meet with City of El Paso to coordinate bike route requirements.
- d. Maintain records of coordination meeting and distribute to city PM.
- b. Incorporate requirements into design.

Sub Task B070: Geotechnical and Soils Evaluation

1. Geotechnical investigation:

- a) Based on information obtained from the project scoping meeting held on 11/2/10 and our observations of the pavement conditions during the site visit, our scope of work should consist of further evaluating the pavement by conducting a distress study to identify the types of distress present within the subject streets. This study shall also include coring the existing asphaltic-concrete pavement at up to twenty-four (24) locations with a diamond impregnated drill bit to evaluate the pavement thicknesses. The information gathered from this study shall be used in our pavement recommendations.
- b) According to our review of the proposed project scope of work provided by our client, we propose to drill a total of thirty-four (34) soil exploration borings within the project limits at intervals of approximately 980 linear feet along the streets referenced above. The soil borings shall be staggered along the west bound and east bound lanes of the streets. Our proposed boring locations are shown on the attached Sheet 1.
- c) In general the borings shall be drilled to a maximum depth of 10 feet or reasonable auger refusal, each below the existing pavement surface elevation at the time of our drilling activities. The borings shall be drilled in general accordance with standard procedures using a truck-mounted rotary-drilling rig utilizing hollow stem augers. During our drilling activities Standard Penetration Tests (SPT's), in accordance with ASTM procedures, shall be collected at discrete intervals to the maximum boring depths to estimate the relative field bearing capacity of the subsurface soils. In conjunction with our penetration tests, soil samples shall be collected using conventional split-spoon sampling techniques or as required based on the encountered soil conditions. In addition, up to sixteen (16) bulk

subgrade samples shall be collected from selected boring locations for laboratory California Bearing Ratio (CBR) Testing.

- d) All collected soil samples shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples shall be sealed to prevent moisture loss and transported to our laboratory for further evaluation and soil classification testing. Our soil laboratory tests shall consist of moisture contents, plasticity index tests, sieve analysis, a maximum of four soil swell tests and four soil expansion index tests.
- e) Our proposed scope of laboratory work also includes performing up to eight (8) asphaltic-concrete (AC) core extraction tests to evaluate the condition of the existing pavement materials for use as reclaimed materials. The AC tests shall include bitumen content, sieve analysis, specific gravity, Marshall Stability and Flow.
- f) The borings shall be logged in the field. If groundwater or water seepage is encountered during our field activities, the depth shall be recorded. At the completion of our field operations, each boring shall be backfilled with auger cuttings, surface compacted, and patched with "cold-mix" asphaltic-concrete pavement. If required, horizontal and vertical elevations at each boring location shall be reported, provided that we receive an existing conditions topographic survey of the project area prior to completing our soils investigation report.
- g) CQC shall assist in locating the borings in the field and call Dig Tess.
- h) We anticipate that traffic control shall be required at the time of our drilling activities. As a result, our proposal includes costs to provide cones, signs and barricades to perform our drilling services. Our scope of work does not include lane closures or drilling activities during evening hours or beyond normal business working hours. In the event that these services or working periods are required as a result of permitting requirements, an additional fee proposal shall be submitted to our client for authorization.

2. Soils Investigation Report and Schedule

- a) At the completion of our soil exploration drilling activities, soil evaluation and classification testing, a formal written report shall be prepared for the project and provided to our Client. Our geotechnical engineering report shall provide soils information with respect to soil classifications, groundwater depth (if encountered), soil modulus of subgrade reaction values, CBR test results, rigid and flexible pavement section design guideline recommendations. Our pavement recommendations shall also consider the reuse of existing AC materials and alternative paving materials such as asphaltic-concrete rubber mix designs.
- b) Ten (10) copies of the final report shall be provided to the COEP. We anticipate that we may commence our drilling activities within seven (7) working days from our Client's written notice to proceed. Final reports shall be provided within four (4) weeks after the completion of our drilling activities.

Sub Task B080: Roadway Design Controls

1. Prepare preliminary schematic design indicating roadway geometric features, intersection layouts, proposed cross-sections, sequence and methods of stage construction, signage and lighting requirements, tentative right-of-way limits, typical railroad approach sections, direction of traffic flow, location and width of median openings, and geometrics of speed change through roundabout sections or median separations.
2. Compute horizontal and vertical alignment for the proposed roadways.
3. Perform all geometric design in accordance with AASHTO Standards, as approved by the City of El Paso.
4. Coordinate and design all railroad at-grade crossing in accordance with AASHTO and USDOT Standards, as approved by Union Pacific Railroad (UPRR).
5. Prepare roadway section and design cross sections at 50-ft. intervals, or as necessary.
6. Prepare roadway drawings including:
 - Demolition Sheets;
 - Horizontal Control Layout Sheets;
 - Roadway plan/profile sheets;
 - Intersection plan sheets;
 - Roundabout intersection plan sheets; and,
 - Railroad at-grade crossings,
7. Prepare roadway details including:
 - Concrete pavement details/standards;
 - HMAC pavement details/standards;
 - Street signage and striping details/standards;
 - ADA accessible sidewalks, ramps/parkway details/standards;
 - ADA accessible Bus Stops;
 - Connecting street storm sewer stub-outs (if necessary);
 - Connecting street connections and transitions;
 - Curb details;
 - Railroad at-grade crossings;
 - Communication conduit plan; and,
 - Driveway details/typical sections/standards.

Sub Task B090: Drainage Evaluation & Design

1. Perform a localized and minor hydrologic/hydraulic study (technical memorandum) for the project area during the preliminary design phase in order to determine that the originally designed drainage areas, runoff rates, expected flows and existing storm water infrastructure facilities are still adequate based on current storm water standards.

2. The technical memorandum will show the employed methodologies, assumptions, and hydraulic computations for required drainage improvements, including any anticipated existing and proposed separate storm water sewer system improvements.
3. The technical memorandum will compare the estimated current capacity of the Butterfield Industrial Park retention ponds, as compared to its originally incepted capacities. These estimates will be based on the topography of the ponds. Opinions and recommendations will include any anticipated de-silting and/or proposed pond or pond-inlet improvements.
4. Identify and develop drainage areas in the form of a drainage plan.
5. Prepare plans (drawings) in AutoCAD format that include:
 - Storm sewer plan/profile sheets (Scale: H: 1" : 30', V: 1" : 5');
 - Drainage conveyance system overall sheet;
 - Retention Ponds de-silting overall plan;
 - Drainage structure plan/profile sheets;
 - Drainage details/standards; and,
 - Drainage Computation Sheets.
6. Prepare Storm Water Pollution Prevention Plans (SWPPP) for the project in accordance with the Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ) and the City of El Paso Municipal Code requirements. The SWPPP will be prepared for the proposed project improvements only. The Best Management Practices (BMP) will be utilized for the project improvements only.
7. Prepare an SWPPP binder in accordance with EPA, TCEQ and the City of El Paso municipal code requirements. Client to provide a list of hazardous chemicals that may be used during the Construction period.
8. Address questions directly to the SWPPP for the above referenced Project.
9. Submit SWPPP Application Package to the City of El Paso for review and approval of the submittal, and coordinate the approval or mitigation with the City of El Paso.
10. Prepare the Application package for the Notice of Intent (NOI). Client is expected to submit NOI and the Notice of Termination (NOT) to TCEQ for processing.

Sub Task B100: Signage, Striping and Traffic Signalization

1. Inventory of the existing traffic control devices. Digital inventory of the existing traffic signal control devices and controllers. Also, digital inventory of the existing traffic signing, markings and parking spaces in place, etc.

The deliverable will be a spreadsheet containing a listing of the recorded observations. The spreadsheet will contain the type and number of traffic control appurtenances, signs, the pavement markings, and the parking spaces.

2. Coordinate with utility companies and city department of transportation. Conduct meeting(s) with each utility that may be impacted by the installation of the additional interconnect or

telecomm conduit systems. Establish a contact person with whom to deal with at every utility for the conduit related inquiries.

The deliverable will be minutes and notes of any meeting(s) held with any of the utilities. These materials will be delivered in PDF format.

3. Design of traffic mitigation intersections, signing, and marking plans. Design of either roundabout or stop-controlled intersections in the project site, design the new or upgrade of traffic signs in all the project site, design the new pavement markings that are to be placed in the project site. The plan development also includes providing of standards, specifications, and opinion of cost for all the plan development of this task.
4. Prepare drawings including:
 - Signing and markings layout;
 - Signing/markers/stripping details/standards;
 - Roundabout plans/profiles; and,
 - Existing Traffic Signal loop replacement details/standards.

Sub Task B110: Traffic Control Plans (TCP) and Construction Sequencing

1. Prepare Traffic Control Plans conforming to the Texas Manual on Uniform Traffic Control Devices, for all roadway work within the project limits.
2. Attend mandatory Safety Review meetings for the Union Pacific Rail Road (UPRR) for field access to UPRR ROWs.
3. Develop sequence of construction and method of handling traffic during each phase; and prepare and a Safety Review Committee meetings for the City's DOT and EPIA.
4. List the existing and proposed temporary traffic control devices that will be used to handle traffic during each construction sequence. Include temporary signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
5. List the proposed traffic control devices (stop signs, signals, flag personnel, etc.) for at grade intersections during each construction sequence.
6. Prepare drawings including:
 - Sequence/Narrative of construction layouts;
 - TCP Line Diagram;
 - Detour plan/typical sections/quantities;
 - Railroad Train Master detour plan (for UPRR permit) and,
 - TCP Typical Details.
7. Develop road construction schedule and work hours. While accelerated work schedule is not anticipated, the City will address and provide information regarding the use of acceleration techniques, such as extended work hours, incentives, etc only if required.

telecomm conduit systems. Establish a contact person with whom to deal with at every utility for the conduit related inquiries.

The deliverable will be minutes and notes of any meeting(s) held with any of the utilities. These materials will be delivered in PDF format.

3. Design of traffic mitigation intersections, signing, and marking plans. Design of either roundabout or stop-controlled intersections in the project site, design the new or upgrade of traffic signs in all the project site, design the new pavement markings that are to be placed in the project site. The plan development also includes providing of standards, specifications, and opinion of cost for all the plan development of this task.
4. Prepare drawings including:
 - Signing and markings layout;
 - Signing/markers/stripping details/standards;
 - Roundabout plans/profiles; and,
 - Existing Traffic Signal loop replacement details/standards.

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1. Prepare Traffic Control Plans conforming to the Texas Manual on Uniform Traffic Control Devices, for all roadway work within the project limits.
2. Attend mandatory Safety Review meetings for the Union Pacific Rail Road (UPRR) for field access to UPRR ROWs.
3. Develop sequence of construction and method of handling traffic during each phase; and prepare and a Safety Review Committee meetings for the City's DOT and EPIA.
4. List the existing and proposed temporary traffic control devices that will be used to handle traffic during each construction sequence. Include temporary signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
5. List the proposed traffic control devices (stop signs, signals, flag personnel, etc.) for at grade intersections during each construction sequence.
6. Prepare drawings including:
 - Sequence/Narrative of construction layouts;
 - TCP Line Diagram;
 - Detour plan/typical sections/quantities;
 - Railroad Train Master detour plan (for UPRR permit) and,
 - TCP Typical Details.
7. Develop road construction schedule and work hours. While accelerated work schedule is not anticipated, the City will address and provide information regarding the use of acceleration techniques, such as extended work hours, incentives, etc only if required.

8. Coordinate with the City's Department of Transportation (DOT) and design the telecommunication's conduit and interconnect traffic management system to integrate with the existing system and establish future connections nodes.
9. Provide analysis or improvements for Truck street parking or deceleration lanes in designated streets. Other street parking will remain as existing or removed as directed by the City's DOT.

Sub Task B120: Electrical and Illumination Review & Design

1. No services related to this subtask will be provided any additional requirements will be handled through additional services.

Sub Task B130: Roadway Aesthetics

1. In general an inventory of existing landscaping along the proposed improvement corridor, along with an aesthetic report and recommendations along with the preliminary design.
2. Prepare landscape and irrigation design drawings based on the following concepts:
 - All proposed plantings will be Xeriscape shrubs and trees.
 - Areas that can be fully preserved will remain in tact.
 - Areas that need sprucing up will be targeted for compatible landscaping.
 - All planting will be watered by an automatic drip system controlled by automatic controllers.
3. The complete landscaping scope of work is attached herein with the subconsultant's scope of work.
4. Coordination with the City, El Paso Water Utilities and El Paso Electric Company.

Sub Task B140: Technical Specifications

1. Standard City Specifications will be used for all improvement plans.
2. Provide technical specifications for all aspects of the work, in accordance with City specifications.
3. Prepare general notes, typical and specific details as per City Standards.

Sub Task B150: Opinions of Probable Construction Cost

1. Develop construction quantity estimates and Opinions of Probable Construction Cost (OPCC) for the project at the preliminary schematic design and each phase of design.
2. Prepare estimate and quantity sheets (drawings).

3. The OPCC will be based on the latest City unit prices. The unit prices will reflect the date of preparation of the OPCC and the Consultant has no control over external factors that affect the cost of labor and materials.
4. Provide an opinion of probable construction costs at every submittal at approximately 7 days after each submittal. The opinion will include Civil, Traffic and Landscaping elements of the project. The submittals include:
 - Conceptual cost estimate at the Master Plan & Report Phase;
 - Preliminary Design Phase;
 - Pre-Final Design Phase; and,
 - Final Design Phase.

Sub Task B160: Contract Document Deliverables

1. City approvals shall dictate design schedule. Revisions will be limited to two during the review process.
2. Master Plan and Report:
 - Provide up to ten (10) copies of Master Plan & Report and one (1) reproducible unbound copy.
 - Provide one (1) Engineer's Opinion of Probable Construction Costs.
3. Preliminary Design Phase:
 - Provide up to ten (10) copies of preliminary design documents (24" X 36" drawings for City Drawings).
 - Provide one (1) Engineer's Opinion of Probable Construction Costs.
 - Provide up to ten (10) copies of hydrologic/hydraulic/landscaping technical memorandum and geotechnical investigation report, respectively.
4. Pre-Final Design Phase
 - Provide up to ten (10) sets of pre-final design drawings and up to three (3) copies of specifications.
 - Provide up to three (3) Engineer's Opinion of Probable Construction Costs.
5. Final Design Phase
 - Provide up to ten (10) sets of final design documents including project plans and specifications.
 - Provide up to three (3) copies of final opinion of probable construction cost.

- Provide one reproducible set of bidding documents including plans and specifications. City will provide a PO # for reproduction.

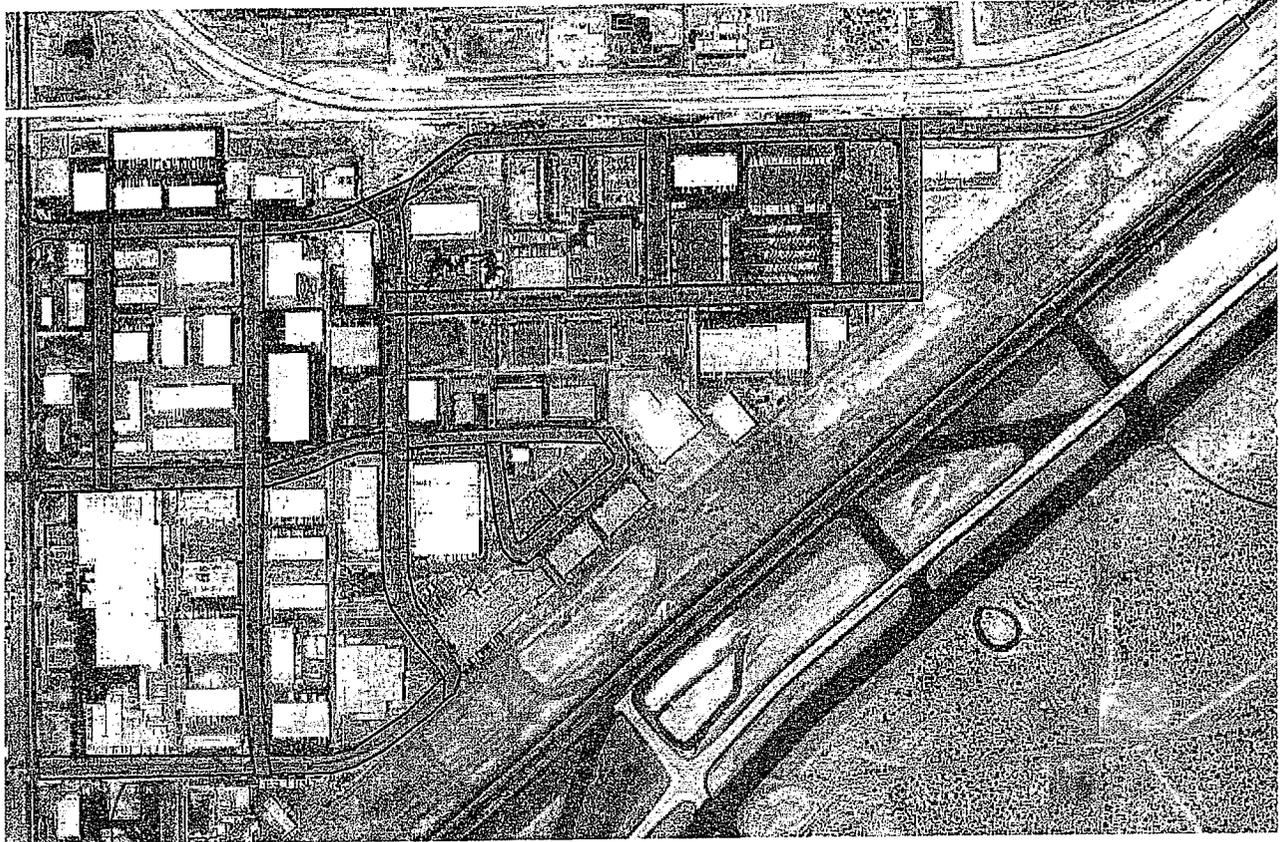
Sub Task B170: Construction Administration Services

1. Attend pre-construction conference.
2. Perform bi-monthly construction site visits and prepare reports.
3. Assist in the coordination of change orders and work directive changes.
4. Assist in the resolution of design related construction issues, drawing clarification and Contractor requests for information.
5. Compile and deliver to the City a complete set of record documents conforming to information furnished to the Engineer by the Contractor including one set of mylars (3 mil) for the record drawings on electronic file (AutoCAD).
6. Engineer's services are exclusive of attending regularly scheduled construction meetings, make periodic visits to the project site (other than bi-monthly visits), construction inspections, monthly reports, shop drawing review, monitoring schedule, or any other routine construction administration services.

Sub Task B180: Field Engineering and Inspection Services

1. Field Engineering and Inspection Services are not part of this scope. However if necessary, we can provide this service through an amendment to the scope of work and budget.

FIGURE A – STREET & MEDIAN IMPROVEMENT AREA



**BROCK & BUSTILLOS INC.
PROJECT BUDGET SHEET**

PROJECT NAME:	Butterfield Trail Industrial Park - Street & Landscaping Improvements		
JOB NUMBER:	05100-042		
DATE:	12/22/2010		
FEE TYPE:	Lump Sum		
PREPARED BY:	Roman Bustillos, P.E.		
PROJECT MGR:	Roman Bustillos, P.E.		
DESIGN PHASE			
B&B ENG LABOR:	\$	269,093.00	
B&B SURV LABOR:	\$	99,780.00	
SUB-CONSULTANTS:	\$	287,787.00	
	DESIGN FEE:		\$ 656,660.00
BID PHASE			
B&B BID PHASE LABOR:	\$	10,072.00	
BID PHASE SUB-CONSULTANTS:	\$	5,549.00	
	BID PHASE FEE:		\$ 15,621.00
CONSTRUCTION PHASE			
B&B CONSTRUCTION (TIME & MATERIAL):	\$	62,860.00	
CONSTRUCTION LABOR - SUBS (TIME & MATERIAL):	\$	45,076.00	
	CONSTRUCTION FEE:		\$ 107,936.00
DIRECT EXPENSES:	\$	24,991.67	
DIRECT COSTS MARKUP:	5% \$	1,249.58	
CONSULTANT MARKUP:	5% \$	14,389.35	
	OTHER DIRECT COSTS:		\$ 40,630.60

TOTAL CONTRACT AMOUNT \$ **820,847.60**

ATTACHMENT B

**BROCK & BUSTILLOS INC.
PROJECT BUDGET SHEET**

PROJECT NAME:

Butterfield Trail Industrial Park - Street & Landscaping Improvements

12/22/2010

DESIGN LABOR	EST. HOURS	HOURLY RATE	COST	TOTAL
SENIOR ENGINEER	140.0	\$ 165.00	\$23,100	
PROJECT MANAGER	670.0	\$ 125.00	\$83,750	
PROJECT ENGINEER	457.0	\$ 98.00	\$44,786	
SENIOR RPLS	92.0	\$ 115.00	\$10,580	
SURVEY CREW	24.0	\$ 118.00	\$2,832	
CADD	1112.0	\$ 85.00	\$94,520	
ADMIN	190.5	\$ 50.00	\$9,525	
TOTAL HOURS DESIGN	2,685.50			\$269,093.00
SURVEY LABOR				
SENIOR ENGINEER	6.0	\$ 165.00	\$990	
PROJECT MANAGER	0.0	\$ 125.00	\$0	
PROJECT ENGINEER	6.0	\$ 98.00	\$588	
SENIOR RPLS	96.0	\$ 115.00	\$11,040	
SURVEY CREW	304.0	\$ 118.00	\$35,872	
CADD	574.0	\$ 85.00	\$48,790	
ADMIN	50.0	\$ 50.00	\$2,500	
TOTAL HOURS SURVEY	1,036.00			\$99,780.00
BID PHASE LABOR				
Civil Engineering	Brock & Bustillos Inc.		\$10,072.00	
Landscaping/Irrigation Design	Sites Southwest		\$3,555.00	
Traffic Engineering	Martinez Engineering Group		\$1,994.00	
TAS/ADA	Fokus Architecture		\$0.00	
				\$15,621.00
CONSTRUCTION LABOR				
SENIOR ENGINEER	40.0	\$ 165.00	\$6,600	
PROJECT MANAGER	140.0	\$ 125.00	\$17,500	
PROJECT ENGINEER	370.0	\$ 98.00	\$36,260	
SENIOR RPLS	0.0	\$ 115.00	\$0	
SURVEY CREW	0.0	\$ 118.00	\$0	
CADD	0.0	\$ 85.00	\$0	
ADMIN	50.0	\$ 50.00	\$2,500	
TOTAL HOURS CONSTRUCTION	600.0			\$62,860.00
CONSTRUCTION LABOR - SUBS				
Landscaping/Irrigation Design	Sites Southwest		\$20,360.00	
Traffic Engineering	Martinez Engineering Group		\$15,016.00	
TAS/ADA	Fokus Architecture		\$9,700.00	
				\$45,076.00
OTHER DIRECT COSTS	NUMBER	COST	SUB-TOTAL	
MILEAGE	1900	\$0.50	\$950	
SURVEYING SUPPLIES	1	\$7,815.67	\$7,816	
POSTAGE	200	\$0.60	\$120	
PRESENTATION MATERIALS	12	\$300.00	\$3,600	
COPIES (11 X 17)	10000	\$0.50	\$5,000	
COPIES (8.5 X 11)	30000	\$0.20	\$6,000	
MYLARS	34	\$9.00	\$306	
DELIVERIES	30	\$40.00	\$1,200	
				\$24,991.67
SUB-CONSULTANTS	COMPANY		SUB-TOTAL	TOTAL
Geotechnical	CQC Testing & Engineering		\$ 49,900.00	
Landscaping/Irrigation Design	Sites Southwest		\$ 100,325.00	
TAS/ADA	Fokus Architecture		\$ 2,500.00	
Traffic Engineering	Martinez Engineering Group		\$ 135,062.00	
				\$287,787.00
MARKUP	MARGIN	COST	SUB-TOTAL	
OTHER DIRECT COSTS	5%	\$ 24,992	\$1,250	
SUBCONSULTANT(S)	5%	\$ 287,787	\$14,389	
				\$15,638.93
TOTAL				\$820,847.60

ATTACHMENT B

ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL Brock & Bustillos Inc.

PROJECT NAME:		Butterfield Trail Industrial Park - Street & Landscaping Improvements					12/22/2010				TOTAL HOURS
		SENIOR ENGINEER Randy P. Brock, P.E.	PROJECT MANAGER Roman Bustillos, P.E.	PROJECT ENGR Roman Bustillos, P.E. Seigilo J. Adams, P.E.	SENIOR RPLS Isaac Camacho, RPLS	SURVEY CREW 2-Man Crew	CADD Oscar Gonzalez Azion Alvarado	ADMIN Kathia Martinez			
		\$ 185.00	\$ 125.00	\$ 98.00	\$ 115.00	\$ 118.00	\$ 85.00	\$ 50.00			
PRELIMINARY DESIGN PHASE (60 Calendar Days)											
Task 10: Project Management											
Design Meetings, Communication, & Records		4.0	24.0					12.0		40.0	
Coordination with City Agencies		4.0	16.0							20.0	
General Administration		4.0	24.0							40.0	
Coordination with City Staff		2.0	8.0							14.0	
Sub-Total Hours - Task 10		14.0	72.0	0.0	0.0	0.0	0.0	28.0		114.0	
Task 20: Public Involvement											
Participate in one meeting with area stakeholders			4.0							4.0	
Sub-Total Hours - Task 20		0.0	4.0	0.0	0.0	0.0		4.0		12.0	
Task 30: Environmental Reports											
Review and compile City Comments Resolve Conflicts				1.0						1.0	
Coordinate for Environmental Clearance from City's Consultant				1.0						1.0	
Sub-Total Hours - Task 30		0.0	0.0	2.0	0.0	0.0	0.0	0.0		2.0	
Task 40: Field Surveys and Right-Of-Way Maps											
Sun Meter Routes and Bus Stop Location Coordination and Implementation			4.0	12.0						40.0	
Boundary, Topographic and Improvement Survey Field Work										0.0	
Utility Research										0.0	
Records review										0.0	
Planning/ROW/Control Review										0.0	
Prepare ROW, boundary, topographic and improvement maps										0.0	
Incorporate Utility Research/As-Built on Maps										0.0	
Generate Earthwork Calculations										0.0	
QA/QC										0.0	
Sub-Total Hours - Task 40		0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	
Task 50: Subsurface Utility Engineering (SUE)											
Coordination for SUE and incorporation of preliminary findings										0.0	
QA/QC										0.0	
Sub-Total Hours - Task 50		0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	
Task 60: Route and Design Studies											
Sun Meter Routes and Bus Stop Location Coordination and Implementation			4.0	12.0						40.0	
Coordination with City on Bike Routes and Walking Trails			4.0	12.0						40.0	
QA/QC		1.0						2.0		3.0	
Sub-Total Hours - Task 60		1.0	8.0	24.0	0.0	0.0		48.0	2.0	85.0	
Task 70: Geotechnical Investigations											
Develop locations for borings			2.0							6.0	
Incorporate Findings from Sub Consultant			2.0							18.0	
QA/QC		1.0								1.5	
Sub-Total Hours - Task 70		1.0	4.0	0.0	0.0	0.0		20.0	0.5	25.5	
Task 80: Roadway Design Criteria											
Define/Develop Design Criteria			4.0							4.0	
Design Elements Data			2.0	8.0						10.0	
Typical Roadway Sections			8.0					24.0		32.0	
Develop Traffic Design Data			4.0							4.0	
Develop Design Exceptions & Waivers			2.0							2.0	
General Notes			4.0	8.0					8.0	20.0	
Demolition Plan			8.0	16.0						24.0	
Vertical Control Plan			2.0		8.0			40.0		50.0	
Horizontal Layout Plan			2.0		24.0			40.0		66.0	
Plan & Profile Sheets			4.0	16.0				40.0		60.0	
Roadway Details			2.0	8.0				32.0		42.0	
Roadway Sections			8.0	16.0				40.0		64.0	
Pavement Sections, Concrete and/or HMA/C			2.0	2.0				8.0		12.0	
Coordinate with UPRR on Railroad crossings			4.0	8.0				8.0	4.0	24.0	
Develop at-grade crossings for UPRR crossings			4.0	16.0				40.0	8.0	68.0	
Existing Utility Plan			8.0	16.0	16.0			40.0	4.0	84.0	
Coordination with City Street and Traffic Departments			4.0	8.0						12.0	
QA/QC		12.0							4.0	24.0	
Sub-Total Hours - Task 80		12.0	80.0	122.0	48.0	0.0		312.0	28.0	602.0	
Task 90: Drainage Evaluation Design											
Research Original Ponds Design			4.0							4.0	
Review Drainage Requirements and Master Drainage Plan			4.0							4.0	
Compare Existing Dam Conditions vs Design				4.0			16.0	24.0		44.0	
Develop Remediation Recommendation				4.0						4.0	
Prepare Recommendations to Restore Capacity				2.0						2.0	
Develop Schematics				4.0				8.0		12.0	
Incorporate into report			4.0							4.0	
Coordinate with EPWUJ Stormwater Section			4.0							8.0	
Perform a Localized H&M analysis			16.0					8.0		32.0	
Prepare Drainage Calculations			4.0		24.0			8.0		32.0	
Drainage Plans & Details			4.0		12.0			24.0		40.0	
Storm Saver Plan & Profile Sheets			8.0		16.0	4.0		40.0		68.0	
QA/QC		4.0							2.0	6.0	
Sub-Total Hours - Task 90		4.0	24.0	66.0	4.0	16.0		124.0	2.0	260.0	
Task 100: Signage, Striping and Traffic Signalization											
Coordination with Traffic Engineer and Implementation into BID, Tech Specs and Drawings			4.0							12.0	
Striping extensions and layouts			2.0							10.0	
QA/QC		4.0							0.5	4.5	
Sub-Total Hours - Task 100		4.0	6.0	0.0	0.0	0.0		16.0	0.5	26.5	
Task 110: Traffic Control Plans and Construction Sequencing											
Phasing and sequencing development			4.0	16.0						40.0	
Review Constructability			4.0	16.0						52.0	
QA/QC		6.0								6.0	
Sub-Total Hours - Task 110		6.0	8.0	32.0	0.0	0.0		62.0	2.0	100.0	
Task 120: Electrical and Illumination Review & Design											
Coordinate with Electrical Engineer			4.0	2.0						6.0	
Implement Electrical Requirements into BID Documents, Tech Specs and Drawings			4.0	8.0						12.0	
QA/QC		2.0								2.5	
Sub-Total Hours - Task 120		2.0	8.0	10.0	0.0	0.0		0.0	0.5	20.5	
Task 130: Roadway Aesthetics											

ATTACHMENT B

ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL Brock & Bustillos Inc.

PROJECT NAME:	Butterfield Trail Industrial Park - Street & Landscaping Improvements					12/22/2010		ADMIN	TOTAL HOURS
	SENIOR ENGINEER Randy P. Brock, P.E.	PROJECT MANAGER Roman Bustillos, P.E.	PROJECT ENGR Roman Bustillos, P.E. Sergio J. Adams, P.E.	SENIOR RPLS Isaac Camacho, RPLS	SURVEY CREW 2-Man Crew	CADD Oscar Gonzalez Aaron Alvarado			
Coordination with LA									4.0
Incorporate LA into Bid, Tech Specs and Drawings									12.0
QAVOC									
Sub-Total Hours - Task 130	0.0	8.0	0.0	0.0	0.0	8.0	1.0		17.0
Task 140: Technical Specifications									20.0
Coordinate for New Standard Tech Specs from City									4.0
Implement Tech Specs									4.0
Coordination of all disciplines Tech Specs									36.0
QAVOC	16.0	32.0							
Sub-Total Hours - Task 140	16.0	88.0	0.0	0.0	0.0	0.0	4.0		110.0
Task 150: Opinions of Probable Construction Costs									32.0
Develop Civil EOP/DC									24.0
Incorporate all disciplines cost estimates and prepare phase total estimate									4.0
QAVOC	2.0	8.0							
Sub-Total Hours - Task 150	2.0	16.0	0.0	0.0	0.0	48.0	2.0		68.0
Task 160 - Contract Document Deliverables									0.0
Develop Front End Docs									0.0
Develop Bid Tab									10.0
Coordinate all disciplines complete deliverables									2.0
Prepare and Submit all Design Data, Agencies Coordination, and Record Data									4.0
QAVOC	2.0	8.0							
Sub-Total Hours - Task 160	2.0	16.0	0.0	0.0	0.0	16.0	6.0		40.0
Task 170: Construction Administration Services									0.0
provide monthly Activity Reports									0.0
QAVOC	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
Sub-Total Hours - Task 170	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
Task 180-Field Engineering and Inspection Services									0.0
QAVOC									0.0
Sub-Total Hours - Task 180	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
Sub-Total Hours - Preliminary Design Phase	44.0	162.0	20.0	0.0	16.0	16.0	8.0		266.0
Sub-Total Hours - Preliminary Design Phase	44.0	162.0	20.0	0.0	16.0	16.0	8.0		266.0
Sub-Total Hours - Final Design Phase (Project Review)	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
Task 10-Project Management									6.0
Design Meetings, Communication, & Records									4.0
Coordination with City/Agencies									2.0
General Administration									2.0
Coordination with City Staff/IDOT									2.0
Sub-Total Hours - Task 10	0.0	14.0	0.0	0.0	0.0	0.0	6.0		20.0
Task 20- Public Involvement									0.0
Assign COEP in Public Involvement									0.0
QAVOC									0.0
Sub-Total Hours - Task 20	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
Task 30- Environmental Reports									0.0
Complete TxDOT and City Comments Resolve Conflicts									0.0
Coordinate for Environmental Clearance from City's Consultant									0.0
QAVOC									0.0
Sub-Total Hours - Task 30	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
Task 40- Field Surveys and Right-Of-Way Maps									0.0
Boundary, Topographic and Improvement Survey Field Work									0.0
Utility Research									0.0
Records review									0.0
Plotting/ROW/Control Review									0.0
Prepare ROW, boundary, topographic and improvement maps									0.0
Incorporate Utility Research/As-Built on Maps									0.0
Generate Earthwork Calculations									0.0
QAVOC									0.0
Sub-Total Hours - Task 40	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
Task 60: Subsurface Utility Engineering (SUE)									0.0
Coordination for SUE and Incorporation of preliminary findings									36.0
QAVOC									4.0
Sub-Total Hours - Task 60	0.0	8.0	0.0	0.0	0.0	36.0	0.0		44.0
Task 60 - Route and Design Studies									0.0
Site Meter Route and Bus Stop Location Coordination and Implementation									8.0
Coordination with City on Bike Routes									11.0
QAVOC									2.0
Sub-Total Hours - Task 60	0.0	2.0	4.0	0.0	0.0	16.0	2.0		24.0
Task 70: Geotechnical Investigations									0.0
Develop Locations for borings									0.0
Incorporate Findings from Sub Consultant									8.0
QAVOC									0.0
Sub-Total Hours - Task 70	0.0	4.0	0.0	0.0	0.0	8.0	0.0		12.0
Task 80 - Roadway Design Controls									0.0
Define/Develop Design Criteria									6.0
Design Elements Data									8.0
Typical Roadway Sections									2.0
Develop Traffic Design Data									1.0
Develop Design Exceptions & Waivers									8.0
General Notes									4.0
Damnation Plan									4.0
Vertical Control Plan									2.0
Horizontal Layout Plan									2.0
Plan & Profile Sheets									4.0
Roadway Details									2.0
Roadway Sections									4.0
Pavement Sections, Concrete and/or HMA/C									1.0
Coordinate with UPRR on Railroad crossings									4.0
Develop at-grade crossings for UPRR crossings									4.0
Existing Utility Plan									4.0
Coordination with City Street and Traffic Departments									4.0
QAVOC	8.0	4.0	4.0	4.0			4.0		32.0

ATTACHMENT B

ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL Brock & Bustillos Inc.

PROJECT NAME:	Butterfield Trail Industrial Park - Street & Landscaping Improvements						12/22/2010			
	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGR	SENIOR RPLS	SURVEY CREW	CADD	ADMIN	TOTAL HOURS		
	Randy P. Brock, P.E.	Roman Bustillos, P.E.	Roman Bustillos, P.E. Sergio J. Adame, P.E. \$9,000	Isaac Camacho, RPLS	2-Man Crew	Oscar Gonzalez Aaron Alvarado \$5,000	Karina Martinez			
	\$ 165.00	\$ 125.00	\$ 99.00	\$ 115.00	\$ 118.00	\$ 85.00	\$ 50.00			
Sub-Total Hours - Task 80	6.0	4.0	7.0	2.0	0.0	12.0	1.0	28.0		
Task 90 - Drainage Evaluation Design										
Research Original Ponds Design										
Review Drainage Requirements and Master Drainage Plan										
Complete Existing Drain Conditions vs Design										
Develop Remediation Recommendation										
Prepare Recommendations to Restore Capacity										
Develop Schematics										
Incorporate into report										
Coordinate with EPWA Stormwater Section										
Perform a Localized H&M analysis										
Prepare Drainage Calculations										
Drainage Plans & Details										
Storm Sewer Plan & Profile Sheets										
QAVC	4.0							2.0		
Sub-Total Hours - Task 90	4.0	18.0	26.0	4.0	0.0	96.0	2.0	168.0		
Task 100 - Signage, Striping and Traffic Signalization										
Coordinate with Traffic Engineer and Implementation into Bid, Tech Specs and Drawings										
Striping extensions and layouts										
QAVC	2.0							0.5		
Sub-Total Hours - Task 100	2.0	4.0	0.0	0.0	0.0	0.0	0.5	6.5		
Task 110 - Traffic Control Plans and Construction Sequencing										
Phasing and sequencing development										
Review Constructability										
QAVC	12.0							2.0		
Sub-Total Hours - Task 110	12.0	28.0	0.0	0.0	0.0	16.0	2.0	58.0		
Task 120 - Electrical and Illumination Review & Design										
Coordinate with Electrical Engineer										
Implement Electrical Requirements into Bid Documents, Tech Specs and Drawings										
QAVC	1.0							0.5		
Sub-Total Hours - Task 120	1.0	4.0	18.0	0.0	0.0	0.0	0.5	23.5		
Task 130 - Roadway Aesthetics										
Coordinate with LA										
Incorporate LA into Bid, Tech Specs and Drawings										
QAVC	2.0							1.0		
Sub-Total Hours - Task 130	2.0	4.0	0.0	0.0	0.0	4.0	1.0	11.0		
Task 140 - Technical Specifications										
Coordinate for New Standard Tech Specs from City										
Implement Tech Specs										
Coordination of all disciplines tech specs										
QAVC	8.0							4.0		
Sub-Total Hours - Task 140	8.0	32.0	0.0	0.0	0.0	0.0	12.0	62.0		
Task 160 - Options of Probable Construction Cost										
Develop Civil EOPCC										
Incorporate all disciplines cost estimates and prepare phase I total estimate										
QAVC	2.0							2.0		
Sub-Total Hours - Task 160	2.0	12.0	0.0	0.0	0.0	16.0	2.0	32.0		
Task 190 - Contract Document Deliverables										
Develop Form Bid Docs										
Develop Bid Tab										
Coordinate all disciplines complete deliverables										
Prepare and Submit all Design Data, Agencies Coordination, and Record Data										
QAVC	2.0							8.0		
Sub-Total Hours - Task 190	2.0	22.0	0.0	0.0	0.0	8.0	11.0	43.0		
Task 170 - Construction Administration Services										
provide monthly Activity Reports										
QAVC	0.0							0.0		
Sub-Total Hours - Task 170	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Task 180 - Field Engineering and Inspection Services										
Sub-Total Hours - Task 180	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Sub-Total Hours - Task 190	0.0									

ATTACHMENT B

ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL Brock & Bustillos Inc.

PROJECT NAME:	Butterfield Trail Industrial Park - Street & Landscaping Improvements					12/22/2010				TOTAL HOURS
	SENIOR ENGINEER Randy P. Brock, P.E.	PROJECT MANAGER Roman Bustillos, P.E.	PROJECT ENGR Roman Bustillos, P.E. Sergio J. Adams, P.E.	SENIOR RPLS Isaac Camacho, RPLS	SURVEY CREW 2-Man Crew	CADD Osca Gonzalez Aaron Alvarado	ADMIN Karina Martinez			
	\$ 165.00	\$ 125.00	\$ 98.00	\$ 115.00	\$ 118.00	\$ 85.00	\$ 50.00			
Design Elements Data									0.0	
Typical Roadway Sections		1.0					4.0		5.0	
Develop Traffic Design Data		1.0							1.0	
Develop Design Exceptions & Waivers									0.0	
General Notes		2.0	8.0						6.0	
Demolition Plan		2.0				8.0			10.0	
Vertical Control Plan		2.0			2.0				12.0	
Horizontal Layout Plan		2.0			4.0				14.0	
Plan & Profile Sheets		2.0	8.0						18.0	
Roadway Details		2.0	2.0						10.0	
Roadway Sections		2.0	8.0						18.0	
Pavement Sections, Concrete and/or PMAC		2.0	2.0					2.0	20.0	
Coordinate with UPRR on Railroad crossings		2.0	8.0					2.0	24.0	
Develop alternate crossings for UPRR crossings		2.0	8.0					2.0	24.0	
Existing Utility Plan		4.0	8.0		4.0				8.0	
Coordination with City Street and Traffic Departments		4.0	4.0					4.0	12.0	
QA/QC	8.0							8.0	187.4	
Sub-Total Hours - Task 80	8.0	39.0	60.0	10.0	0.0	72.0		8.0	187.4	
Task 90 - Drainage Evaluation Design									0.0	
Research Original Ponds Design									0.0	
Review Drainage Requirements and Master Drainage Plan									0.0	
Compare Existing Dam Conditions to Design									0.0	
Develop Remediation Recommendation			2.0				4.0		6.0	
Prepare Recommendations to Restore Capacity			2.0				4.0		6.0	
Develop Schematics									0.0	
Incorporate into report		1.0							1.0	
Coordinate with EPOW Stormwater Section									0.0	
Perform a Localized H&H analysis			2.0						2.0	
Prepare Drainage Calculations		2.0					4.0		8.0	
Drainage Plans & Details		2.0	2.0		2.0				22.0	
Storm Sewer Plan & Profile Sheets		2.0						2.0	4.0	
QA/QC	2.0							2.0	49.0	
Sub-Total Hours - Task 90	2.0	5.0	10.0	2.0	0.0	28.0		2.0	49.0	
Task 100 - Signage, Striping and Traffic Signalization									1.0	
Coordinate with Traffic Engineer and implement into Bid, Tech Specs and Drawings		1.0							1.0	
QA/QC		2.0						0.5	2.5	
Sub-Total Hours - Task 100		2.0	0.0	0.0	0.0	0.0		0.5	4.5	
Task 110 - Traffic Control Plans and Construction Sequencing									12.0	
Phasing and sequencing development		4.0							4.0	
Review Constructability		4.0						2.0	6.0	
QA/QC	4.0							2.0	22.0	
Sub-Total Hours - Task 110	4.0	8.0	0.0	0.0	0.0	8.0		2.0	22.0	
Task 120 - Electrical and Illumination Review & Design									6.0	
Coordinate with Electrical Engineer		2.0							2.0	
Implement Electrical Requirements into Bid Documents, Tech Specs and Drawings		1.0	2.0					0.5	1.5	
QA/QC	1.0							0.5	9.5	
Sub-Total Hours - Task 120	1.0	2.0	6.0	0.0	0.0	0.0		0.5	9.5	
Task 130 - Roadway Aesthetics									2.0	
Coordinate with LA		2.0							2.0	
Incorporate LA into Bid, Tech Specs and Drawings		2.0						1.0	2.0	
QA/QC	2.0								7.0	
Sub-Total Hours - Task 130	2.0	2.0	0.0	0.0	0.0	2.0		1.0	7.0	
Task 140 - Technical Specifications									12.0	
Coordinate for New Standard Tech Specs from City		8.0							8.0	
Implement Tech Specs		8.0							12.0	
QA/QC	8.0								12.0	
Sub-Total Hours - Task 140	8.0	24.0	0.0	0.0	0.0	0.0		12.0	44.0	
Task 150 - Opinions of Probable Construction Cost									10.0	
Develop Civil EPPCC		2.0							6.0	
Incorporate all disciplines cost estimates and prepare phase total estimate		2.0						2.0	4.0	
QA/QC	2.0								10.0	
Sub-Total Hours - Task 150	2.0	8.0	0.0	0.0	0.0	0.0		2.0	4.0	
Task 160 - Contract Document Deliverables									10.0	
Develop Final Bid Docs		4.0							4.0	
Develop Bid Tab		2.0							3.0	
Coordinate all disciplines complete deliverables		4.0							6.0	
Prepare and Submit all Design Data, Agencies Coordination, and Record Data		4.0							10.0	
QA/QC	4.0								4.0	
Sub-Total Hours - Task 160	4.0	14.0	0.0	0.0	0.0	4.0		11.0	33.0	
Task 170 - Construction Administration Services									0.0	
provide monthly Activity Reports									0.0	
QA/QC									0.0	
Sub-Total Hours - Task 170		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Task 180 - Field Engineering and Inspection Services									0.0	
QA/QC									0.0	
Sub-Total Hours - Task 180		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Sub-Total Hours - Construction Phase	29.792.00	110.00	110.00	12.00	0.00	116.00		17.00	455.00	
Sub-Total Labor Cost - Construction Phase	\$ 6,800.00	\$ 17,500.00	\$ 36,260.00	\$ 115.00	\$ 0.00	\$ 116.00		\$ 2,550.00	\$ 62,265.00	
Sub-Total Labor Cost - Final Design Phase	\$ 140.00	\$ 140.00	\$ 370.00	\$ 82.00	\$ 24.00	\$ 0.00		\$ 50.00	\$ 600.00	
BID PHASE									0.0	
Assist Owner preparing for bids		2.0	4.0						18.0	
Assist in responding to Contractor Questions		2.0	4.0						6.0	
Attend Pre-bid conference		2.0	4.0						4.0	
Prepare addenda to drawings and specs.		2.0	4.0						30.0	
Assist Owner in evaluating bids		2.0	4.0						4.0	
Furnish Owner As-Built Drawings		2.0	4.0						28.0	
Sub-Total Hours - BID Phase	0.0	12.0	24.0	0.0	0.0	0.0		36.0	134.0	
Sub-Total Labor Cost - BID Phase	\$ 0.00	\$ 1,500.00	\$ 3,700.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 444.00	\$ 5,644.00	
CONSTRUCTION PHASE									2.0	
Attend Pre-construction Conf.		2.0							2.0	
Advise and consult with Owner & act as Rep. During Const.		20.0	120.0						300.0	
Periodic Site Visits		20.0	120.0						180.0	
Review Shop Drawings, Schedules, & other Const. Documents		10.0	80.0						168.0	
Conduct Final Inspection & Prepare Punch List		4.0							6.0	
Monitor/Verify Punch List Deficiencies		4.0							6.0	
Sub-Total Hours - Construction Phase	40.0	148.0	378.0	0.0	0.0	0.0		50.0	600.0	
Sub-Total Labor Cost - Construction Phase	\$ 6,800.00	\$ 17,500.00	\$ 36,260.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 2,550.00	\$ 62,265.00	
TOTAL DESIGN HOURS	140.0	140.0	370.0	82.0	24.0	0.0		50.0	259.0	
TOTAL DESIGN LABOR COST	\$ 140.00	\$ 140.00	\$ 370.00	\$ 82.00	\$ 24.00	\$ 0.00		\$ 50.00	\$ 600.00	
TOTAL PROJECT HOURS	180.0	822.0	851.0	82.0	24.0	116.0		216.5	3193.5	
TOTAL DESIGN LABOR COST	\$ 23,100.00	\$ 85,250.00	\$ 47,130.00	\$ 10,580.00	\$ 2,832.00	\$ 88,940.00		\$ 11,328.00	\$ 278,165.00	
TOTAL CONSTRUCTION LABOR COST	\$ 6,800.00	\$ 17,500.00	\$ 36,260.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 2,550.00	\$ 62,265.00	
TOTAL PROJECT LABOR COST	\$ 29,792.00	\$ 102,750.00	\$ 83,390.00	\$ 10,580.00	\$ 2,832.00	\$ 88,940.00		\$ 13,878.00	\$ 342,025.00	

ATTACHMENT B

**ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL
Brock & Bustillos Inc.**

	D	E	F	G	H	I	J	K	L	
1	PROJECT NAME:	Butterfield Trail Industrial Park - Street & Landscaping Improvements					12/22/2010			
2		SENIOR	PROJECT	PROJECT	SENIOR	SURVEY	CADD	ADMIN	TOTAL	
3		ENGINEER	MANAGER	ENGR	RPLS	CREW			HOURS	
4		Randy P. Brock, P.E.	Roman Bustillos, P.E.	Roman Bustillos, P.E.	Isaac Camacho, RPLS	2-Man Crew	Oscar Gonzalez	Karina Martinez		
5				Sergio J. Adame, P.E.			Aaron Alvarado			
6		\$ 165.00	\$ 125.00	\$ 98.00	\$ 115.00	\$ 118.00	\$ 85.00	\$ 50.00		
7	PRELIMINARY DESIGN PHASE (60 Calendar Days)									
8	Task 40- Field Surveys and Right-Of-Way Maps									
9	Boundary, topographic and improvement Survey Field Work				8.0	288.0	288.0	16.0	600.0	
10	Utility Research				8.0			16.0	24.0	
11	Records review				8.0			4.0	12.0	
12	Plotting/ROW/Control Review				8.0			60.0	68.0	
13	Prepare ROW, boundary, topographs and improvement maps				8.0			28.0	36.0	
14	Incorporate Utility Research/As-built on Maps				4.0			4.0	4.0	
15	Generate Earthwork Calculations	2.0		2.0	8.0			2.0	14.0	
16	QA/QC				8.0	288.0	476.0	34.0	882.0	
17	Sub-Total Hours - Task 40	2.0	0.0	2.0	60.0	288.0	476.0	34.0	862.0	
18	Sub-Total Hours - Preliminary Design Phase	2.0	0.0	2.0	60.0	288.0	476.0	34.0	862.0	
19	Sub-Total Labor Cost - Preliminary Design Phase	\$330.00	\$0.00	\$196.00	\$6,990.00	\$33,994.00	\$40,460.00	\$1,700.00	\$83,570.00	
20	PRELIMINARY DESIGN PHASE (60 Calendar Days)									
21	Task 40- Field Surveys and Right-Of-Way Maps									
22	Boundary, topographic and improvement Survey Field Work				4.0	12.0	12.0	2.0	30.0	
23	Utility Research				4.0			4.0	20.0	
24	Records review				2.0			4.0	6.0	
25	Plotting/ROW/Control Review				8.0			12.0	20.0	
26	Prepare ROW, boundary, topographs and improvement maps				2.0			12.0	14.0	
27	Incorporate Utility Research/As-built on Maps							12.0	12.0	
28	Generate Earthwork Calculations	2.0		2.0	4.0			2.0	10.0	
29	QA/QC				2.0	12.0	64.0	8.0	114.0	
30	Sub-Total Hours - Task 40	2.0	0.0	2.0	26.0	12.0	64.0	8.0	114.0	
31	Sub-Total Hours - Pre-Final Design Phase	2.0	0.0	2.0	26.0	12.0	64.0	8.0	114.0	
32	Sub-Total Labor Cost - Pre-Final Design Phase	\$330.00	\$0.00	\$196.00	\$2,990.00	\$1,416.00	\$5,440.00	\$400.00	\$10,772.00	
33	FINAL DESIGN PHASE									
34	Task 40- Field Surveys and Right-Of-Way Maps									
35	Boundary, topographic and improvement Survey Field Work				1.0	4.0	4.0	4.0	11.0	
36	Utility Research				1.0			2.0	3.0	
37	Records review				1.0			2.0	3.0	
38	Plotting/ROW/Control Review				1.0			8.0	9.0	
39	Prepare ROW, boundary, topographs and improvement maps				1.0			8.0	9.0	
40	Incorporate Utility Research/As-built on Maps				1.0			8.0	9.0	
41	Generate Earthwork Calculations							8.0	8.0	
42	QA/QC	2.0		2.0	4.0			2.0	10.0	
43	Sub-Total Hours - Task 40	2.0	0.0	2.0	10.0	4.0	34.0	8.0	60.0	
44	Sub-Total Hours - Final Design Phase	2.0	0.0	2.0	10.0	4.0	34.0	8.0	60.0	
45	Sub-Total Labor Cost - Final Design Phase	\$330.00	\$0.00	\$196.00	\$1,150.00	\$472.00	\$2,890.00	\$400.00	\$5,438.00	
46	TOTAL SURVEY HOURS	6.0	0.0	6.0	96.0	304.0	674.0	80.0	1036.0	
47									\$99,780.00	

ATTACHMENT B

ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL
Brock & Bustillos Inc.

PROJECT NAME: Butterfield Trail Industrial Park - Street & Lz 05100-042
DETAILED SURVEY COSTS

12/22/2010

<u>Supplies (Surveying)</u>	<u>Number</u>				<u>\$/Item</u>	<u>Cost</u>	
Stakes	-	each			-	\$ -	
Nails	500	each			0.08	\$ 41.25	
Flagging	5,000	LF			0.01	\$ 45.42	
Whiskers	-	each			0.15	\$ -	
Rebar	-	each			-	\$ -	
Caps	-	each			0.45	\$ -	
Paint-Pink	120	cans			5.00	\$ 600.00	
Paint-Orange	-				5.00	\$ -	
Paint-Yellow	-				5.00	\$ -	
Paint-White	-				5.00	\$ -	
Paint-Blue	-				5.00	\$ -	
Paint-Green	-				5.00	\$ -	
Pipe	-				-	\$ -	
Concrete Sack	-				-	\$ -	
Panel Marker	-				-	\$ -	
Ribbon	-				-	\$ -	
4" Hubs	-				0.30	\$ -	
6" Hubs	1,000				0.37	\$ 372.50	
Lathes-Reg	1,000				0.34	\$ 341.00	
Lathes-Heavy Duty	-				0.45	\$ -	\$ 1,400.17
<u>Transportation for Services</u>	<u>Mi./Pd.</u>	<u>Days</u>	<u>Qty.</u>	<u>SubTotal</u>	<u>\$/mile</u>	<u>Cost</u>	
Local Mileage - POVs	0	0	0	0	0.50	\$ -	
Local Mileage - Survey Vehicle(s)	26	35	1	910	0.75	\$ 682.50	
Local Mileage - RPR	0	0	0	0	0.50	\$ -	\$ 682.50
<u>Communications</u>	<u>Items/Pd.</u>	<u>Wks.</u>	<u>Each</u>	<u>SubTotal</u>	<u>\$/Item</u>	<u>Cost</u>	
Postage	5	40	1	200	0.44	\$ 88.00	
Telephone and Radio	1	4	1	4	35.00	\$ 140.00	
Priority Mail	0	0	0	0	17.50	\$ -	\$ 228.00
<u>Miscellaneous</u>	<u>Number</u>	<u>Days</u>	<u>Each</u>	<u>SubTotal</u>	<u>\$/Item</u>	<u>Cost</u>	
Safety equipment, monitoring, enforcement	1	35	1	35	25.00	\$ 875.00	
Title Commitment	0	0	0	0	-	\$ -	
Traffic Control	1	35	1	35	75.00	\$ 2,625.00	\$ 3,500.00
<u>GPS Equip., Photos, Boards, etc.</u>	<u>Number</u>	<u>Days</u>	<u>Each</u>	<u>SubTotal</u>	<u>\$/Item</u>	<u>Cost</u>	
Additional GPS Equipment	0	0	0	0	-	\$ -	
GPS Network Usage	1	35	1	35	25.00	\$ 875.00	
OPUS Calibration	1	2	1	2	450.00	\$ 900.00	
Ground Penetrating Radar	0	0	0	0	-	\$ -	
Ground Penetrating Radar Interpretation	0	0	0	0	-	\$ -	
Poster Boards for Public Presentations	2	1	1	2	100.00	\$ 200.00	
Digital Project Photos	1	30	1	30	1.00	\$ 30.00	\$ 2,005.00
Subtotal Direct Costs						\$	7,815.67

ATTACHMENT B

Sheets	Count	Subs Count
Title Sheet	1	
Index Sheet	1	
General Notes	1	1
Typical Cross Sections	1	1
Phasing	6	
Traffic Control	8	
Demolition	8	2
Boring Logs		3
Horiz & Vert Control Plan	8	
Street Plan & Profile	44	
Roadway Details	6	
Cross Sections	55	
Drainage Plan	2	
Drainage Calcs	2	
Drainage Details	2	
Ponding Improvements	4	
Roundabout Layout	5	5
Roundabout Details	2	2
Summary of Small Signs	2	1
Signage/Striping Plan	8	2
Conduit Plan	8	
Railroad Flashers	8	2
Illumination	0	
Illumination Details	0	
Existing Utility Plan	8	
Landscaping		123
Landscaping Details		9
SWPPP	8	
Consultant Sheets	198	151
Consultant Sheets		349
Standards		
Traffic Control	2	
Roadway	1	
Drainage	1	
Traffic	10	
Illumination	1	
Erosion Control	1	
EPIC Sheet	1	
Standards Sub-Total	17	0
TOTAL SHEET COUNT		366



December 8, 2010

Roman Bustillos
Brock & Bustillos, Inc.
417 Executive Center Blvd.
El Paso, TX 79902

Re: Revised Landscape Architecture Services for Butterfield Trail Industrial Park Pavement Rehab and Landscaping

Dear Roman:

This proposal is based on your firm having been chosen as the winning team for the above referenced project; thank you for including our firm on your winning team. We have based our proposal on the RFQ and scoping meeting held November 2, 2010 which Deborah Blea Hradek from our firm attended and the recent email you sent. This proposal includes design services for existing and new medians, parkways, roundabouts and amenities for the streets in the Butterfield Trail Industrial Area which are as follows Leigh Fisher from Airport to Founders Way, Butterfield Trail from Airport to Butterfield, Founders Way from Airport to Walter Jones, Concord from Butterfield Trail to Founders Way, Zane Grey from Leigh Fisher to Founders Way, Butterfield Loop from Butterfield Trail, Spur from Leigh Fisher to Founders Way, Celerity Wagon from Spur to Founders Way. We have also included a fee for Walter Jones Blvd. from Founders Blvd. to Global Reach Drive which was requested as an alternate. Additionally, we have included color renderings as an optional service, as they are often useful for presentations or marketing to potential tenants. We have assumed a construction budget of approximately \$1,500,000 for the landscape upgrades, renovations and new landscape areas; however, if the landscape budget increases, we reserve the right to request additional monies to account for the upgraded landscape. We are assuming that the plan set would require approximately 132 sheets for the base areas and 7 additional sheets for the alternate area based on an initial take-off of the area. The Scope of Services and Fees includes three (3) tasks for this project which comprise: Design, Bidding Phase Services and Construction Phase Services. We have assumed that you will provide us with digital base plans or a survey and any pertinent information that we would need to complete our efforts. We are also assuming that the work will be conducted with the El Paso International Airport representatives and City of El Paso Department of Transportation representatives; however, we have not planned for any TXDOT approval process. Also, we have included site furnishings such as benches, pet waste stations, paving around bus stops or paving within the landscape circle of the roundabout. We have not included sidewalk layouts, new curbing, signage, built elements or public art in this proposal or any additional consultants, specialists or TDLR review. If something additional becomes necessary that we have not as of yet included, we would be happy to contract with other disciplines, should they be required. Below is a more detailed Scope of Services.

SCOPE OF SERVICES

1. Design

The Landscape Design for Butterfield Trail Industrial Park Pavement Rehab and Landscaping Project involves development of Preliminary Plans (30%), Pre-final Plans (60%) and Final Design Construction Documents (90% & 100%) for the landscape, irrigation, construction of built elements and other ground treatments. Landscape concepts for the project will be based on our discussions with you, El Paso International Airport representatives, City of El Paso Engineering and City of El Paso Department of Transportation representatives and the city's guidelines for street medians and parkways. Following an initial meeting, site visit and

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cataloguing of the existing plant materials and conditions, the design process will begin. The phases of work are as follows:

- **Schematic/Conceptual Plan (30% Complete)** -- Based on our kick-off meeting, Sites Southwest will then develop a schematic landscape plan for the project based on our meetings with yourselves, representatives of the City of El Paso and others involved in the project. This plan will include construction plans, planting plans, an irrigation master plan, and appropriate sketches, details and notations. The Planting and Construction Plans will outline plant arrangement and types, materials, quantities, sizes and other applicable information. The Irrigation Master Plan will show general irrigation concepts including point-of-connection, head types, and a legend. A preliminary opinion of probable cost will be provided.
- **Construction Documents (60, 90% & 100% Complete)** -- Following approval of the Schematic Design we will move into Design Development. The next phase of work will consist of the development of to-scale designs for the hardscape (built elements and other ground treatments), landscape, irrigation, minor grading, details and enlargements as needed. This plan, as with all stages of work, will be available to present to City of El Paso staff for approval prior to moving onto the next stage of work. Following approval of design development plans, final landscape design will ensue. Landscape design documents will include construction drawings for planting, irrigation, minor grading, enlargements and appropriate design details. The drawings will be accompanied with specifications and an opinion of probable cost at each stage of design work. All of the work will be developed digitally in AutoCAD and all plans will be drawn to-scale. The work will be stamped final for construction (100%).

We have planned for 132 sheets for the base area (41 Construction, 41 Planting, 41 Irrigation, 2 Enlargement Sheets, 4 Detail Sheets and 3 Notes and Legends Sheets). This task also accounts for time for meetings and processing which will be necessary for the work efforts. It includes time for six (6) team meetings, a kick-off meeting and three (3) review meetings with The City of El Paso for redline review and approvals and time for minor processing through government channels. We have also included time for general coordination and also plan coordination during each phase of work. No public meetings or coordination with TXDOT are planned into the scope of services.

**Design Phase Fees: \$90,770.00 Lump Sum [Base Area]
\$8,155.00 Lump Sum [Alternate]
\$1,400.00 each, Lump Sum [Color Renderings] (Optional)**

2. Bidding Phase Services

This phase of work includes Bidding Phase Services. Bidding services include attendance at a pre-bid meeting, assistance during the bidding process, answer bidder's questions, review of bidder's proposals and plan clarifications. Time will be charged on a Time and Materials basis with a "not-to-exceed" figure.

Bidding Phase Fees: Time and Materials, not to exceed \$3,555.00

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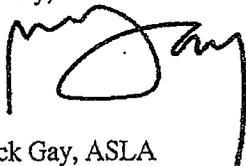
3. Construction Phase Services

This phase of work includes Construction Phase Services. Construction services include a pre-construction meeting, coordination with the contractor, construction observation and 32 site visits over an 8 month period during construction. This task also includes construction coordination, review of submittals, preparation of change orders, preparation of as-built/record drawings from the contractors mark-ups and a warrantee inspection to ensure the contractor has complied with the design and clean-up specifications. Time will be charged on a Time and Materials basis with a "not-to-exceed" figure.

Construction Phase Fees: Time and Materials, not to exceed \$20,360.00

If this proposal is acceptable, please sign below. This fee estimate is subject to renegotiation if not accepted within thirty (30) days. Items additional to those outlined in the above scope of services and Time and Materials items will be invoiced based on the fee schedule in effect at the time we perform services. We look forward to completing this project for you.

Sincerely,



Patrick Gay, ASLA
Principal
PG/DBH/cnc



Deborah Blea Hradek, ASLA, APA
Director of El Paso-Texas Operations

Enclosures

ACCEPTED:

BY: _____

TITLE: _____

FIRM: _____

DATE: _____

**Landscape Architectural Scope of Services/Person Hours for
Butterfield Trail Industrial Park Pavement Rehab and Landscaping
December 8, 2010**

Task Description	Principal		Project Manager/ Licensed Irrigator		Landscape Designer		Administrative Assistant		TOTALS
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
		\$125.00		\$90.00		\$75.00		\$45.00	
1. Design									
- Kick-off Meeting	4	\$500.00	4	\$360.00	4	\$300.00		\$0.00	\$1,160.00
- Site Visit	4	\$500.00	6	\$540.00	6	\$450.00		\$0.00	\$1,490.00
- Catalogue existing plant materials and conditions		\$0.00	8	\$720.00	18	\$1,350.00	4	\$180.00	\$2,250.00
♦ Preliminary Design (30% complete) [BASE AREA]									
- Construction Plans	4	\$500.00	20	\$1,800.00	44	\$3,300.00		\$0.00	\$5,600.00
- Planting Plans	4	\$500.00	18	\$1,620.00	36	\$2,700.00		\$0.00	\$4,820.00
- Irrigation Concepts	3	\$375.00	10	\$900.00	20	\$1,500.00		\$0.00	\$2,775.00
- Schematic Design Coordination	4	\$500.00	16	\$1,440.00	12	\$900.00		\$0.00	\$2,840.00
- Specifications (Preliminary)	1	\$125.00	3	\$270.00		\$0.00	6	\$270.00	\$665.00
- Construction Cost Estimate (Draft)	2	\$250.00	3	\$270.00	8	\$600.00	2	\$90.00	\$1,210.00
♦ Pre Final Design (60% complete) [BASE AREA]									
- Construction Plans	4	\$500.00	28	\$2,520.00	60	\$4,500.00		\$0.00	\$7,520.00
- Planting Plans	4	\$500.00	28	\$2,520.00	60	\$4,500.00		\$0.00	\$7,520.00
- Irrigation Plans	6	\$750.00	30	\$2,700.00	64	\$4,800.00		\$0.00	\$8,250.00
- Plan Development Coordination	2	\$250.00	8	\$720.00	6	\$450.00		\$0.00	\$1,420.00
- Specifications	1	\$125.00	8	\$720.00		\$0.00	10	\$450.00	\$1,295.00
- Construction Cost Estimate	2	\$250.00	4	\$360.00	10	\$750.00	3	\$135.00	\$1,495.00
♦ Final Design (90% & 100% complete) [BASE AREA]									
- Construction Plans	4	\$500.00	30	\$2,700.00	60	\$4,500.00		\$0.00	\$7,700.00
- Planting Plans	4	\$500.00	30	\$2,700.00	60	\$4,500.00		\$0.00	\$7,700.00
- Irrigation Plans	4	\$500.00	32	\$2,880.00	64	\$4,800.00		\$0.00	\$8,180.00
- Final Plan Coordination	2	\$250.00	8	\$720.00	16	\$1,200.00	2	\$90.00	\$2,260.00
- Specifications (Final)	1	\$125.00	6	\$540.00		\$0.00	10	\$450.00	\$1,115.00
- Construction Cost Estimate (Final)	2	\$250.00	4	\$360.00	14	\$1,050.00	3	\$135.00	\$1,795.00
- Final QA/QC	5	\$625.00	12	\$1,080.00		\$0.00		\$0.00	\$1,705.00
♦ Walter Jones Blvd. (Alternate)									
- Construction Plans	1	\$125.00	6	\$540.00	16	\$1,200.00		\$0.00	\$1,865.00
- Planting Plans	1	\$125.00	6	\$540.00	18	\$1,350.00		\$0.00	\$2,015.00
- Irrigation Plans	1	\$125.00	10	\$900.00	20	\$1,500.00		\$0.00	\$2,525.00
- Alternate Plan Coordination		\$0.00	4	\$360.00	4	\$300.00	1	\$45.00	\$705.00
- Construction Cost Estimate (Alternate)	1	\$125.00	2	\$180.00	4	\$300.00	1	\$45.00	\$650.00
- Alternate QA/QC	1	\$125.00	3	\$270.00		\$0.00		\$0.00	\$395.00
♦ City of El Paso Meetings for redlines & review (3)		\$0.00	6	\$540.00	6	\$450.00		\$0.00	\$990.00
♦ Team Design Meetings (6)		\$0.00	18	\$1,620.00	18	\$1,350.00		\$0.00	\$2,970.00
♦ General Coordination & Processing	3	\$375.00	16	\$1,440.00	20	\$1,500.00	2	\$90.00	\$3,405.00
♦ Direct Expenses: Printing, Copies, Travel									\$3,800.00
	71	\$8,875.00	383	\$34,470.00	664	\$49,800.00	44	\$1,980.00	\$98,925.00

ATTACHMENT B

**Landscape Architectural Scope of Services/Person Hours for
Butterfield Trail Industrial Park Pavement Rehab and Landscaping
December 8, 2010**

Task Description	<u>Principal</u>		<u>Project Manager/ Licensed Irrigator</u>		<u>Landscape Designer</u>		<u>Administrative Assistant</u>		<u>TOTALS</u>
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
		\$125.00		\$90.00		\$75.00		\$45.00	
2. Bidding Phase Services									
♦ Attend Pre Bid Meeting		\$0.00	3	\$270.00	3	\$225.00		\$0.00	\$495.00
♦ Plan Clarifications		\$0.00	10	\$900.00	16	\$1,200.00		\$0.00	\$2,100.00
♦ Bidding Coordination with B&B, COEP		\$0.00	4	\$360.00	8	\$600.00	5	\$225.00	\$1,185.00
	0	\$0.00	17	\$1,530.00	24	\$1,800.00	5	\$225.00	\$3,555.00
3. Construction Phase Services		\$0.00		\$0.00		\$0.00		\$0.00	
♦ Attend Pre Construction Meeting		\$0.00	4	\$360.00	4	\$300.00		\$0.00	\$660.00
♦ Review Submittals/Prepare Change Orders		\$0.00	6	\$540.00	10	\$750.00	2	\$90.00	\$1,380.00
♦ Site Visits (32 total over 8 months)		\$0.00	64	\$5,760.00	32	\$2,400.00	32	\$1,440.00	\$9,600.00
♦ Punch List & Final Site Visit (2 total)		\$0.00	10	\$900.00	10	\$750.00	4	\$180.00	\$1,830.00
♦ As-built Drawings	2	\$250.00	12	\$1,080.00	42	\$3,150.00		\$0.00	\$4,480.00
♦ Construction Coordination	2	\$250.00	14	\$1,260.00	16	\$1,200.00		\$0.00	\$2,710.00
	4	\$500.00	110	\$9,900.00	110	\$8,250.00	38	\$1,710.00	\$20,360.00
TOTAL ALL PHASES	75	\$9,375.00	510	\$45,900.00	798	\$59,850.00	87	\$3,915.00	\$122,840.00

Notes

ATTACHMENT B

**TRAFFIC ENGINEERING DESIGN SERVICES
FOR BUTTERFIELD INDUSTRIAL PARK
SCOPE OF WORK FOR ALL DESIGN PHASES
Traffic Counts, Traffic Signage and Markings,
Four Roundabout Considerations, and Geometrics improvements
on Walter Jones Blvd,**

This scope of work is prepared to provide traffic engineering services for the above titled project. The extent of services, as described below, will be to provide traffic engineering design services for the Butterfield Industrial Park. The Butterfield Industrial Park project being approximately 33,350 feet in length.

Task 1 TRAFFIC COUNTS –

Collect 12 hour turning movement counts on Walter Jones Blvd at Spur Drive, Walter Jones Blvd at Celerity Wagon St, Walter Jones Blvd at Leigh Fisher Blvd, Butterfield Trail Blvd at Zane Grey St, Butterfield Trail Blvd at Leigh Fisher Blvd.

Task 2 INVENTORY OF THE EXISTING TRAFFIC SIGNING AND MARKINGS -

Digital inventory of the existing traffic signing and markings. This task will be performed for all street within the Butterfield Industrial Park. The approximate distance of this inventory is approximately 33,350 feet.

The deliverable will be a map containing a listing of the recorded observations. The mapping will contain the sign type and number of traffic control appurtenances, signs, and the pavement markings. This task will take approximately twelve (12) working days to complete.

Task 3 COORDINATE WITH COEP STAFF AND USER DEPARTMENTS -

Conduct a meeting(s) with COEP staff and each affected user department which may be impacted by this project.

The deliverable will be minutes and notes of any meeting(s) held with COEP and the user departments. These materials will be delivered in MS Word format.

Task 4 DESIGN OF TRAFFIC SIGNING, AND MARKING PLANS -

Design of the depiction of the traffic signs as required, for the project site, design the new pavement markings that are to be placed in the project site for a distance of the project streets of one hundred (100) feet in each direction from the cross-streets from roadway centerline intersections. This part of the projects shall be designed to COEP standards. City of El Paso is to provide the bid codes and units used by the COEP for the items to be constructed in this task.

The plan development also includes providing of standards, specifications, and opinion of probable cost for the signing and markings plan.

The deliverables will be a set of design plans, design standards, specifications for traffic signing, and traffic markings.

However, this phase cannot proceed until Brock & Bustillos Consulting Engineers provides the survey plans for the location of right of ways, curbs, sidewalks, curb ramps, and intersection geometrics configurations. This task will take approximately forty (40) working days to complete.

Task 5 DESIGN OF ROUNDABOUTS –

Provide capacity analysis, geometric layout, and traffic simulation services for proposed roundabouts at the intersections of Butterfield Trail Blvd at Zane Grey St, Butterfield Trail Blvd at Leigh Fisher Blvd, Walter Jones Blvd at Leigh Fisher Blvd, and Walter Jones at Celerity Wagon St.

1. Capacity Analysis:

Provide capacity analysis for four (4) potential roundabout locations using the collected traffic volumes utilizing SIDRA. SIDRA will provide a determination of the number, and configuration, of lanes needed to provide an acceptable Level of Service (LOS).

2. Geometric Schematic Layout:

Develop 2D geometric schematic layouts, based on the SIDRA capacity analysis, which will be used to determine the Right of Way (ROW) necessary to actually construct the roundabouts. The 2D layouts will also be used as a background image for the VISSIM traffic simulation model.

3. Roundabout Design:

Design of the final geometric drawings, signing and markings for the each of the roundabouts.

Task 6 REDESIGN OF THE WALTER JONES CURVE –

Develop the geometrics for the redesign of the Walter Jones Blvd curvature east of the Butterfield Industrial Park. Coordinate with Brock & Bustillos for civil design of the project.

Task 7 BIDDING PHASE

This task will involve the preparation of the bid proposal documents, attend a pre-construction conference, review the submitted bid documents, and make a bid recommendation with reference to the traffic engineering elements of the project.

Task 8 CONSTRUCTION ADMINISTRATION

This task will involve the review of materials submittals, one weekly construction meeting, and one weekly site visit to observe the construction of the traffic engineering part of this project and preparation of "As-Built" drawings based on a fifteen (15) month construction period.

RESPONSIBILITIES OF Brock & Bustillos Consulting Engineers TO MARTINEZ ENGINEERING GROUP (MEG):

1. Provide geotechnical investigation reports of the project in the proximity of the location of the traffic signal foundations. The geotechnical report shall contain the Texas Cone Penetrometer ("N" Blows/Feet) *not* using the top 12" of soil.
2. Provide survey level mapping of the project site, and the final intersection geometrics.
3. Brock & Bustillos Consulting Engineers will provide all bid plan sets and bid documents.

SPECIAL NOTES:

1. This proposal will provide for one iteration of all components for two roundabouts.

ATTACHMENT B

2. This proposal does not include any utility or utility relocation work.
Brock & Bustillos Consulting Engineers will set final elevations for the roundabout extents
3. Working days shown may run concurrently.
4. No work can begin by MARTINEZ ENGINEERING GROUP until all survey work is completed.
5. MEG will provide one electronic copy and one 24"x36" original drawing for each project sheet for Brock & Bustillos Consulting Engineers to reproduce for all submittals.

EXCLUSIONS:

Design of traffic signals.

Construction traffic control plans.

END SCOPE OF WORK

ATTACHMENT B

BROCK & BUSTILLOS CONSULTING ENGINEERS
 Traffic Engineering Services
 Butterfield Industrial Park
 Approximately 33, 338 feet of Roadway

RESOURCE TASK	Principal	Traffic Engineer	Engineering Technician	Admin/Clerical Support	Direct Cost	TASK COST
PRELIMINARY DESIGN PHASE (35% Completion)						
TASK 1 - TRAFFIC COUNTS						
1.1 Collect 12 Hour Turning Movement Counts at five Intersections		6	16	8	\$3,180.00	\$5,424.00
TASK 2 - INVENTORY OF THE EXISTING TRAFFIC SIGNING & MARKINGS						
2.1 Field Inventory		40	40			\$6,600.00
2.2 Plan Preparation		24	32			\$4,440.00
TASK 3 - PROJECT MEETINGS						
3.1 Meetings with COEP Staff & User Departments	8	12		28		\$3,316.00
						\$0.00
TASK 4 - DESIGN OF TRAFFIC SIGNING AND MARKING PLANS						
4.1 Develop Signing and Markings Plan (35%)	4	60	80	12		\$12,044.00
4.2 Material Research for Specifications (35%)						\$0.00
4.3 Material Compilation for Specifications (35%)						\$0.00
4.4 Specification Preparation (35%)	2	16		8		\$2,236.00
4.5 Estimate Preparation (35%)	2	8		6		\$1,312.00
TASK 5 - DESIGN OF ROUNDABOUTS						
5.1 Capacity Analysis (35%)	3	26	26	2		\$4,704.00
5.2 Geometric Schematic Layouts (35%)	7	56	37	7	\$250.00	\$9,439.00
5.3 Roundabout Design (35%)	4	44	24	6	\$250.00	\$7,027.00
5.4 Estimate Preparation (35%)	1	6		4		\$908.00
TASK 6 - REDESIGN OF WALTER JONES BLVD CURVE						
6.1 Geometric Schematic Layouts (35%)	2	24	32			\$4,609.00
6.3 Traffic Simulation (35%)	2	8	6			\$1,420.00
6.4 Roadway Design (35%)	3	32	24	4		\$5,288.00
6.5 Estimate Preparation (35%)	1	4		4		\$699.00
						Task Subtotal = \$64,102.00
PRE-FINAL DESIGN PHASE (80% Completion)						
TASK 2 - PROJECT MEETINGS						
2.1 Meetings with COEP Staff & User Departments	4	6		2		\$1,154.00
TASK 4 - DESIGN OF TRAFFIC SIGNING AND MARKING PLANS						
4.1 Develop Signing and Markings Plan (80%)	2	40	60	8		\$8,356.00
4.2 Material Research for Specifications (80%)						\$0.00
4.3 Material Compilation for Specifications (80%)						\$0.00
4.4 Specification Preparation (80%)	1	16		4		\$1,958.00
4.5 Estimate Preparation (80%)	1	8		4		\$1,118.00
						\$0.00
TASK 5 - DESIGN OF ROUNDABOUTS						
5.1 Capacity Analysis (80%)	3	24	32	1		\$4,812.00
5.2 Geometric Schematic Layouts (80%)	7	56	50	4	\$250.00	\$10,093.00
5.3 Roundabout Design (80%)	4	52	32	4	\$250.00	\$8,263.00
5.4 Estimate Preparation (80%)	1	12		2		\$1,454.00
TASK 6 - REDESIGN OF WALTER JONES BLVD CURVE						
6.1 Geometric Schematic Layouts (80%)	2	10	20			\$2,470.00
6.3 Traffic Simulation (80%)	2	8	12			\$1,780.00
6.4 Roadway Design (80%)	3	20	24	2		\$3,954.00
6.5 Estimate Preparation (80%)	1	6		2		\$824.00
						Task Subtotal = \$46,236.00
FINAL DESIGN PHASE (100% Completion)						
TASK 2 - PROJECT MEETINGS						
2.1 Meetings with COEP Staff & User Departments	4	4		2		\$944.00
TASK 4 - DESIGN OF TRAFFIC SIGNING AND MARKING PLANS						
4.1 Develop Signing and Markings Plan (100%)	2	10	24	4		\$2,878.00
4.2 Material Research for Specifications (100%)						\$0.00
4.3 Material Compilation for Specifications (100%)						\$0.00
4.4 Specification Preparation (100%)	1	8		2		\$1,034.00
4.5 Estimate Preparation (100%)	1	8		2		\$1,034.00
TASK 5 - DESIGN OF ROUNDABOUTS						
5.1 Capacity Analysis (100%)	3	12	16	1		\$2,592.00
5.2 Geometric Schematic Layouts (100%)	7	28	28	2	\$250.00	\$5,749.00
5.3 Roundabout Design (100%)	4	24	24	1	\$250.00	\$4,717.00
5.4 Estimate Preparation (100%)	1	8		1		\$982.00
						\$0.00
TASK 6 - REDESIGN OF WALTER JONES BLVD CURVE						
6.1 Geometric Schematic Layouts (100%)	1	8	10			\$1,670.00
6.3 Traffic Simulation (100%)	1	8	12			\$1,670.00
6.4 Roadway Design (100%)	2	8	24	1		\$2,542.00
6.5 Estimate Preparation (100%)	1	4		1		\$572.00
						Task Subtotal = \$24,724.00
BIDDING PHASE						
TASK 7 BIDDING SERVICES						
7.1 Bid Proposal Preparation	1	8		4		\$1,118.00
7.2 Preconstruction Conference	2			1		\$262.00
7.3 Bid Tabulations		4				\$420.00
7.4 Bid Review & Recommendation	1			2		\$194.00
						Task Subtotal = \$1,994.00
CONSTRUCTION ADMINISTRATION PHASE						
TASK 8 CONSTRUCTION ADMINISTRATION SERVICES						
8.1 Construction Kick-Off Conference	2					\$220.00
8.2 Material Submittals Review	1	14		2		\$1,664.00
8.3 Weekly Site Meetings		50		40		\$6,930.00
8.4 Preparation of "As-Built" Drawings	2	18	40	1	\$1,900.00	\$6,202.00
						Task Subtotal = \$15,016.00
TOTAL PROJECT HOURS	107	842	709	181		
RESOURCE RATE	\$110.00	\$165.00	\$60.00	\$42.00		
RESOURCE COST	\$11,770.00	\$88,410.00	\$42,540.00	\$7,602.00	\$3,000.00	\$152,072.00



Construction Materials Testing
Geotechnical Engineering
Environmental Site Assessments
Forensic Analysis /Testing

November 15, 2010 (Revised December 10, 2010)

Brock & Bustillos, Inc.
417 Executive Center Blvd.
El Paso, Texas 79902

Attn.: Mr. Roman Bustillos, P.E.
President

Re: Proposal for General Soils Investigation
City of El Paso – Butterfield Trail Industrial Park Pavement Rehabilitation
El Paso, El Paso County, Texas
CQC Proposal No.: PGCQC10-086

Dear Mr. Bustillos:

In response to your request, CQC Testing and Engineering, LLC. (CQC) is pleased to provide Brock & Bustillos, Inc. (Client), with this revised proposal to conduct a soils investigation for the above referenced project. As requested, this revised proposal reflects a reduction in our original proposed scope of work based on the City of El Paso comments. We thank you for providing our firm an opportunity to provide soils evaluation services on this important street infrastructure improvements project. This proposal presents our understanding of the project, our proposed scope of services, lump sum fee and our standard terms and conditions associated with our services on this project.

I. Project Description

Based on the information provided by our client, we understand that the subject project consists of street and drainage improvements within several streets within the Butterfield Trail Industrial Park area in El Paso, El Paso County, Texas. The streets to be repaired include Leigh Fisher Boulevard, Butterfield Trail Boulevard, Founders Way, Concord Street, Zane Gray Street, Butterfield Circle, Spur Drive, and Celerity Wagon Street. The total linear footage of the streets to be improved is approximately \pm 33,300 feet. It is our understanding that the proposed improvements shall include the replacement of the existing pavement structure with a new rigid pavement structure and an alternate Hot Mix Asphaltic Concrete (HMAC) pavement section with base course and compacted subgrade or stabilized subgrade soils with a geotextile or cement. The project shall also consist of the design and construction of sidewalks, driveways, curb and gutter, ADA ramps, traffic signals, and the incorporation of median landscaping.

Our objective shall consist of performing a soils investigation within the street improvement limits, evaluating the subsurface soil conditions, and developing geotechnical related soils information and recommendations to guide design and construction of the new pavement structures and site work for the streets.

II. Scope of Services

Based on information obtained from the project scoping meeting held on 11/2/10 and our observations of the pavement conditions during the site visit, our scope of work should consist of further evaluating the pavement by conducting a distress study to identify the types of distress present within the subject streets. This study shall also include coring the existing asphaltic-concrete pavement at up to twenty-four (24) locations with a diamond impregnated drill bit to evaluate the pavement thicknesses. The information gathered from this study shall be used in our pavement recommendations.

ATTACHMENT B

November 15, 2010 (Revised December 10, 2010)
CQC Proposal No. PGCQC10-086
Brock & Bustillos, Inc.
General Soils Investigation
City of El Paso – Butterfield Trail Industrial Park Pavement Rehabilitation
El Paso, El Paso County, Texas

According to our review of the proposed project scope of work provided by our client, we propose to drill a total of thirty-four (34) soil exploration borings within the project limits at intervals of approximately 980 linear feet along the streets referenced above. The soil borings shall be staggered along the west bound and east bound lanes of the streets. Our proposed boring locations are shown on the attached Sheet 1.

In general the borings shall be drilled to a maximum depth of 10 feet or reasonable auger refusal, each below the existing pavement surface elevation at the time of our drilling activities. The borings shall be drilled in general accordance with standard procedures using a truck-mounted rotary-drilling rig utilizing hollow stem augers. During our drilling activities Standard Penetration Tests (SPT's), in accordance with ASTM procedures, shall be collected at discrete intervals to the maximum boring depths to estimate the relative field bearing capacity of the subsurface soils. In conjunction with our penetration tests, soil samples shall be collected using conventional split-spoon sampling techniques or as required based on the encountered soil conditions. In addition, up to sixteen (16) bulk subgrade samples shall be collected from selected boring locations for laboratory California Bearing Ratio (CBR) Testing.

All collected soil samples shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples shall be sealed to prevent moisture loss and transported to our laboratory for further evaluation and soil classification testing. Our soil laboratory tests shall consist of moisture contents, plasticity index tests, sieve analysis, a maximum of four soil swell tests and four soil expansion index tests.

Our proposed scope of laboratory work also includes performing up to eight (8) asphaltic-concrete (AC) core extraction tests to evaluate the condition of the existing pavement materials for use as reclaimed materials. The AC tests shall include bitumen content, sieve analysis, specific gravity, Marshall Stability and Flow.

The borings shall be logged in the field. If groundwater or water seepage is encountered during our field activities, the depth shall be recorded. At the completion of our field operations, each boring shall be backfilled with auger cuttings, surface compacted, and patched with concrete and "cold-mix" asphaltic-concrete pavement. If required, horizontal and vertical elevations at each boring location shall be reported, provided that we receive an existing conditions topographic survey of the project area prior to completing our soils investigation report.

The Client shall be responsible for assisting CQC to obtain all permits and permissions, as required to perform our field services within the boring locations. We respectfully request that our Client provide CQC with existing utility as-built drawings and/or information for the subject project site to reduce the potential of penetrating through underground utilities during our drilling activities. CQC shall assist in locating the borings in the field and call Dig Tess.

We anticipate that traffic control shall be required at the time of our drilling activities. As a result, our proposal includes costs to provide cones, signs and barricades to perform our drilling services. Our scope of work does not include lane closures or drilling activities during evening hours or beyond normal business working hours. In the event that these services or working periods are required as a result of permitting requirements, an additional fee proposal shall be submitted to our client for authorization.

III. Soils Investigation Report and Schedule

At the completion of our soil exploration drilling activities, soil evaluation and classification testing, a formal written report shall be prepared for the project and provided to our Client. Our geotechnical engineering report shall provide soils information with respect to soil classifications, groundwater depth (if encountered), soil modulus of subgrade reaction values, CBR test results, rigid and flexible pavement section design guideline

November 15, 2010 (Revised December 10, 2010)
CQC Proposal No. PGCQC10-086
Brock & Bustillos, Inc.
General Soils Investigation
City of El Paso – Butterfield Trail Industrial Park Pavement Rehabilitation
El Paso, El Paso County, Texas

recommendations. Our pavement recommendations shall also consider the reuse of existing AC materials and alternative paving materials such as asphaltic-concrete rubber mix designs.

Ten (10) copies of the final report shall be provided to our Client. We anticipate that we may commence our drilling activities within seven (7) working days from our Client's written notice to proceed. Final reports shall be provided within four (4) weeks after the completion of our drilling and laboratory testing activities.

IV. Lump Sum Fee and Terms & Conditions

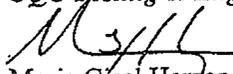
We propose to provide the above mentioned scope of services for an estimated lump sum fee of \$49,900.00.

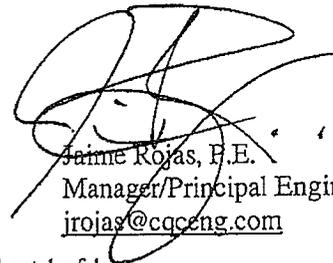
Our services shall be performed in accordance with the scope of services described in this proposal. By approving this proposal our Client agrees to retain our services for the total lump sum fee above and attached standard terms and conditions, Sheet 1 of 1.

Our invoices are due and payable upon receipt at 6802 Commerce, Unit A, El Paso, Texas 79915. All parties hereby agree that this agreement upon acceptance will be performable in El Paso County, Texas. Past due invoices may be subject to late charges on any balances unpaid after 30 days. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal. This proposal is valid for a period of up to 60 days. In the event that our proposal is not authorized within 60 days, CQC reserves the right to reevaluate our proposal beyond the referenced period.

Again, we appreciate the opportunity to submit this proposal. If you find this proposal and terms and conditions acceptable, please signify below and forward back to our office via fax and mail with all attachments. Should you have any questions or comments regarding this proposal, please feel free to contact us, thank you!

Respectfully Submitted,
CQC Testing & Engineering, LLC.


Maria Gisel Hernandez
Project Engineer
ghernandez@cqceng.com


Jaime Rojas, P.E.
Manager/Principal Engineer
jrojas@cqceng.com

- Attachments: 1.) Attached Standard Terms and Conditions, Sheet 1 of 1
2.) Proposed Boring Location Aerial Map, Sheet 1
Copies: Above Addressee – 2 copies by mail/ 1 copy by e-mail (robust@elp.rr.com)

Acceptance of Terms & Conditions of This Proposal

Authorized Company Representative Signature: _____
Name: _____
Title: _____
Company Name: _____
Date: _____

Authorized Lump Sum Fee: _____



6802 Commerce, Unit A
 El Paso, Texas 79915
 Phone: 915-771-7766
 Fax: 915-771-7786

Standard Terms and Conditions

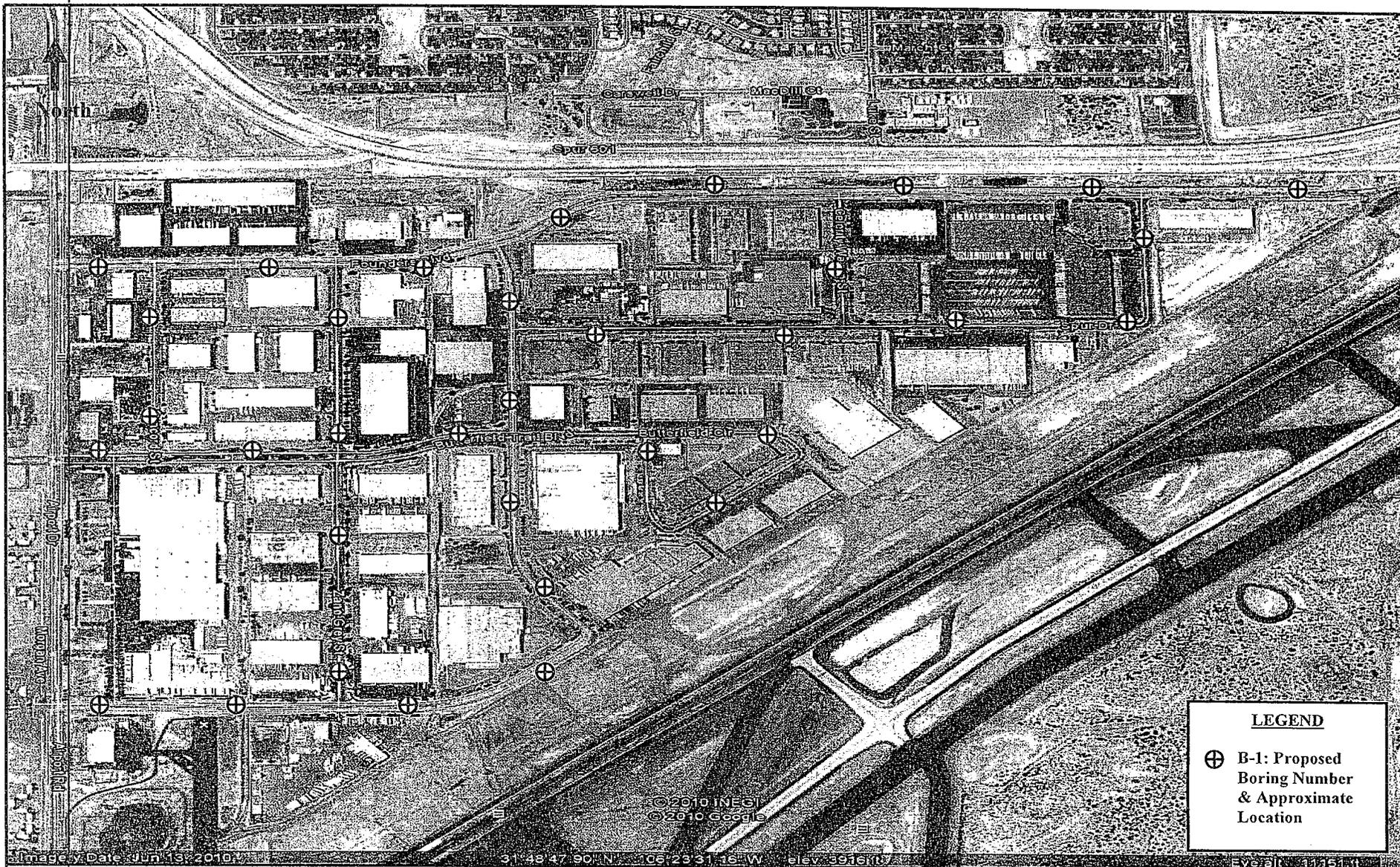
1. **Performance of Services:** Consultant shall perform the service outlined in the attached proposal number PGCQC10-086 in consideration of the stated service fees and payment terms.
2. **Invoicing and Payment:** The Client agrees to pay Consultant for the scope of services described in the referenced proposal. Invoices for the Consultant services will be submitted either at the completion of the project or on a monthly basis. Invoices shall be due and payable upon receipt. Accounts unpaid 30 days after the invoice date will be subject to monthly service fees of 5.0% per month, or the maximum legal rate, whichever is greater, on the unpaid balance. Accounts unpaid after 90 days after the invoice date may be subject to collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees and clerical costs. If the client fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this agreement by Consultant. Payments of invoices shall not be subject to any discounts or set-off by the Client, unless agreed to in writing by Consultant. Payment to Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
3. **Indemnification:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense cost, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities and costs attributable to the sole negligence or willful misconduct of the Consultant.
4. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the client and Consultant, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability of Consultant to the client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause of causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$1,000,000.00 for services rendered on the project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. For any damage on account of any error, omission, or other professional negligence, CQC's liability to Client, or to any third party, will be limited to a sum not to exceed our fees.
5. **Standard of Care:** In providing services under this Agreement, the consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same region under similar circumstances. Consultant makes no warranty; expressed or implied, as to its professional services rendered under this Agreement.
6. **Governing Law and Jurisdiction:** The Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of El Paso County, State of Texas.
7. **Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Consultant agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
8. **Certificate of Merit:** The Client shall make no claim for professional negligence, either directly or in a third party claim, against Consultant unless the client has first provided the Consultant with a written certification executed by an Independent Consultant currently practicing in the same discipline as Consultant and licensed in the State of Texas. This certification shall: a) contain the name and license number of the certified; b) specify each and every act or omission that the certified contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than 30 days prior to the presentation of any claim or the institution of any binding arbitration or judicial proceeding.
9. **Ownership of Documents:** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. Consultant shall retain all common law; statutory and other reserved rights, including the copyright thereto.
10. **Right of Entry:** The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from procedures associated with testing or investigation activities or connected in any way with the discovery of hazardous materials of suspected hazardous materials on the property.
11. **OSHA Regulations:** Please note that our services do not include the observation, review and/or providing documentation of excavation condition depths and/or means and methods utilized by the general contractor and/or subs to perform the contractual scope of work required for this project. It is the general contractor's responsibility to assign a "competent" person to perform all necessary daily observations, documentation and reporting of all excavations and/or earthwork operations on the project per the current Occupational Safety and Health Administration (OSHA) regulations. CQC shall have no liability for the contractor's selected means and methods to perform the contractual scope of work under this contract. These services are also beyond the scope of our proposal agreement with respect to construction materials testing services performed on the project. Our technicians performing testing are not qualified or authorized to serve as a "competent" person to perform trench safety observations for documentation purposes.
12. **Underground Improvements:** The client will furnish Consultant information identifying the type and location on the site of underground improvements. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs arising or allegedly arising from subsurface penetration on the project site of from inaccuracy or incompleteness of information provided to the Consultant by the Client, except for damages caused by the sole negligence of the consultant.
13. **Scope of Services:** The Client agrees to the Scope of Services outlined in the referenced proposal. Services not set forth in the referenced proposal are excluded from the scope of Consultant services. ~~Consultant assumes no responsibility to perform any services not specifically listed in the referenced proposal.~~

ZACQC Files\CMT\Proposals\2010\Standard Terms & Conditions-Sheet 1.doc

Effective Date: 01/01/2010

CQC Testing and Engineering, LLC
 TBPE Firm Registration No. F-10632

Page 1 of 1



construction quality control
testing and engineering

Proposed Boring Location Aerial Map

City of El Paso – Butterfield Trail Industrial Park Pavement
Rehab and Landscaping
El Paso, El Paso County, Texas

Client: Brock & Bustillos, Inc.

Project No. PGCQC10-086

Scale: NTS

Check by: JR

Date: 12/10/10

Sheet 1

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "Butterfield Trail Industrial Park - Street & Landscaping Improvements," hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT PHASE

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

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

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "**Drawings**," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "**Specifications**." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.
5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

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

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

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

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: a) work damaged by fire or other cause during construction; b) prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; c) Acceleration of the work schedule involving services beyond normal city working hours; or d) the construction contractor's default under the construction contract due to delinquency or insolvency.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "**(Butterfield Trail Industrial Park - Street & Landscaping Improvements)**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **(Eight Hundred Twenty Thousand Eight Hundred Forty Seven) 60/100 DOLLARS (\$820,847.60)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant	
Report Phase	\$N/A
Preliminary Design Phase	\$433,786.73
Pre-Final Design Phase	\$165,916.59
Final Design Phase	\$93,524.22

Bidding Phase	Time and Materials	Proposal Estimated Amount	\$17,652.53
Construction Phase	Time and Materials	Proposal Estimated Amount	\$109,967.53

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in Attachment B. The time shown in Attachment B is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

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

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **five copies** of the Preliminary Study and Report shall be submitted within **N/A consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **fifteen copies** of any required documents and opinion of probable construction costs shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten copies** the required documents and services shall be submitted within **40 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **20 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **thirty copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **3 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **three copies** of all addenda to the Owner for appropriate action within **1 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (915) 544-3111 Wells Fargo Insurance Services USA, Inc. 2505 E. Missouri El Paso, TX 79903	CONTACT NAME: Janet Aguilar PHONE (A/C, No, Ext): 915-534-9420 E-MAIL ADDRESS: Janet.Aguilar@wellsfargo.com PRODUCER CUSTOMER ID #: BROCK-1001	FAX (A/C, No): 915-534-9431																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>National Fire Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Fire Insurance		INSURER B:	Continental Insurance Company	35289	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 2264819 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		B4024237816	11/01/2010	11/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		B4024237847	11/01/2010	11/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			B40242380274	11/01/2010	11/01/2011	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC4024237864	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Butterfield Trail Industrial Park Street and Landscaping Improvements
 "The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the City of El Paso."

CERTIFICATE HOLDER City of El Paso 2 Civic Center Plaza El Paso, TX 79901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Additional Remarks Schedule (Continued from Page 1)

Workers Comp has wavier of subrogation

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 01 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	
Countersignature Of Authorized Representative	
Name:	
Title:	
Signature:	
Date:	

SCHEDULE

Insurance Company: NATIONAL FIRE INSURANCE OF HARTFORD	
Policy Number: B 4024237847	Effective Date: 11/01/2010
Expiration Date: 11/01/2011	
Named Insured: BROCK & BUSTILLOS, INC., RANROM, LTD.	
Address: 417 EXECUTIVE CENTER BLVD	
EL PASO, TX 79902	
Additional Insured (Lessor): City Of El Paso	
Address: #2 Civic Center Plaza	
El Paso TX 79901	
Designation Or Description Of "Leased Autos":	

Coverages	Limit Of Insurance
Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, Who Is An Insured is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its

employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting

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from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under Liability and Medical Expenses Definitions do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

- 3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

- 4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY -- DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

- 1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- 4. Personal property in the care, custody or control of the insured;
- 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D - Liability and Medical Expenses Limits of Insurance.

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Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Broad Knowledge of Occurrence

The following items are added to E. Businessowners General Liability Conditions in the Businessowners Liability Coverage Form:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
- (1) You or any additional insured that is an individual;
 - (2) Any partner, if you or an additional insured is a partnership;
 - (3) Any manager, if you or an additional insured is a limited liability company;
 - (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

6. Bodily Injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

7. Expanded Personal and Advertising Injury Definition

The following is added to Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- B. The following is added to Exclusions, Section B.:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- C. This provision (Expanded Personal and Advertising Injury) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, Expanded

Personal and Advertising Injury Coverage does not apply to policies issued in the states of New York or Ohio.

- D. This provision (Expanded Personal and Advertising Injury) does not apply if Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

20020001640242378165888



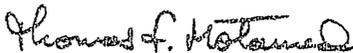
INSURED NAME AND ADDRESS
BROCK & BUSTILLOS, INC.
417 EXECUTIVE CENTER BLVD
EL PASO, TX 79902

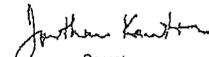
FORMS AND ENDORSEMENTS SCHEDULE

The following forms have been added to this policy.

FORM NUMBER		FORM TITLE
G56015B	11/1991	ENDORSEMENT EFFECTIVE 11/01/2010
CA2089	06/2004	TX Changes in Trans of Rgts (Wver of Subrogation)

Countersignature


Chairman of the Board


Secretary

ATTACHMENT E

POLICY NUMBER
B 4024237847

INSURED NAME AND ADDRESS
BROCK & BUSTILLOS, INC.
417 EXECUTIVE CENTER BLVD

EL PASO, TX 79902

POLICY CHANGES

ENDORSEMENT EFFECTIVE 11/01/2010

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

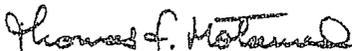
It is agreed that the Waiver of Subrogation has been added in favor of the following name:

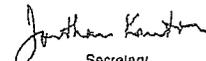
Form #: CA2089

Title: TEXAS CHANGES IN TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

Name and Address:
CITY OF EL PASO
2 CIVIC CENTER PLAZA
EL PASO, TX 79901

RECEIVED
EL PASO
NOV 11 2010


Chairman of the Board


Secretary

ATTACHMENT E

B 4024237847

INSURED NAME AND ADDRESS
BROCK & BUSTILLOS, INC.
417 EXECUTIVE CENTER BLVD
EL PASO, TX 79902

INSURED NAME AND ADDRESS
BROCK & BUSTILLOS, INC.
417 EXECUTIVE CENTER BLVD
EL PASO, TX 79902

FORMS AND ENDORSEMENTS SCHEDULE

The following forms have been added to this policy.

FORM NUMBER		FORM TITLE
G56015B	11/1991	ENDORSEMENT EFFECTIVE 11/01/2010
CA0244	06/2004	Texas Cancellation Provision or Coverage Ch Endt.



Thomas F. Mohamed
Chairman of the Board

Countersignature

Jonathan Kanton
Secretary



CNA Connect Bus. Owners - Design One

CNA Connect

Endorsement Declaration



POLICY NUMBER	COVERAGE PROVIDED BY	FROM - POLICY PERIOD - TO
B 4024237816	NATIONAL FIRE INSURANCE OF HARTFORD 333 S. WABASH CHICAGO, IL. 60604	11/01/2010 11/01/2011

INSURED NAME AND ADDRESS
 BROCK & BUSTILLOS, INC.
 417 EXECUTIVE CENTER BLVD
 EL PASO, TX 79902

AGENCY NUMBER	AGENCY NAME AND ADDRESS
068455	WELLS FARGO INS SVC USA INC 2505 E. MISSOURI AVE EL PASO, TX 79903 Phone Number: (915)544-3111

BRANCH NUMBER	BRANCH NAME AND ADDRESS
040	DALLAS BRANCH PLAZA OF THE AMERICA 600 N PEARL ST STE 1400 DALLAS, TX 75201 Phone Number: (214)220-1300

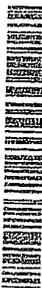


This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

This endorsement changes your policy. Please read it carefully.
This Endorsement Results In No Change In Premium.

The Named Insured is a Corporation.

Audit Period is Not Auditable



POLICY NUMBER: B 4024237816

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>City of El Paso 2 Civic Center Plaza El Paso TX 79901</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



QUALITY ASSURANCE FORM

Help Us To Serve You Better

Every effort has been made to produce a quality product for you. Please review this transaction, and if it is incorrect list the correction needed in the space provided below and fax this Quality Assurance Form to us at 877-363-8669 or email to ciet@cna.com

Questions pertaining to any transaction should be referred to Center at 877-574-0540, Option 3

CNA Customer Interaction

Please send routine requests via standard ACORD forms through the same method you are using today. The preferred method is by fax to 877-363-8669

Insured/Account Name: BROCK & BUSTILLOS, INC.

Policy Number: B 4024237816

Line of Business: CNP

Agent Name: WELLS FARGO INS SVC USA INC

Producer code: 068455

Branch: DALLAS BRANCH

Transaction Type: Endorsement

Transaction Effective Date: 11/01/2010

Your Transaction was processed by Commercial Insurance Center - Maitland, FL

C ID: BY CAA3052

Transaction Incorrect - See Below. Transaction Processed Correctly
Correction needed:

20020001640242378163968





CNA Connect Bus. Owners - Design One

CNA Connect

Endorsement Declaration

POLICY NUMBER B 4024237816	COVERAGE PROVIDED BY NATIONAL FIRE INSURANCE OF HARTFORD 333 S. WABASH CHICAGO, IL. 60604	FROM - POLICY PERIOD - TO 11/01/2010 11/01/2011
-------------------------------	--	--

INSURED NAME AND ADDRESS
 BROCK & BUSTILLOS, INC.
 417 EXECUTIVE CENTER BLVD
 EL PASO, TX 79902

AGENCY NUMBER 068455	AGENCY NAME AND ADDRESS WELLS FARGO INS SVC USA INC 2505 E. MISSOURI AVE EL PASO, TX 79903 Phone Number: (915)544-3111
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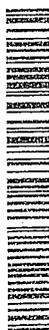
BRANCH NUMBER 040	BRANCH NAME AND ADDRESS DALLAS BRANCH PLAZA OF THE AMERICA 600 N PEARL ST STE 1400 DALLAS, TX 75201 Phone Number: (214)220-1300
----------------------	--

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

This endorsement changes your policy. Please read it carefully.
 This Endorsement Results In No Change In Premium.

The Named Insured is a Corporation.

Audit Period is Not Auditable



ATTACHMENT E

POLICY NUMBER
B 4024237816

INSURED NAME AND ADDRESS
BROCK & BUSTILLOS, INC.
417 EXECUTIVE CENTER BLVD
EL PASO, TX 79902

FORMS AND ENDORSEMENTS SCHEDULE

The following list shows the Forms, Schedules and Endorsements by Line of Business that are a part of this policy.

COMMON

The following forms have been added to your policy, effective 11/01/2010

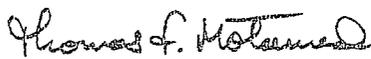
FORM NUMBER		FORM TITLE
G56015B	11/1991	ENDORSEMENT EFFECTIVE 11/01/2010

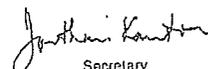
COMMERCIAL PROPERTY

The following forms have been added to your policy, effective 11/01/2010

FORM NUMBER		FORM TITLE
SB147052A	03/2006	Changes Notice of Cancellation or Material Coverag

Countersignature


Chairman of the Board


Secretary

POLICY NUMBER
B 4024237816

INSURED NAME AND ADDRESS
BROCK & BUSTILLOS, INC.
417 EXECUTIVE CENTER BLVD

EL PASO, TX 79902

POLICY CHANGES

ENDORSEMENT EFFECTIVE 11/01/2010

This Change Endorsement changes the Policy. Please read it carefully.
This Change Endorsement is a part of your Policy and takes effect on the
effective date of your Policy, unless another effective date is shown.

The following Form has been added:

Form: SB147052-A

Title: CHANGES - NOTICE OF CANCELLATION OR MATERIAL COVERAGE CHANGE

Number of Days' Notice 30

Name and Address:
CITY OF EL PASO
2 CIVIC CENTER PLAZA
EL PASO, TX 79901



Thomas F. Motamed
Chairman of the Board

Jonathan Kantor
Secretary



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGES – NOTICE OF CANCELLATION
OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

- 1. Number of days advance notice: 30
- 2. Name: CITY OF EL PASO
- 3. Address: 2 CIVIC CENTER PLAZA
EL PASO, TX 79901

20020001640242378 163971



20020001640242378163972

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END OF COPY



333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

CHANGE ENDORSEMENT - EFFECTIVE 11/01/10
DATE PROCESSED=011811, REASON= ADDED SPECIFIC WAIVER OF
SUBROGATION

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
WC 4 24237864	11/01/10	11/01/11		NCCI CARRIER CODE NO: 15113 CONTINENTAL INSURANCE COMPANY	068455040
Named Insured And Address				Agent	
BROCK & BUSTILLOS, INC. 417 EXECUTIVE CENTER BLVD EL PASO, TX				WELLS FARGO INS SVC USA INC 2505 E. MISSOURI AVE EL PASO TX 79903	
79902					

** ENDORSEMENT SCHEDULE **

SCHEDULE
PAGE 1

NUMBER	DESCRIPTION	EDITION DATE
WC420304A	TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ***** ADDED *****	01/00

2002000640242378645646



DATE OF ISSUE: 01/18/11
POLICY ISSUING OFFICE: DALLAS

(WC000001) P-39543-A

AGENT

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. (X) Specific Waiver

Name of person or organization

- () Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

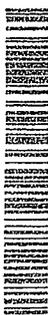
- 2. Operations: CITY OF EL PASO

- 3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advance Premium

20020005440242378645647



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____