

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: May 24, 2011

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

DISTRICT(S) AFFECTED: 4

SUBJECT:

That the City Manager be authorized to sign the Agreement for Professional Services by and between the City of El Paso and Wright & Dalbin Architects, Inc., a Texas Corporation, for a project known as "El Paso Animal Shelter Upgrades and Renovation" for an amount not to exceed Four Hundred Forty Eight Thousand One Hundred and 00/100 Dollars (\$448,100.00) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed Four Hundred Ninety Eight Thousand One Hundred 00/100 Dollars (\$498,100.00).

BACKGROUND / DISCUSSION:

The design contract is for Phase 1 of the Animal Shelter Upgrades & Renovation. Phase 1 includes the addition of 15,000 sf of new kennel buildings (including the cat building), rehabilitation of 6,700 sf of existing kennels and minimal renovation of the administration building to remove the kennels inside. The project will have capacity to house 110-130 large/medium dogs, 40-60 small dogs and 120-140 cats. The project also includes all site improvements and will be designed to meet LEED Silver Certification.

Wright & Dalbin Architects, Inc. was selected through the City's AE Selection process, which is qualification based.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

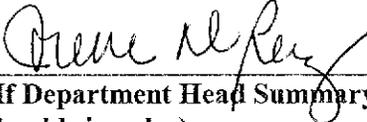
\$448,100.00 2010 Certificates of Obligation

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



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

Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Professional Services by and between the **CITY OF EL PASO** and **WRIGHT & DALBIN ARCHITECTS, INC.**, a Texas Corporation, for a project known as "**EL PASO ANIMAL SHELTER UPGRADES AND RENOVATION**" for an amount not to exceed **FOUR HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$448,100.00)** and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed **FOUR HUNDRED NINETY EIGHT THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$498,100.00)**.

ADOPTED THIS _____ DAY OF _____ 2011.

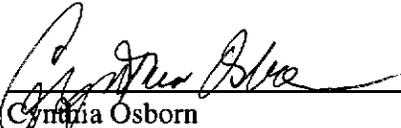
CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

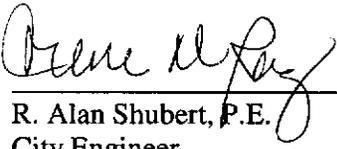
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.
City Engineer

ANIMAL SHELTER UPGRADES AND RENOVATION

Project Name:	ANIMAL SHELTER UPGRADES AND RENOVATION	
Department Requesting Service:	Health Dept.	District / Representative: 4 / Carl Robinson

SHORTLIST

RFQ Notification Date:	Friday, March 12, 2010	RFQ Due Date:	Friday, April 02, 2010
-------------------------------	------------------------	----------------------	------------------------

Shortlist Committee

Shortlist Committee	A/E Firms that Submitted RFQ package			
Larry Nichols, Assistant Director for General Services	9	Alvarez Architecture	4	ARTchitecture
Javier Reyes, Engineering Division Manager	8	CEA Engineering Group	6	Carl Daniels Architects
Johanes Makahaube, Engineering Division Manager	5	GA Architecture	6	McCormick Architecture
Jaime Aguirre, Design Engineer	2	PSRBB Architects	3	Mijares - Mora Architects
Carlos Adame, Associate AIA	1	Wright & Dalbin Architects		

Scoring sheets issued / due date:	April 13, 2010 / April 21, 2010
--	---------------------------------

Final Ranking Date:	Tuesday, May 04, 2010
----------------------------	-----------------------

Firms Notified Date:	Tuesday, May 11, 2010
-----------------------------	-----------------------

FINAL SELECTION

Presentation Committee

Michael Hill, Health Director	2	Mijares - Mora Architects	3	PSRBB Architects
Eduardo de Castro, Deputy Director for Animal Services	1	Wright & Dalbin Architects		
Alan Shubert, City Engineer				
Irene Ramirez, Assistant City Engineer				
Sam Rodriguez, Engineering Division Manager				
		Selected Consultant:		Wright & Dalbin Architects
		Presentation Date:	Wednesday, June 16, 2010	Scoping Meeting:
		Firms Notified Date:	Wednesday, June 16, 2010	Fee Proposal Due:
				Thursday, July 01, 2010
				Monday, July 19, 2010

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 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 WRIGHT & DALBIN ARCHITECTS, 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 "EL PASO ANIMAL SHELTER UPGRADES AND RENOVATION", hereinafter referred to as the "Project", as further described in Attachment "A"; and

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

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

ARTICLE I.
ATTACHMENTS

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

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

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 **FOUR HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$448,100.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by the City Engineer, 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 **FOUR MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,500,000.00)** 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:** 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, with a solvent insurance company authorized to do business in the State of Texas, 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 coverage shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**

Personal Injury or Death

\$1,000,000.00 for one person or occurrence

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

Property Damage

\$1,000,000.00 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 coverage, 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 coverage, 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

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

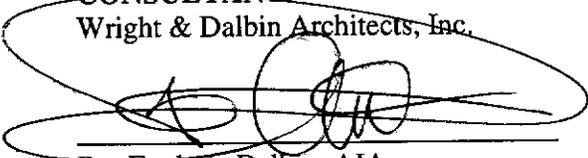
7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment,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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

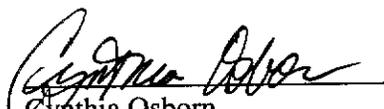
Joyce Wilson, City Manager

CONSULTANT:
Wright & Dalbin Architects, Inc.



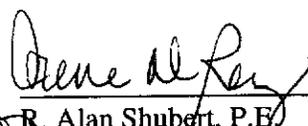
By: Frederic Dalbin, AIA
Project Architect

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

(Acknowledgements on following page)

CITY CLERK DEPT.
2011 MAY 10 AM 9:05

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

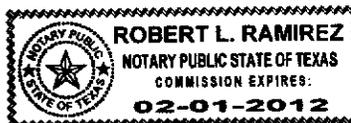
My commission expires:

THE STATE OF TEXAS §
§
HARRIS COUNTY §

This instrument was acknowledged before me on this 9th day of May, 2011,
by **Frederic Dalbin, AIA** as **Project Architect of Wright & Dalbin Architects, Inc.**

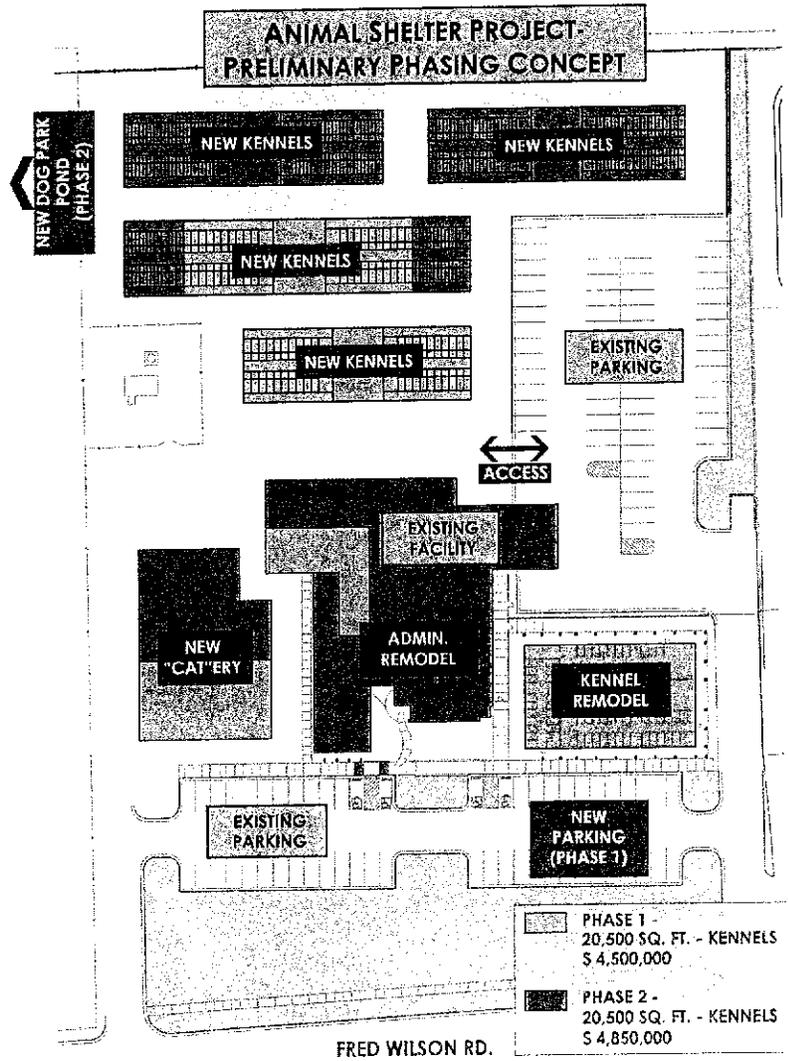
Robert Ramirez
Notary Public, State of Texas

My commission expires:



CITY CLERK DEPT.
2011 MAY 10 AM 9:05

El Paso Animal Shelter Expansion & Renovation Proposal for A/E Services



Submitted by
Wright & Dalbin
architects, inc.
April 4, 2011

WRIGHT & DALBIN

architects, inc.

2112 Murchison Drive | El Paso, Texas 79930 | (t) 915.533.3777 | (f) 915.532.7733 | www.wrightdalbin.com

April 4th 2011

City of El Paso, Texas
Engineering Department
Attn: Sam Rodriguez, P.E.
2 Civic Center Plaza
El Paso, Texas 79901

**RE: Animal Shelter A&E
Revised Proposal**

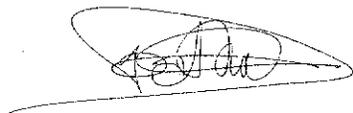
Dear Mr. Rodriguez,

Please find attached Wright & Dalbin A&E services scope of work and fee proposal for the Animal Shelter Expansion & Renovation. We based our proposed scope of work on a probable estimate of construction cost matching a budget of \$4.5M for a Phase 1 for the project as previously discussed with the City Engineering Department. Phase 2 would be designed and constructed at a later date for the balance of the project estimated at \$4.85M.

We have included conceptual master planning for both phases during the Programming, Master Planning & Sustainable Strategies Phase. Preliminary Design, Pre-Final, and Construction Documents Services are for Phase 1 only. As you directed us no Bidding or Construction Administration Services were included.

As a result of our initial investigation, we have concluded that certain issues still have not been resolved. Specifically, conflicts in programming and needs assessment still exist between the Shelter's staff, supervisors, directors and City's representatives. Further, the precise sustainable strategies necessary to obtain LEED Silver rating have not been sufficiently defined as to users' and owner's priorities. We have included further programming, assessment and master planning to maximize the value of the City's investment in the Animal Shelter.

Please contact me at your earliest convenience to further discuss this proposal.



Frederic Dalbin
Project Architect
Cel: 915-637-3778



2112 Murchison Drive | El Paso, Texas 79930 | (t) 915.533.3777 | (f) 915.532.7733 | www.wrightdalbin.com

**ANIMAL SHELTER EXPANSION & RENOVATION
SCOPE OF WORK & FEE PROPOSAL**

SECTION 1	SCOPE OF WORK, LEED CHECK LIST & CONCEPTUAL DIAGRAM
SECTION 2	ESTIMATE OF PROBABLE CONSTRUCTION COST BUDGET
SECTION 3	A & E FEE PROPOSAL SUMMARY DETAILED HOURLY FEE BREAKDOWN PER CONSULTANT ADDITIONAL SERVICES ESTIMATED FEE PROPOSALS
SECTION 4	ESTIMATED PROJECT TIMELINE
SECTION 5	INSURANCE CERTIFICATE

WRIGHT & DALBIN

architects, inc.

2112 Murchison Drive | El Paso, Texas 79930 | (t) 915.533.3777 | (f) 915.532.7733 | www.wrightdalbin.com

Animal Shelter Expansion and Renovation

Scope of Work

March 16th 2011

Four primary goals and objectives have been selected for this project during the Pre-Design Report completed in October 2010:

The primary goals and objectives of the project are:

1. To increase the animal holding capacity.
2. To reduce energy use and cleaning / maintenance costs.
3. To pursue a minimum of USGBC LEED Silver certification.
4. To complete project in two phases to fit budget constrains.

1. Increase the animal holding capacity

Preliminary investigation shows that during peak time early June and July 2010 up to 540 animals are housed at the facility at any day. This is more than double the present facility holding capacity (estimated at 223). This project should try to forecast the needs for the next 5 years so the facility, when completed in two (2) years, will not under serve the city's animal control requirements. Although a minimum of 600 animal-spaces should be designed with this goal in mind, pre-design report estimates that six (6) kennel-buildings totaling **200-240 large/medium dogs, 50-60 small dogs with the cat facility (225 cats)** could fit on the site depending on off-site storm water pond and parking sharing. This represents approximately 525 animals. Although it would obviously alleviate current congestion, the facility would be at capacity fairly soon after opening (2012-2013) if animal population keep increasing.

The new kennel buildings should be constructed on the back of the property on the existing available site space as well as over the on-site ponding area due to site limitation. The new kennels would include separate facilities for dogs and cats, and for quarantined animals. The kennel buildings would be constructed to provide an easier internment process, by allowing access of Animal Control mobile units, thereby eliminating the cumbersome process of moving stray animals from the unloading areas to the kennels. These kennels would also be accessible by electric cart (driven by an adoption officer), to allow the owner of lost pets to quickly and easily survey the impounded animals under direct supervision.

The **main issue** is **space availability and surface rainwater pond requirements**.

Various scenarios were discussed during a programming and conceptual design charrette for off-site ponding so as to free land for additional kennels. The Engineering Department decided that due to budget constraints on-site ponding will be kept for the first phase and that the future phase could include relocating the ponding if possible.

Phase 1 as shown on the attached diagram, represents an estimated construction budget of \$4.5M. We calculated that the facility could be housing a total of **120-130 large / medium dogs and 40-60 small dogs with the cat facility at 120** (based on a single occupancy per space). We also estimated some cost for minimum administration building remodeling for the space vacated by animal relocation.

Phase 2 would provide for the balance for kennel and cat spaces including completing the administration additional remodeling. We have adjusted the budget for this phase for future cost increase.

2. To reduce energy use and cleaning / maintenance costs.

Pens and kennels will be removed from the current administration building, and the space should be dedicated to offices and administration services. The current operating rooms will remain. By removing all animal housing (high outside air flows) from the administration building we simplify the maintenance and lower the energy use.

We recommend developing passive climatic concepts with modular systems for the kennel-buildings (thermal mass, ventilation and envelope protection). Providing trees and shading throughout the site to counter the heat island effect is also important. With lower climate control needs, we propose to use indirect evaporative cooling with ventilation as well as under-slab hydronic thermal solar heating for very energy efficient overall systems. Both systems will have a 100% air exhaust thereby reducing odors and airborne pathogen.

The kennel unit design is to be further developed in close coordination with the shelter and other departments' representatives. Of importance is the use of open trench system with proper floor slope for drainage for best cleaning and maintenance. Also important is to provide ease of access for staff and as much separation between public and "back of the house" activities. Other cleaning and maintenance strategies include providing space, accessories and equipment at each kennel building to decentralize and speed up the process.

We also propose that roof mounted photovoltaic system be studied for the kennel buildings for a near zero energy (we will investigate the possibility of using El Paso Electric Company Pilot Project grants to fund these improvements and have estimated cost and incentive in our preliminary budget).

For the offices, treatment areas and adoption center we are proposing to up-grade and use the existing system utilizing the existing ice-storage facility.

3. LEED Silver standards:

The LEED approach described in the report (attached) should provide a LEED Silver design and construction level and may possibly become LEED Gold if everyone involved is committed to sustainable practices and strategies using integrated design, climatic approaches, high performance systems, easy-to-maintain quality materials and a high quality indoor environment for everyone in the facility. Green building strategies will require dedication during the design and construction processes. An Eco-charrette will be necessary and is planned during the Master Planning, Programming & Sustainable Strategies Phase.

4. Phased project to fit budget constrains.

Project Phasing: The overall new kennel building area fitting in the site (including cats) is **estimated at approximately 38,000 sqft** if off-site ponding is possible for Phase 2. The existing kennel building to be renovated is approximately 6,700 sqft and the existing administration building is approximately 16,000 sqft with an estimated 6,300 sqft of complete renovation needed to rehabilitate kennel spaces into offices and integrate into the new facility layout. We have not estimated any work or space for the adoption center since there is a consensus to moving it off site as the best strategy.

The estimate of probable construction cost budget for the complete Animal Shelter Expansion & Renovation project is at approximately **\$9.75M** including a 5% contingency (see attached Preliminary Estimate of Probable Construction Budget).

We understand that there is a need for project phasing due to current allotted budget for FY2011-2012 with a construction budget of \$4.5M for the first phase. We therefore, as requested by City Officials, are dividing the project in two phases to be designed and constructed at different times.

Phase 1: Base Bid for \$4.5M plus an estimated 5% contingency.

Phase 2: Base Bid for \$4.85 plus an estimated 5% contingency.

We are proposing to study overall planning for both phases during the Programming Master Planning, and Sustainable Strategies Phase. Services from Preliminary Design Phase on forward are for Phase 1 only.

For Phase 1, we calculated that the facility could be housing a total of **110-130 large / medium dogs and 40-60 small dogs with the cat facility at 120-140 for an estimated maximum total animal at 280-330** (based on a single occupancy per space).

As estimated **Phase 1** represents construction of approximately **15,000 sqft of new kennel-buildings (including the cat building), rehabilitation of the 6,700 sqft of existing kennels for dog habitat, all site work including on-site pond area and all parking and landscaping as per code requirement.** Some minimal work has been estimated for administration building renovation.

Phase 2 includes the balance of the project for approximately an additional **20,500 sft of new kennel-buildings** including cat habitat and **additional rehabilitation and renovation of the existing administration building.**

Project Schedule:

The project schedule for design for Phase 1 includes 28 weeks for design. Phase 1 has 12 weeks for bidding and negotiating and 60 weeks for construction. We still need to further analyze the construction phasing and facility use since it may require additional time during construction due to safety and schedule constrains.

ATTACHMENT A

LEED 2009 Green Building Design & Construction Project Checklist

El Paso Animal Shelter

El Paso, TX

Status

Gold

63	4	19	5	19	Total Project Score	Possible Points	110
Certified 40 - 49 points					Silver 50 - 59 points	Gold 60 - 79 points	Platinum 80+ points

10	2	1	1	12	Sustainable Sites	Possible Points	Design/Constr.	26
-----------	----------	----------	----------	-----------	--------------------------	-----------------	----------------	-----------

High Med Low								
P	MAYBE			N		P=Pending		
					Prereq 1	Construction Activity Pollution Prevention	Design	0
1					Credit 1	Site Selection	Construction	1
				5	Credit 2	Development Density and Community Connectivity	Construction	5
				1	Credit 3	Brownfield Redevelopment	Unachievable	1
				6	Credit 4.1	Alternative Transportation, Public Transportation Access	Construction	6
1					Credit 4.2	Alternative Transportation, Bicycle Storage & Changing Rooms	Construction	1
3					Credit 4.3	Alternative Transportation, Low-Emitting & Fuel-Efficient Vehicles	Construction	3
	2				Credit 4.4	Alternative Transportation, Parking Capacity	Construction	2
			1		Credit 5.1	Reduce Site Disturbance, Protect or Restore Habitat	Design	1
1					Credit 5.2	Reduce Site Disturbance, Maximize Open Space	Construction	1
1					Credit 6.1	Stormwater Management, Quantity Control	Construction	1
		1			Credit 6.2	Stormwater Management, Quality Control	Construction	1
1					Credit 7.1	Heat Island Effect, Non-Roof	Construction	1
1					Credit 7.2	Heat Island Effect, Roof	Construction	1
1					Credit 8	Light Pollution Reduction	Construction	1

6			2	2	Water Efficiency	Possible Points	Design/Constr.	10
----------	--	--	----------	----------	-------------------------	-----------------	----------------	-----------

P	MAYBE			N		P=Pending		
					Prereq 1	Water Use Reduction, 20% Reduction	Construction	0
2					Credit 1	Water Efficient Landscaping, Reduce by 50%	Construction	2
				2	Credit 1	Water Efficient Landscaping, No Potable Water Use or Irrigation	Construction	2
			2		Credit 2	Innovative Wastewater Technologies	Construction	2
2					Credit 3	Water Use Reduction, 30% Reduction	Construction	2
1					Credit 3	Water Use Reduction, 35% Reduction	Construction	1
1					Credit 3	Water Use Reduction, 40% Reduction	Construction	1

16	2	12	2	3	Energy & Atmosphere	Possible Points	Design/Constr.	35
-----------	----------	-----------	----------	----------	--------------------------------	-----------------	----------------	-----------

P	MAYBE			N		P=Pending		
					Prereq 1	Fundamental Commissioning of the Building Energy Systems	Design	
					Prereq 2	Minimum Energy Performance - ASHRAE 90.1-2007	Construction	
					Prereq 3	Fundamental Refrigerant Management	Construction	
1					Credit 1	Optimize Energy Performance, 12%/8%	Construction	1
1					Credit 1	Optimize Energy Performance, 14%/10%	Construction	1
1					Credit 1	Optimize Energy Performance, 16%/12%	Construction	1
1					Credit 1	Optimize Energy Performance, 18%/14%	Construction	1
1					Credit 1	Optimize Energy Performance, 20%/16%	Construction	1
1					Credit 1	Optimize Energy Performance, 22%/18%	Construction	1
1					Credit 1	Optimize Energy Performance, 24%/16%	Construction	1
1					Credit 1	Optimize Energy Performance, 26%/22%	Construction	1
1					Credit 1	Optimize Energy Performance, 28%/24%	Construction	1
		1			Credit 1	Optimize Energy Performance, 30%/26%	Construction	1
		1			Credit 1	Optimize Energy Performance, 32%/28%	Construction	1
		1			Credit 1	Optimize Energy Performance, 34%/30%	Construction	1
		1			Credit 1	Optimize Energy Performance, 36%/32%	Construction	1
		1			Credit 1	Optimize Energy Performance, 38%/34%	Construction	1
		1			Credit 1	Optimize Energy Performance, 40%/36%	Construction	1
		1			Credit 1	Optimize Energy Performance, 42%/38%	Construction	1
		1			Credit 1	Optimize Energy Performance, 44%/40%	Construction	1
		1			Credit 1	Optimize Energy Performance, 46%/42%	Construction	1
		1			Credit 1	Optimize Energy Performance, 48%/44%	Construction	1
		1			Credit 2	Onsite Renewable Energy, 1%	Construction	1
		1			Credit 2	Onsite Renewable Energy, 3%	Construction	1
		1			Credit 2	Onsite Renewable Energy, 5%	Construction	1
		1			Credit 2	Onsite Renewable Energy, 7%	Construction	1
		1			Credit 2	Onsite Renewable Energy, 9%	Construction	1
		1			Credit 2	Onsite Renewable Energy, 11%	Construction	1
		1			Credit 2	Onsite Renewable Energy, 13%	Construction	1

ATTACHMENT A

2					Credit 3	Enhanced Commissioning	Design	2
2					Credit 4	Enhanced Refrigerant Management	Construction	2
3					Credit 5	Measurement & Verification	Design	3
2					Credit 6	Green Power	Design	2

8	4	2	Materials & Resources		Possible Points	Design/Constr.	14
---	---	---	----------------------------------	--	-----------------	----------------	-----------

P	MAYBE	N						
					Prereq 1	Storage & Collection of Recyclables	Design	
1					Credit 1.1	Building Reuse, Maintain 55% of Existing Walls, Floors & Roof	Unachievable	1
1					Credit 1.1	Building Reuse, Maintain 75% of Existing Walls, Floors & Roof	Unachievable	1
				1	Credit 1.1	Building Reuse, Maintain 95% of Existing Walls, Floors & Roof	Unachievable	1
			1		Credit 1.2	Building Reuse, Maintain 50% of Interior Non-Structural Elements	Unachievable	1
1					Credit 2	Construction Waste Management, Divert 50% from Disposal	Construction	1
1					Credit 2	Construction Waste Management, Divert 75% from Disposal	Construction	1
			1		Credit 3	Materials Reuse, 5%	Unachievable	1
				1	Credit 3	Materials Reuse, 10%	Unachievable	1
1					Credit 4	Recycled Content, 10% (Post-Consumer + 1/2 Pre-Consumer)	Design	1
1					Credit 4	Recycled Content, 20% (Post-Consumer + 1/2 Pre-Consumer)	Design	1
1					Credit 5	Regional Materials, 10% Extracted, Processed & Manufactured Regionally	Design	1
1					Credit 5	Regional Materials, 10% Extracted, Processed & Manufactured Regionally	Design	1
			1		Credit 6	Rapidly Renewable Materials	Design	1
			1		Credit 7	Certified Wood	Design	1

13	2		Indoor Environmental Quality		Possible Points	Design/Constr.	15
----	---	--	-------------------------------------	--	-----------------	----------------	-----------

P	MAYBE	N						
					Prereq 1	Minimum IAQ Performance	Construction	
					Prereq 2	Environmental Tobacco Smoke (ETS) Control	Construction	
			1		Credit 1	Outdoor Air Delivery Monitoring	Construction	1
			1		Credit 2	Increased Ventilation	Design	1
1					Credit 3.1	Construction IAQ Management Plan, During Construction	Design	1
1					Credit 3.2	Construction IAQ Management Plan, Before Occupancy	Design	1
1					Credit 4.1	Low-Emitting Materials, Adhesives & Sealants	Design	1
1					Credit 4.2	Low-Emitting Materials, Paints & Coatings	Design	1
1					Credit 4.3	Low-Emitting Materials, Carpet Systems	Design	1
1					Credit 4.4	Low-Emitting Materials, Composite Wood & Agrifiber Products	Design	1
1					Credit 5	Indoor Chemical & Pollutant Source Control	Construction	1
1					Credit 6.1	Controllability of Systems, Lighting	Construction	1
1					Credit 6.2	Controllability of Systems, Thermal Comfort	Construction	1
1					Credit 7.1	Thermal Comfort, Design	Construction	1
1					Credit 7.2	Thermal Comfort, Verification	Construction	1
1					Credit 8.1	Daylight & Views, Daylight 75% of Spaces	Construction	1
1					Credit 8.2	Daylight & Views, Views for 90% of Spaces	Construction	1

6			Innovation & Design Process		Possible Points	Design/Constr.	6
---	--	--	--	--	-----------------	----------------	----------

P	MAYBE	N						
1					Credit 1.1	Innovation in Design: TBD	Design	1
1					Credit 1.2	Innovation in Design: TBD	Design	1
1					Credit 1.3	Innovation in Design: TBD	Design	1
1					Credit 1.4	Innovation in Design: TBD	Design	1
1					Credit 1.5	Innovation in Design: TBD	Design	1
					Credit 1.X	Integrated Pest Management	TBD	
					Credit 1.X	Green Housekeeping	TBD	
					Credit 1.X	Educational Display/Tours/Case Study	TBD	
					Credit 1.X	Exemplary Performance: WE, MR, EA	TBD	
1					Credit 2	LEED™ Accredited Professional	Design	1

4			Regional Priority Credits		Possible Points	Design/Constr.	4
---	--	--	----------------------------------	--	-----------------	----------------	----------

P	MAYBE	N						
1					Credit 1.1	Regional Priority Credit: SSC6.1	TBD	1
1					Credit 1.2	Regional Priority Credit: WEC3 (40%)	TBD	1
1					Credit 1.3	Regional Priority Credit: EAc1 (18%/14%)	TBD	1
					Credit 1.4	Regional Priority Credit: EAc2 (7.5%)	TBD	1
1					Credit 1.x	Regional Priority Credit: MRc2 (75%)	TBD	
					Credit 1.x	Regional Priority Credit: MRc5 (20%)	TBD	

ANIMAL SHELTER PROJECT - PRELIMINARY PHASING CONCEPT

NEW DOG PARK POND (PHASE 2)

NEW KENNELS

NEW KENNELS

NEW KENNELS

NEW KENNELS

EXISTING PARKING

ACCESS

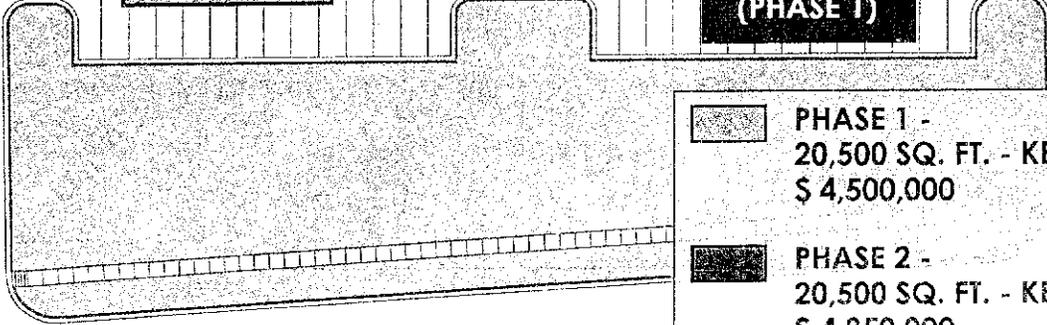
NEW "CAT"ERY

EXISTING FACILITY
ADMIN. REMODEL

KENNEL REMODEL

EXISTING PARKING

NEW PARKING (PHASE 1)



FRED WILSON RD.

- PHASE 1 - 20,500 SQ. FT. - KENNELS \$ 4,500,000
- PHASE 2 - 20,500 SQ. FT. - KENNELS \$ 4,850,000

ATTACHMENT B

**CITY OF EL PASO ENGINEERING DEPARTMENT
ANIMAL SHELTER RENOVATION & EXPANSION - PHASE 1
EL PASO TEXAS**

**A & E FEE PROPOSAL SUMMARY
WRIGHT & DALBIN ARCHITECTS**

BASIC ARCHITECTURAL & ENGINEERING SERVICES			
ARCHITECTURAL DESIGN FEES		\$	238,700
DIRECT LABOR COST		\$	77,000
MULTIPLIER: 3.1 BASE			3.1
ANIMAL SHELTER CONSULTANT	CONNOLLY ARCHITECTS	\$	25,000
STRUCTURAL ENGINEERING	HK NG ENGINEERS	\$	35,000
LANDSCAPE ARCHITECTURE & IRRIGATION FEES	DESERT ELEMENTS	\$	7,500
CIVIL ENGINEERING	AIA ENGINEERS	\$	18,500
MECHANICAL ENGINEERING	EMC ENGINEERS	\$	60,000
ELECTRICAL ENGINEERING	EMC ENGINEERS	\$	28,150
SUBTOTAL DESIGN ONLY FEES		\$	412,850
ADDITIONAL SERVICES			
LEED AP DESIGN ONLY	CONNOLLY / WDA	\$	25,000
IMPROVEMENTS, BOUNDARY & TOPOGRAPHIC SURVEYS	PASO DEL NORTE SURVEYING	\$	2,000
SOILS TESTING ESTIMATED 10 BORINGS (6/15+3/5)	LICON ENGINEERING	\$	3,000
PRINTING COST ESTIMATED NO BIDDING 3 SETS PER PHASE	EL PASO REPROGRAPHIC	\$	750
TAS PLAN REVIEW (DESIGN ONLY-NO INSPECTION)	E. FENNING	\$	1,000
TRAVEL EXPENSES	CONNOLLY	\$	3,500
COMMISSIONING SERVICES	NIC	\$	-
SUBTOTAL ADDITIONAL SERVICES FEES		\$	35,250
TOTAL FEE		\$	448,100
ESTIMATED PROBABLE CONSTRUCTION COST		\$	4,500,000
BASIC A & E FEE SCHEDULE			
ASSESSMENT, SURVEYING AND SUSTAINABLE & LEED STRATEGIES		5% \$	20,643
PRELIMINARY DESIGN		35% \$	144,498
PRE-FINAL DESIGN PHASE		30% \$	123,855
FINAL DESIGN PHASE		30% \$	123,855
BIDDING PHASE		0% \$	-
CONSTRUCTION ADMINISTRATION		0%	-
TOTAL FEE BASE FEE W/O ADDITIONAL SERVICES		100% \$	412,850
OTHER ADDITIONAL SERVICES COSTS LIKE LEED AP SERVICES, SURVEY, SOILS ENGINEERING AS DESCRIBED ABOVE WILL BE BILLED AS WORK IS COMPLETED AND ARE NOT SHOWN IN THE BASIC FEE SCHEDULE ABOVE - USGBC APPLICATION FEES ARE NOT INCLUDED IN THESE FEES - A&E FEES ARE BASED ON PROGRAMMING & PLANNING FOR BOTH PHASES ONLY - PRELIMINARY DESIGN - PRE-FINAL, CD ARE FOR PHASE 1 ONLY - NO BIDDING OR CONSTRUCTION ADMINISTRATION WERE INCLUDED AT THIS TIME AS REQUESTED BY ENGINEERING DEPARTMENT			

4/4/11

**CITY OF EL PASO ANIMAL SHELTER
WRIGHT & DALBIN ARCHITECTS INC.**

CONSULTANT SERVICES - FEE PROPOSAL BREAKDOWN - PHASE 1

PROJECT: Animal Shelter Renovation & Expansion
CONSULTANT: WRIGHT & DALBIN ARCHITECTS, INC.

Personnel Classification	Hourly Rate	Programming, Master Planning & Sustainable Strategies 5%		Preliminary Design 35%		Pre-Final Design 30%		Final Design 30%		Bidding Estimated for Budget Purpose *		Construction Estimated for Budget Purpose *	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal Architect	\$124	48	\$5,938	120	14,844	100	12,370	80	9,896	0	\$0	0	\$0
Staff Architect	\$85	0	\$0	60	5,124	34	2,904	40	3,416	0	\$0	0	\$0
QC Architect	\$85	11	\$939	40	3,416	26	2,220	36	3,074	0	\$0	0	\$0
Intern Architect	\$62	39	\$2,412	430	26,596	400	24,740	340	21,029	0	\$0	0	\$0
CADD Operator	\$62	18	\$1,113	460	28,451	400	24,740	440	27,214	0	\$0	0	\$0
Specification writer	\$67	13	\$872	48	3,219	48	3,219	80	5,365	0	\$0	0	\$0
Construction Admin.	\$67		\$0		0		0		0	0	\$0	0	\$0
General Administration	\$54	12.3	\$660	35.3	1,894	26.45	1,419	30.05	1,612	0	\$0	0	\$0
			\$0		0		0		0		\$0		\$0

Phase 1

Totals	Hours:	Cost:	Hours:	Cost:	Hours:	Cost:	Hours:	Cost:	Hours:	Cost:	Hours:	Cost:
	141.3	\$11,934	1193.3	\$83,545	1034.45	\$71,613	1046	\$71,608	0	\$0	0	\$0
	per anum	hourly	multi	hourly	hourly	hourly	hourly	hourly	hourly	hourly	hourly	hourly
	2080		3.1									\$238,700

Giovann Aguilar	\$ 41,500	\$	20	3.1	\$62	Intern Architect/CADD
Javier Roque	\$ 57,300	\$	28	3.1	\$85	Associate Architect /RA
Mirka Ramirez	\$ 41,500	\$	20	3.1	\$62	Intern Architect/CADD
Dan Mireles	\$ 45,000	\$	22	3.1	\$67	Admn/Spec's
Tony Labrado	\$ 36,000	\$	17	3.1	\$54	Administration
Fred Dalbin	\$ 83,000	\$	40	3.1	\$124	Principal / RA

* NOT IN THIS FEE PROPOSAL AS CITY ENGINEERING REQUEST

**CITY OF EL PASO ANIMAL SHELTER
WRIGHT & DALBIN ARCHITECTS**

CONSULTANT SERVICES - FEE PROPOSAL BREAKDOWN - PHASE 1

PROJECT: Animal Shelter Renovation & Expansion

CONSULTANT: Larry Connolly Architects & Consultants

Personnel Classification	Hourly Rate	Phases												Construction Estimated for Budget Purpose *			
		programming & Sustainable Strategies 15%		Preliminary Design 35%		Pre-Final Design 30%		Final Design 10%		Bidding Estimated for Budget Purpose *		Construction Estimated for Budget Purpose *					
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Principal Architect	\$ 139.42	32	\$4,461	60	8,365	56	7,808	0	0	0	0	0	0	0	\$0		
Staff Architect	\$ -	0	\$0	0	0	0	0	0	0	0	0	0	0	0	\$0		
QC Architect	\$ -	0	\$0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Intern Architect	\$ 87.84	8	\$703	24	2,108	17.7	1,555	0	0	0	0	0	0	0	\$0		
CADD Operator	\$ -	0	\$0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Specification writer	\$ 87.84	0	\$0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Construction Admin.	\$ 87.84	0	\$0	0	0	0	0	0	0	0	0	0	0	0	\$0		
General Administration	\$ 87.84	0	\$0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Totals		40	\$5,164	84	\$10,473	73.7	\$9,362	0	\$0	0	\$0	0	\$0	0	\$0		
	per annum	hourly	multi:													Total Project Labor Cost:	
Staff	\$ -	\$ -	2080	2.9													\$25,000
Staff	\$ -	\$ -	2.9	\$0.00													Travel & Time Expense (5 @ \$700)
Staff	\$ 63,000	\$ 30.29	2.9	\$0.00													\$3,500
Principal	\$ 100,000	\$48.08	2.9	\$87.84	Intern Architect/CADD												
				\$139.42	Principal / RA												

* NOT IN THIS FEE PROPOSAL AT THIS TIME AS PER CITY ENGINEERING REQUEST

**CITY OF EL PASO ANIMAL SHELTER
WRIGHT & DALBIN ARCHITECTS**

CONSULTANT SERVICES - FEE PROPOSAL BREAKDOWN

PROJECT: Animal Shelter Renovation & Expansion- Phase 1

CONSULTANT: Henry K. Ng & Associates

Personnel Classification	Hourly Rate	Phases												
		Programming, Masterplanning & Sustainable Strategies 5%		Preliminary Design 35%		Pre-Final Design 30%		Final Design 30%		* Bidding - Estimated - NIC		* Construction Administration Estimated - NIC		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Principal	\$288.46	3	\$865	16	4,615	10	2,885	8	2,308	2	\$577	10	\$2,885	
Project Engineer	\$140.32	4	\$561	16	2,245	10	1,403	14	1,965	2	\$281	0	\$0	
Staff Engineer	\$108.75	0	\$0	14	1,523	8	870	10	1,088	0	\$0	0	\$0	
Graduate Engineer	\$74.28	0	\$0	14	1,040	6	446	8	594	0	\$0	0	\$0	
CADD Operator	\$66.26	4	\$265	38	2,518	38	2,518	48	3,180	2	\$133	8	\$530	
Specification writer	\$288.46	0	\$0	0	0	7	2,019	4	1,154	1	\$288	0	\$0	
Construction Admin.	\$140.32	0	\$0	0	0	0	0	0	0	0	\$0	30	\$4,210	
General Administration	\$37.50	2	\$75	8	300	8	300	7	263	2	\$75	6	\$225	
Totals		13	\$1,767	106	\$12,241	87	\$10,441	99	\$10,551	0	\$0	54	\$0	
		hourly											Total Project Labor Cost:	
Principal		2080												\$34,999
Staff	\$ 200,000	\$ 96.15	3	\$288.46	Principal /									
Staff	\$ 97,290	\$ 46.77	3	\$140.32	Project Engineer									
Staff	\$ 75,400	\$ 36.25	3	\$108.75	Staff Engineer									
Staff	\$ 51,500	\$ 24.76	3	\$74.28	Graduate Engineer									
Staff	\$ 45,940	\$ 22.09	3	\$66.26	CADD Operator									
Staff	\$ 200,000	\$96.15	3	\$288.46	Specification Writer									
Staff	\$ 97,290	\$46.77	3	\$140.32	Construction Admin									
Staff	\$ 26,000	\$ 12.50	3	\$37.50	General Administration									

* NOT IN THIS FEE PROPOSAL AT THIS TIME AS PER CITY ENGINEERING REQUEST

**CITY OF EL PASO ANIMAL SHELTER
WRIGHT & DALBIN ARCHITECTS**

CONSULTANT SERVICES - FEE PROPOSAL BREAKDOWN - PHASE 1

PROJECT: Animal Shelter Renovation & Expansion

CONSULTANT: Desert Elements Landscape Design, LLC

Personnel Classification	Hourly Rate	Phases												Construction Estimated for Budget Purpose *				
		Programming & Sustainable LEED 5%		Preliminary Design 35%		Pre-Final Design 30%		Final Design 30%		Bidding Estimated for Budget Purpose *		Construction Estimated for Budget Purpose *						
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Principal Designer	\$94	4	\$375	20	1,875	10	938	5	469	0	\$0	0	\$0	0	\$0	0	\$0	
Licensed Irrigator	\$52	0	\$0	0	0	8	415	8	415	0	\$0	0	\$0	0	\$0	0	\$0	
CADD Tech	\$43	0	\$0	17.1	740	20.8	900	31.7	1,372	0	\$0	0	\$0	0	\$0	0	\$0	
Totals		4	\$375	37.1	\$2,615	38.8	\$2,253	44.7	\$2,256	0	\$0	0	\$0	0	\$0	0	\$0	
	per anum	hourly	multi	hourly														Total Project Labor Cost:
	2080	3																\$7,499
CADD Tech	\$ 30,000	\$ 14	3															\$43
Licensed Irri.	\$ 36,000	\$ 17	3															\$52
Principal	\$ 65,000	\$ 31	3															\$94

* NOT IN THIS FEE PROPOSAL AT THIS TIME AS PER CITY ENGINEERING REQUEST



LICON ENGINEERING CO.

PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES

To: Mr. Fredrick Dalbin, AIA
Wright & Dalbin Architects
2112 Murchison Drive
El Paso, Texas 79930

Date: April 4, 2011
Project: El Paso Animal Shelter
File No.: LEP11-074

Project Description: The project consists of the design and construction of new facilities within the existing Animal Shelter located at 4991 Fred Wilson Avenue, in northeast El Paso, Texas. The project includes the construction of new single-story buildings for pets, a new "cat"ery area and new parking areas for light vehicular traffic. Our scope will address parameters and recommendations for design of foundations and flexible pavements for the planned development.

General Scope of Services:

Task 1: Subsurface soil exploration, consisting of drilling (3) three test borings to a maximum depth of 15 feet each at representative locations within the planned buildings, two (2) borings to a depth of 10 feet within the on-site ponds, and one (1) boring to a depth of 5 feet within the planned parking areas. Standard penetration tests at regular depth intervals, and collecting soil samples for laboratory testing are included in the field exploration phase of our study.

Task 2: Laboratory analysis consisting of moisture content, particle size analysis, and Atterberg limits to define physical properties of the subsurface soils. We will also conduct one California Bearing Ratio tests for pavement design calculations.

Task 3: Engineering design and report to include general site preparation recommendations, foundation recommendations, flexible pavement recommendations, and general guidelines for foundation and pavement construction.

Fee Detail:

Task 1:	Soil exploration and sampling	\$ 1,600.00
Task 2:	Laboratory testing	\$ 500.00
Task 3:	Engineering report preparation	\$ 880.00
TOTAL FEE:		\$2,980.00

Acceptance: We will submit a final invoice upon completion of the above listed tasks. If this scope and fee is acceptable, please review and sign the enclosed Agreement (Exhibit A) and the Credit Application form, and return to our office to provide authorization to proceed with our services. Payment is due upon invoice submittal. Exhibit A, this proposal, and the terms in the credit application constitute the complete agreement for performance of the above described services.

We appreciate your preference, and look forward to working with you on this important project. If you have any questions, or need further information, please contact us.

Copies to: Above (2)

I:\Proposals\2011Prop\LEP11-074\elpasoanimalshelterprojectfeeproposal

Paso Del Norte Surveying Inc

13998 Bradley
El Paso, TX 79938

Estimate

Date	Estimate #
3/25/2011	293

Name / Address
Wright & Dalbin Architects Inc Attn: Fred Dalbin 2112 Murchison El Paso, TX 79930

Project

Item	Description	Rate	Total
As-Built Survey	As-Built Survey with no Boundary locations of the El Paso Animal Shelter on Fred Wilson. Approximate 600' x 400' area.	1,800.00	1,800.00
		Subtotal	\$1,800.00
Phone #	Fax #	E-mail	Sales Tax (8.25%)
915-241-1841	915-855-6925	pdnsurveying@gmail.com	\$148.50
		Total	\$1,948.50

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "EL PASO ANIMAL SHELTER UPGRADES AND RENOVATION" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's

representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

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:

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 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 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

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.
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. 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
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.
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

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 "EL PASO ANIMAL SHELTER UPGRADES AND RENOVATION", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **FOUR HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$448,100.00)** 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.

	<u>Fixed fee Payment to Consultant</u>
Report Phase	\$32,893.00
Preliminary Design Phase	\$151,998.00
Pre-Final Design Phase	\$131,355.00
Final Design Phase	\$131,854.00

Bidding Phase	Time and Materials	Proposal Estimated Amount \$N/A
Construction Phase	Time and Materials	Proposal Estimated Amount \$N/A

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 **28 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

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 **35 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 **42 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 **35 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 **2 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)

03/23/11

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 Texas Agency Alliance PO BOX 1400 Abilene, TX 79604	325-673-6414	325-673-4413	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: WRIGH-1
	INSURED WRIGHT & DALBIN ARCHITECTS INC TONY LABRADO 2112 MURCHISON DR EL PASO, TX 79930		INSURER(S) AFFORDING COVERAGE INSURER A : AMERICA FIRST INSURANCE INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	BOP8479019	07/17/10	07/17/11	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BA 8471620	07/17/10	07/17/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU 8472620	07/17/10	07/17/11	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 8472120	07/17/10	07/17/11	WC STATUTORY LIMITS <input checked="" 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 REF: 100326- ANIMAL SHELTER ARCHITECTS with regards to General Liability and Commercial Auto Policies
 Certificate Holder is listed as additional insured with a 30 Day Notice of Cancellation, Waiver of Subrogation in favor of Certificate Holder.

CERTIFICATE HOLDER CITY OF EL PASO TWO 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
--	---



ENDORSEMENT

Policy Number: BOP8479019

Prior Policy: 8479019

Billing Type: DIRECT BILL

Coverage Is Provided In PEERLESS INDEMNITY INSURANCE COMPANY

Named Insured and Mailing Address:

WRIGHT & DALBIN ARCHITECTS INC
2112 MURCHISON DR
EL PASO TX 79930

Agent:

TEXAS AGENCY ALLIANCE INC
PO BOX 1400
ABILENE TX 79604

Agent Code: 3252573 Agent Phone: (325)-673-6414

POLICY CHANGE ENDORSEMENT

POLICY PERIOD: From: 07/17/2010 To: 07/17/2011 at 12:01 AM Standard Time at your mailing address shown above.

DESCRIPTION OF CHANGE

CHANGE EFFECTIVE DATE: 03/23/2011

ADDING ADDITIONAL INSURED AND 30 DAY NOTICE OF CANCELLATION FOR THE FOLLOWING:

CITY OF EL PASO
2 CIVIC CENTER PLAZA
EL PASO, TX 79901

Original Annual Premium	\$	734.00		
New Annualized Premium	\$	754.00	TOTAL ADDITIONAL PREMIUM	\$ 6.00

Countersigned: By

Authorized Representative

Date

Date Issued: 04/26/2011

Forming a part of

Policy Number: BOP 8479019	
Coverage Is Provided In PEERLESS INDEMNITY INSURANCE COMPANY	
Named Insured: WRIGHT & DALBIN ARCHITECTS INC	Agent: TEXAS AGENCY ALLIANCE INC
	Agent Code: 3252573 Agent Phone: (325)-673-6414

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS CHANGES – AMENDMENT OF CANCELLATION
PROVISIONS OR COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Policy, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

<p>Designation Of Premises (Part Leased To You):</p> <p>Name Of Person Or Organization (Additional Insured):</p> <p>Additional Premium:</p>
<p>*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.</p>

A. The following is added to Paragraph C. Who Is An Insured in Section II – Liability:

- 4. The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

B. The following exclusions are added to Section II – Liability:

This insurance does not apply to:

- 1. Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.
- 2. Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Schedule.



Coverage is provided in:
THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

This policy has been prepared for:
WRIGHT & DALBIN ARCHITECTS INC
2112 MURCHISON DR
EL PASO TX 79930

Agent Name and Address:

TEXAS AGENCY ALLIANCE INC
PO BOX 1400
ABILENE TX 79604

Agent Code: 3252573

Agent's Phone Number:

Your insurance policy is enclosed. Please place it with your important papers.

Thank you for selecting us to service your insurance needs!

INSURED COPY

Workers Compensation And Employers Liability Insurance Policy



ENDORSEMENT		DIRECT BILL	
Policy Number: WC 8472120		Policy Period: From 12:01 AM 07/17/2010 To 12:01 AM 07/17/2011	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY		NCCI Number: 14184	
Named Insured and Mailing Address: WRIGHT & DALBIN ARCHITECTS INC 2112 MURCHISON DR EL PASO TX 79930		Agent: TEXAS AGENCY ALLIANCE INC PO BOX 1400 ABILENE TX 79604 Agent Code: 3252573 Agent Phone: (325)-673-6414	
Federal Employer ID Number: 742692513		Filing Number:	

POLICY CHANGE ENDORSEMENT

Change Effective: 03/23/2011

DESCRIPTION:

ADDING 30 DAY NOTICE OF CANCELLATION FOR THE FOLLOWING:
 CITY OF EL PASO
 2 CIVIC CENTER PLAZA
 EL PASO, TX 79901

Original Annual Premium	\$	2,053.00	
New Annualized Premium	\$	2,053.00	NO PREMIUM CHANGE

Date Issued: 04/26/2011

Forming a part of

Policy Number: 8472120	
Coverage Is Provided In	
Named Insured: WRIGHT & DALBIN ARCHITECTS INC	Agent: TEXAS AGENCY ALLIANCE INC
	Agent Code: 3252573 Agent Phone:

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to:
CITY OF EL PASO
2 CIVIC CENTER PLAZA
EL PASO, TX 79901

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. 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:
- 3. Premium:
The premium charge for this endorsement shall be _____ 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:

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 _____



Coverage is provided in:
PEERLESS INDEMNITY INSURANCE COMPANY

This policy has been prepared for:
WRIGHT & DALBIN ARCHITECTS INC
2112 MURCHISON DR
EL PASO TX 79930

Agent Name and Address:

TEXAS AGENCY ALLIANCE INC
PO BOX 1400
ABILENE TX 79604

Agent Code: **3252573**

Agent's Phone Number: **(325)-673-6414**

Your insurance policy is enclosed. Please place it with your important papers.

Thank you for selecting us to service your insurance needs!

INSURED COPY



ENDORSEMENT

Policy Number: BA 8471620

Prior Policy: 8471620

Billing Type: DIRECT BILL

Coverage Is Provided In PEERLESS INDEMNITY INSURANCE COMPANY

Named Insured and Mailing Address:
WRIGHT & DALBIN ARCHITECTS INC
2112 MURCHISON DR
EL PASO TX 79930

Agent:
TEXAS AGENCY ALLIANCE INC
PO BOX 1400
ABILENE TX 79604

Agent Code: 3252573 Agent Phone: (325)-673-6414

POLICY CHANGE ENDORSEMENT

POLICY PERIOD: From: 07/17/2010 To: 07/17/2011 at 12:01 AM Standard Time at your mailing address shown above.

COVERAGE PARTS AFFECTED: COMMERCIAL BUSINESS AUTO

DESCRIPTION OF CHANGE

CHANGE EFFECTIVE DATE: 03/23/2011

ADDING ADDITIONAL INSURED WITH 30 DAY NOTICE OF
CANCELLATION IN FAVOR OF THE FOLLOWING:
CITY OF EL PASO
2 CIVIC CENTER PLAZA
EL PASO, TX 79901

Original Annual Premium	\$	2,981.00		
New Annualized Premium	\$	2,981.00	NO PREMIUM CHANGE	\$ 0.00

Countersigned: By

Authorized Representative

Date

Date issued: 04/26/2011



ENDORSEMENT

Forming a part of

Policy Number: BA 8471620

Coverage Is Provided in PEERLESS INDEMNITY INSURANCE COMPANY

Named Insured:
WRIGHT & DALBIN ARCHITECTS INC

Agent:
TEXAS AGENCY ALLIANCE INC

Agent Code: 3252573

Agent Phone: (325)-673-6414

DECLARATIONS EXTENSION

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

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: BUSINESS AUTO COVERAGE FORM

THE CONDITION ENTITLED "TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US" DOES NOT APPLY TO

BLANKET - AS REQUIRED BY WRITTEN CONTRACT

ADDITIONAL PREMIUM \$INCL WILL BE RETAINED BY US REGARDLESS OF ANY EARLY TERMINATION OF THIS ENDORSEMENT OR THE POLICY. CANCELLATION PROVISION OR COVERAGE CHANGE ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART, WE WILL (ENDEAVOR TO) MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO:

***** SCHEDULE TO FOLLOW *****

FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY.

***** SCHEDULE *****

TEXAS PARKS AND WILDLIFE DEPARTMENT
4200 SMITH SCHOOL ROAD

17-59 (06/94)

INSURED COPY

DECLARATIONS EXTENSION (continued)

AUSTIN TX 78744

FORT BLISS/WHITE SANDS MISSLE RANGE HOUSING LP
882 RIPLEY STREET
WHITE SANDS MSL RANGE, NM 88001

BALFOR BEATTY MILITARY HOUSING MANAGEMENT LLC
882 RIPLEY STREET
WHITE SANDS MSL RANGE, NM 88002

CITY OF EL PASO
2 CIVIC CENTER PLAZA
EL PASO, TX 79901
30 DAY NOTICE OF CANCELLATION
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER
THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

IN THE EVENT OF CANCELLATION FOR ANY STATUTORILY
PERMITTED REASONS, OTHER THAN NON-PAYMENT OF
PREMIUM, WE AGREE TO MAIL PRIOR NOTICE OF
CANCELLATION.

SCHEDULE:

1. NAME: CITY OF EL PASO
ADDRESS: 2 CIVIC CENTER PLAZA
EL PASO, TX 79901

2. NAME:
ADDRESS:

NUMBER OF DAYS ADVANCE NOTICE: 30, EXCEPT FOR
NON-PAYMENT OF PREMIUM.

Date Issued:04/26/2011



RENEWAL

EFFECTIVE DATE: 07/17/2010

Policy Number: BOP8479019	Prior Policy: 8479019
Billing Type: DIRECT BILL	
Coverage Is Provided in PEERLESS INDEMNITY INSURANCE COMPANY	
Named Insured and Mailing Address: WRIGHT & DALBIN ARCHITECTS INC 2112 MURCHISON DR EL PASO TX 79930	Agent: TEXAS AGENCY ALLIANCE INC PO BOX 1400 ABILENE TX 79604 Agent Code: 3252573 Agent Phone: (325)-673-6414

**COMMERCIAL PROTECTOR COVERAGE FORM DECLARATIONS
BUSINESSOWNERS COVERAGE FORM DECLARATIONS**

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

POLICY PERIOD: From: 07/17/2010 To: 07/17/2011 at 12:01 AM Standard Time at your mailing address shown above.

FORM OF BUSINESS: CORPORATION

BUSINESS DESCRIPTION: ENGINEERS OR ARCHITECTS-CONSULTING-NOT ENGAGED

DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location Occupancy, Construction/Fire Protection
001	001	2112 MURCHISON DR EL PASO EL PASO TX 79930 ENGINEERS OR ARCHITECTS-CONSULTING-NOT ENGAGED IN ACTUAL CONST.-EXCLUDING PROFESSIONAL LIAB MASONRY NON-COMBUSTIBLE

PROPERTY COVERAGE (Business Income is included as an Additional Coverage not subject to the limits below, please refer to your policy and endorsements for coverage details and limitations)

Prem. No.	Bldg. No.	Coverage	Limits of Insurance
001	001	BUSINESS PERSONAL PROPERTY	\$ 82,680
DEDUCTIBLE:		\$ 1,000 In Any One Occurrence	

AUTOMATIC INCREASE: Building Coverage Shall Be Increased Annually.
Personal Property Coverage Shall Be Increased 6% Annually.

MORTGAGE HOLDERS: NONE

PROPERTY OPTIONAL COVERAGES

Coverage	Additional Limits of Insurance
COMMERCIAL PROTECTOR COVERAGE EXTENSION PLUS	INCLUDED

44-98 (06/04)

RENEWAL

COMMERCIAL PROTECTOR COVERAGE FORM DECLARATIONS (Continued)
BUSINESSOWNERS COVERAGE FORM DECLARATIONS

LIABILITY AND MEDICAL PAYMENTS COVERAGE

Except for Fire Legal Liability, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Paragraph D.4. of the Section II LIABILITY of the COMMERCIAL PROTECTOR COVERAGE FORM (BUSINESSOWNERS COVERAGE FORM).

Coverage	Limits of Insurance
LIABILITY AND MEDICAL EXPENSES	\$ 1,000,000 Per Occurrence
MEDICAL EXPENSES	\$ 5,000 Per Person
DAMAGE TO PREMISES RENTED TO YOU	\$ 50,000 Any One Fire or Explosion
AGGREGATE LIMITS	
BODILY INJURY OR PROPERTY DAMAGE UNDER PRODUCTS/COMPLETED OPERATIONS HAZARD	\$ 2,000,000
ALL OTHER INJURY OR DAMAGE (INCLUDING MEDICAL EXPENSES)	\$ 2,000,000

LIABILITY OPTIONAL COVERAGES

Coverage	Limits of Insurance
EMPLOYEE BENEFITS LIABILITY	
EACH EMPLOYEE	\$ 1,000,000
EMPLOYEE BENEFITS AGGREGATE LIMIT	\$ 3,000,000
RETROACTIVE DATE 07/08	
DEDUCTIBLE \$1000 EACH EMPLOYEE	

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY:

(Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations)

Form Number	Description
17-5	- 0604 WELFARE & PENSION FUND ERISA COMPLIANCE CONDITION
17-98	- 0604 EXCLUSION - ASBESTOS
26-102	- 1202 TEXAS CHANGES
44-105	- 0604 QUICK REFERENCE - COMMERCIAL PROTECTOR COVERAGE FORM
44-115	- 0604 COMMERCIAL PROTECTOR COVERAGE FORM
44-146	- 0604 COMMERCIAL PROTECTOR EXTENSION PLUS ENDORSEMENT
44-148	- 0604 COMMERCIAL PROTECTOR LIABILITY EXTENSION ENDORSEMENT
44-175	- 0108 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
44-190	- 0108 EXCLUSION OF PUNITIVE DAMAGES OF CERT ACTS OF TERROR
44-192	- 0604 WAR LIABILITY EXCLUSION
44-207	- 0305 EXCLUSION-VIOLATION OF STATUTES
44-222	- 0108 IDENTITY THEFT EXPENSE COVERAGE
44-223	- 0608 WATER EXCLUSION ENDORSEMENT
BP0118	- 0702 TEXAS CHANGES
BP0119	- 0702 TEXAS CHANGES-CONDITIONS REQUIRING NOTICE
BP0204	- 0702 TX CHANGE - AMENDMENT OF CANCELLATION PROVISIONS
BP0417	- 0702 EMPLOYMENT-RELATED PRACTICES EXCLUSION
BP0497	- 0702 WAIVER OR TRANSFER OF RIGHTS OR RECOVERY
BP0501	- 0702 CALCULATION OF PREMIUM
BP0576	- 1102 LIMITED FUNGI OR BACTERIA COVERAGE
BP0577	- 1102 FUNGI OR BACTERIA EXCLUSION
BP0601	- 0107 EXCLUSION OF LOSS DUE TO BACTERIA

44-98 (06/04)

AGENT COPY

RENEWAL

COMMERCIAL PROTECTOR COVERAGE FORM DECLARATIONS (Continued)
BUSINESSOWNERS COVERAGE FORM DECLARATIONS

BP1203	- 0702	LOSS PAYABLE PROVISIONS
BP1702	- 0702	CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE
21-8	- 1094	ADDITIONAL INTERESTS SCHEDULE
17-22	- 0604	EXCLUSION - LEAD
17-357	- 0108	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

PREMIUM

Terrorism Risk Insurance Act of 2002 and 2005 Coverage	\$	0.00
Total Policy Premium	\$	728.00

Countersigned: By _____
Authorized Representative
Date

Includes copyrighted material of Insurance Services Office, Inc. with its permission. Copyright, Insurance Services Office, Inc. 1982, 1983, 1984, 1985.

Date Issued: 06/03/2010



RENEWAL

ITEM ONE

Forming a part of

Policy Number: BA 8471620	
Coverage is Provided In PEERLESS INDEMNITY INSURANCE COMPANY	
Named Insured: WRIGHT & DALBIN ARCHITECTS INC	Agent: TEXAS AGENCY ALLIANCE INC
Agent Code: 3252573	Agent Phone: (325)-673-6414

COMMERCIAL AUTO COVERAGE PART
BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

Each of the coverages below will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMITS The most we will pay for any one accident or loss	PREMIUM
LIABILITY	1	\$ 1,000,000	\$ 1,125.00
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	See CA 22 64	See Schedule	\$ 129.00
UNINSURED AND UNDERINSURED MOTORISTS	See CA 21 09	\$1,000,000 Each Accident	\$ 519.00
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	Actual cash value or cost of repair, whichever is less, minus the deductible shown in ITEM THREE for each covered auto, but no deductible applies to loss caused by fire or lightning. See ITEM FOUR for hired or borrowed "autos."	\$ 303.00
PHYSICAL DAMAGE COLLISION COVERAGE	7	Actual cash value or cost of repair, whichever is less, minus the deductible shown in ITEM THREE for each covered auto. See ITEM FOUR for hired or borrowed "autos."	\$ 672.00
PREMIUM FOR ENDORSEMENTS			\$ 230.00
ESTIMATED TOTAL PREMIUM This policy may be subject to final audit.			\$ 2,978.00

Notice: A fee of \$ 3.00 is payable in addition to the premium due under this policy. This fee reimburses the insurer, as permitted by 28 TAC 5.205, for the \$1 fee per motor vehicle year required to be paid to the Automobile Theft Prevention Fund under Texas Civil Statutes, Article 4413(37), 10, which became effective on June 6, 1991.

**COMMERCIAL AUTO COVERAGE PART
BUSINESS AUTO COVERAGE FORM DECLARATIONS (continued)**

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this coverage part and made a part of this policy:

Form Number	Description
16-59F - 0504	BUSINESS AUTO EXTENSION ENDORSEMENT
16-66 - 0296	QUICK REFERENCE BUSINESS AUTO
CA0001 - 0797	BUSINESS AUTO COVERAGE FORM
CA0196 - 0201	TEXAS CHANGES
CA0243 - 0301	TEXAS CHANGES - CANCELLATION AND NONRENEWAL
CA2109 - 1201	TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE
CA2264 - 0201	TEXAS PERSONAL INJURY PROTECTION ENDORSEMENT
CA2384 - 0106	EXCLUSION OF TERRORISM
CA9991 - 0201	TEXAS CALCULATION OF PREMIUM
CA9995 - 1201	TEXAS SUPPLEMENTARY DEATH BENEFIT
CA9944 - 1293	LOSS PAYABLE CLAUSE

ITEM THREE**SCHEDULE OF COVERED AUTOS YOU OWN**

Covered Auto No	Year	Make, Model, Body Type	Town & State where principally garaged	Identification Number
001	2002	FORD TAURUS	EL PASO TX	1FAFP55U72G125667
Class: 3		Stated Amount:	Size or Seating Capacity:	OCN: \$ 20,400

Coverages	Deductibles/Limits	Premiums
LIABILITY	See ITEM TWO for Limits	\$ 358.00
UNINSURED MOTORISTS	See ITEM TWO for Limits	\$ 173.00
PERSONAL INJURY PROTECTION (PIP)	\$ 2,500	\$ 43.00
COMPREHENSIVE	500 Deductible	\$ 103.00
COLLISION	500 Deductible	\$ 224.00

Covered Auto No	Year	Make, Model, Body Type	Town & State where principally garaged	Identification Number
002	2007	NISSAN ALTIMA	EL PASO TX	1N4AL21EX7N472047
Class: 3		Stated Amount:	Size or Seating Capacity:	OCN: \$ 19,800

Coverages	Deductibles/Limits	Premiums
LIABILITY	See ITEM TWO for Limits	\$ 358.00
UNINSURED MOTORISTS	See ITEM TWO for Limits	\$ 173.00
PERSONAL INJURY PROTECTION (PIP)	\$ 2,500	\$ 43.00
COMPREHENSIVE	500 Deductible	\$ 100.00
COLLISION	500 Deductible	\$ 224.00

Workers Compensation And Employers Liability Insurance Policy



RENEWAL

Transaction Effective: 07/17/2010

INFORMATION PAGE

DIRECT BILL

Policy Number: WC 8472120	Prior Policy: 8472120	Date Issued: 06/03/2010
Coverage Is Provided In: THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY		NCCI Number: 14184
1. Named Insured and Mailing Address: WRIGHT & DALBIN ARCHITECTS INC 2112 MURCHISON DR EL PASO TX 79930		Agent: TEXAS AGENCY ALLIANCE INC PO BOX 1400 ABILENE TX 79604 Agent Code: 3252573 Agent Phone: (325)-673-6414
Federal Employer ID Number: 742692513	Filing Number:	SIC Code: 8711
Other Workplaces not shown above: REFER TO ADDITIONAL WORKPLACES SCHEDULE		
Entity of Insured - CORPORATION		

2. Policy Period:
The Policy Period is from 07/17/2010 to 07/17/2011, 12:01 AM Standard Time at the insured's mailing address.

3. A. Worker's Compensation Insurance:
Part One of the policy applies to Worker's Compensation Law of the states listed here:
TX

B. Employers Liability Insurance:
Part Two of the policy applies to work in each state listed in 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000 each accident
Bodily Injury by Disease	\$ 1,000,000 policy limit
Bodily Injury by Disease	\$ 1,000,000 each employee

C. Other States Insurance:
Part Three of the policy applies to states, if any, listed here: All states except North Dakota, Ohio, Washington, Wyoming and states designated in item 3.A. on the Information Page;

D. Endorsements and Schedules:
This policy includes these endorsements and schedules: See Extension of Information Page

4. Premium:
The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Code Number	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
		See Extension of Information Page		
POLICY PREMIUM TOTALS				
		Total Estimated Standard Premium	\$	1,868.00
		Expense Constant	\$	185.00
		Total Estimated Premium	\$	2,053.00
		Total Estimated Cost	\$	2,053.00
Minimum Premium	\$ 250.00	Deposit Premium	\$ 2,053.00	Adjustment Period: ANNUAL

Date: _____ Countersigned by: _____

 Authorized Signature

Notice to Policyholder of Accident Prevention Services – Texas

THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY is required by law to provide its policyholders with certain accident prevention services as required by the Texas Labor Code, section 411.066, at no additional charge. Accident prevention services include surveys, recommendations, training programs, consultations, accident analysis, industrial hygiene, and industrial health services. If you would like more information, call our Loss Control Department at 1-214-346-7495. If you have any questions about this requirement, call the Division of Workers' Health and Safety, Texas Workers' Compensation Commission at 1-800-452-9595.



Workers Compensation And Employers Liability Insurance Policy

RENEWAL

Transaction Effective: 07/17/2010

Policy Number: WC 8472120	Policy Period: From 12:01 AM 07/17/2010 To 12:01 AM 07/17/2011
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	NCCI Number: 14184
Named Insured: WRIGHT & DALBIN ARCHITECTS INC	Agent: TEXAS AGENCY ALLIANCE INC Agent Code: 3252573
Federal Employer ID Number: 742692513	Filing Number:

EXTENSION OF INFORMATION PAGE

Code Number	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
TX				
8809	EXECUTIVE OFFICERS NOC - PERFORMING CLERICAL OR OUTSIDE SALESPERSONS DUTIES ONLY	50,000	0.3500	175.00
8810	CLERICAL OFFICE EMPLOYEES NOC	127,975	0.2600	333.00
8810	DRAFTING EMPLOYEES	293,882	0.2600	764.00
8601	ARCHITECT OR ENGINEER - CONSULTING	164,800	0.4700	775.00
	Sub-Total		\$	2,047.00
9812	Premium for Increased Limits Part Two		\$	41.00
9848	Balance To Increased Limits Minimum Premium		\$	34.00
9885	Premium Incentive for Small Employers			-316.00
	Sub-Total		\$	1,804.00
	State Total Estimated Standard Premium		\$	1,804.00
9740	Terrorism Risk Insurance Act of 2002 Coverage		\$	64.00
	State Total Estimated Cost		\$	1,868.00

Date Issued: 05/03/2010

Copyright, 1987 National Council on Compensation Insurance

ATTACHMENT E

23-183 - 0694
25-199 - 1094
WC000000A - 0492
WC420301F - 0100
WC420310 - 0197
WC420407 - 0302
WC420601 - 0194
WC990120 - 0108
WC980420 - 0108

ADDITIONAL WORKPLACES SCHEDULE
QUICK REFERENCE
WORKERS COMP AND EMPLOYERS LIABILITY INSURANCE POLICY
TEXAS AMENDATORY ENDORSEMENT
SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS
TEXAS-AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDT
TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT
TX TERRORISM RISK INSURANCE PROGRAM ACT
TX TERRORISM PREMIUM ENDT

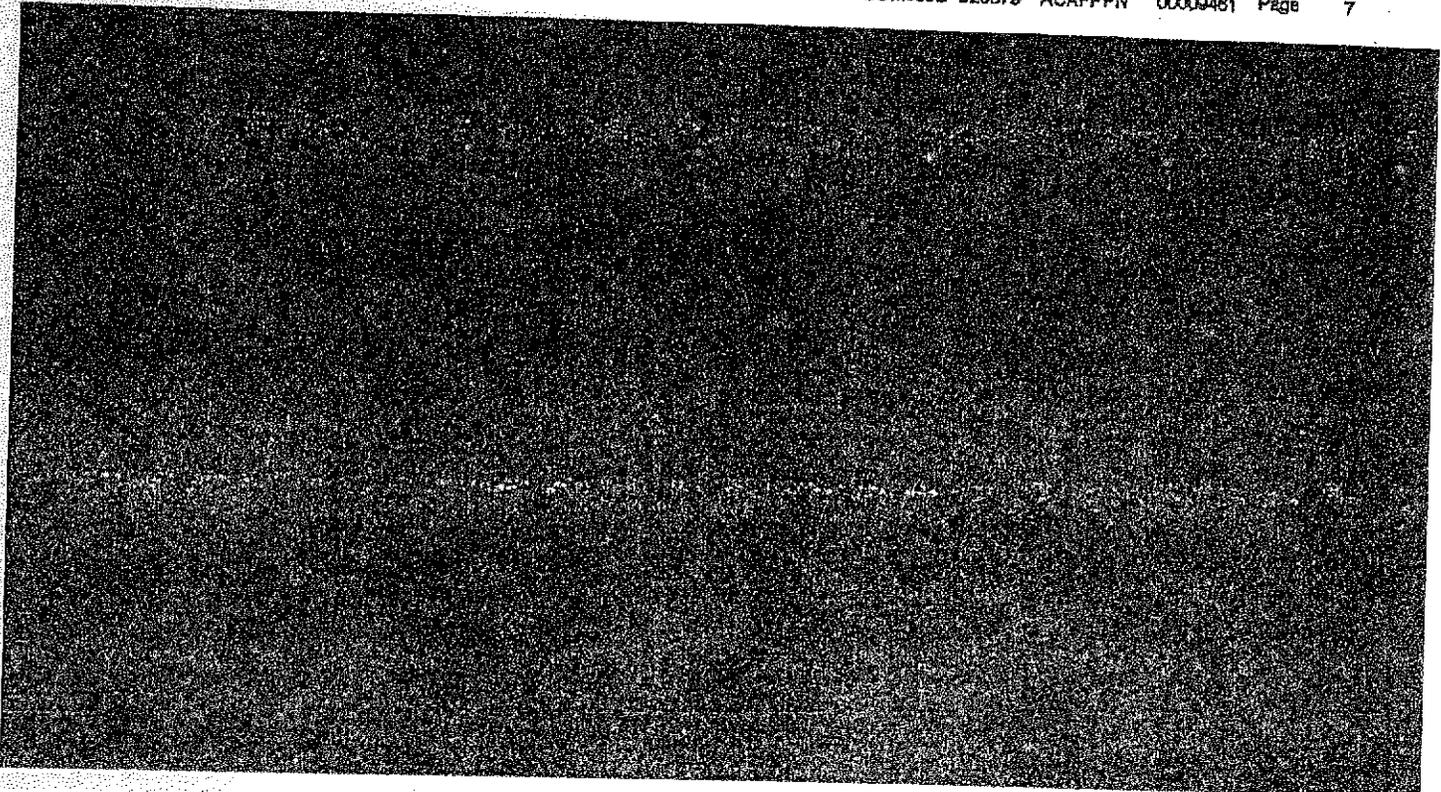
25-194 (06/94)(WC 00 00 01A)

Copyright, 1987 National Council on Compensation Insurance

Date Issued: 06/03/2010

AGENT COPY

PGDM060D J20579 ACAFPN 00009461 Page 7



Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State



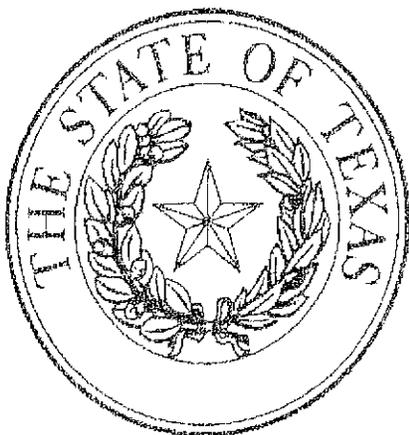
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for WRIGHT & DALBIN ARCHITECTS, INC. (file number 129580200), a Domestic For-Profit Corporation, was filed in this office on December 29, 1993.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 03, 2011.



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State