

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

**DEPARTMENT:** Engineering and Construction Management

**AGENDA DATE:** June 12, 2012

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

**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

That the City Manager be authorized to sign the Agreement for Professional Services by and between the City of El Paso and SWA Group, a California Corporation, for a project known as "San Jacinto Plaza Redesign" for an amount not to exceed Five Hundred Thousand and No/00 Dollars (\$500,000.00) 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 Five Hundred Fifty Thousand and No/00 Dollars \$550,000.00).

**BACKGROUND / DISCUSSION:**

The project entails the design of the San Jacinto Plaza will be in accordance with the schematic plan previously approved by city council that incorporates public input. The project includes paving, water features, seating areas, planting, gardens, shade structure, stage, streetscape, entry plaza, Sunner's Plaza, Balustrade Circle, Bocce Court, street promenades, table tennis courtyard, chess courtyard, signage, and lighting.

SWA Group was selected thought the City's A/E Selection process which is qualifications based.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

2010 Transportation Certificates of Obligation

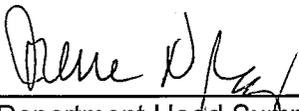
**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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(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 SWA Group, a California Corporation, for a project known as "San Jacinto Plaza Redesign" for an amount not to exceed Five Hundred Thousand and No/00 Dollars (\$500,000.00), 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 Five Hundred Fifty Thousand and No/00 Dollars (\$550,000.00).

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.

CITY OF EL PASO:

\_\_\_\_\_  
John F. Cook,  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen,  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

\_\_\_\_\_  
R. Alan Shubert, P.E.  
City Engineer

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

AN AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2012 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 SWA GROUP, a California Corporation, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as "SAN JACINTO PLAZA REDESIGN" 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 Consultant's Fee Proposal
Attachment "B"	Sub Consultant Proposals
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". In the event of any inconsistency between this Agreement, Attachment "A" and/or Attachment "B", the controlling documents shall be in this order of precedence: 1) this Agreement; 2) Attachment "A"; 3) Attachment "B".

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.

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 Consultant shall use its best efforts and will take reasonable precautions to protect and maintain the confidentiality of any information supplied by Owner during the course of this Agreement and which is identified in writing by Owner as being confidential information, except to the extent that disclosure of such information to third parties is necessary in the performance of Consultant's services. This clause shall not apply to any information which is in the public domain, or which was acquired by Consultant prior to the execution of this Agreement, or obtained from third parties under no obligation to Owner.

2.6 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.

2.7 Consultant's scope of services does not include and Consultant shall not be responsible for any failure to discover, nor shall Consultant be under any duty or obligation to investigate or remediate, the presence of any pre existing hazardous condition, element or material, emitted intentionally or unintentionally from the property on which the project is to be located.

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

3.1 **PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)** 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 "A"**. Reimbursable expenses for Preliminary Design and Final Design shall not

exceed Thirty Three Thousand Five Hundred Five and No/00 Dollars (\$33,505.00). 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 **Attachments "A" and "C"**, at the rates set forth in Attachment "A", 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 "A"**.

**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 **Attachments "A" and "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 N/A 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 "A", "C" and "D"**.

**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 CONSULTANT'S RIGHT TO SUSPEND SERVICES.** Consultant shall have the right to suspend services on this project if (a) owner fails to make payments when due or otherwise is in breach of this agreement; or (b) the parties have not executed a written contract for SWA's services and unpaid invoices have been rendered with an aggregate balance exceeding \$5,000.

**4.4 TERMINATION.** This Agreement may be terminated as provided herein.

**4.4.1 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.

**4.4.2 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.

**4.4.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

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

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

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any

payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

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

- a) **COMMERCIAL GENERAL LIABILITY**
  - Personal Injury or Death**
    - \$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 coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates 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.** Consultant shall indemnify and hold harmless Owner, and Owner’s officers, directors, partners, 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, 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.

## **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 **Attachments "A" and "D"**.

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

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

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

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

**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

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

documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

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

**7.6 FORCE MAJEURE.** If, by reason of Force Majeure, Consultant shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then Consultant shall give notice and full particulars of such Force Majeure in writing to Owner within a reasonable time after occurrence of the event or cause relied upon, and the obligation of Consultant, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and Consultant shall try to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. If consultant is unable to comply with the provisions of this agreement by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty days, Consultant shall be excused from further performance under this agreement.



**7.14 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 A. Wilson,  
City Manager

**CONSULTANT:**  
SWA Group

\_\_\_\_\_  
By: Gerdo Aquino  
Title: President/Principal

APPROVED AS TO FORM:

\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
R. Alan Shubert, P.E.  
City Engineer

(Acknowledgements on following page)



**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

For the Project known as "SAN JACINTO PLAZA REDESIGN," 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

**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

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.

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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

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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.

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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:

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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.

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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.

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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.

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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.

**ATTACHMENT "C"**  
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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.

**ATTACHMENT "C"**  
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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 "SAN JACINTOPLAZA REDESIGN" hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)** 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 above.

**Report Phase**  
**Preliminary Design Phase**  
**Pre-Final Design Phase**  
**Final Design Phase**  
**Bidding Phase**  
**Construction Phase**

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.

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**

The services called for in the various phases of this Agreement shall be completed pursuant to the time frames set forth in **Attachment "A"** to this Agreement.

Attachment A



Revised  
May 30, 2012  
April 12, 2012

City of El Paso  
Two Civic Center Plaza  
4<sup>th</sup> Floor  
El Paso, Texas 79901

Attention: Sam Rodriguez, P.E., Engineering Division Manager  
Subject: San Jacinto Plaza Redesign, El Paso, Texas  
ELPS201

Dear Mr. Rodriguez:

We are pleased to submit this proposal for Professional Services in connection with the project referenced above.

This Agreement is by and between SWA Group ("SWA"), a California corporation, and the City of El Paso, ("Client") El Paso, Texas.

SWA shall provide professional services on the project referenced above, the extent of which is indicated on the attached drawing entitled: Illustrative Landscape Master Plan, which is part of Attachment A.

In the event of any inconsistency between this Agreement, Exhibit A and/or Exhibit B, the controlling documents shall be in this order of precedence:

- a) the Prime Agreement held by the City of El Paso;
- b) SWA Proposal (Attachment A);
- c) Sub-Consultant Proposals (Attachment B)

**SCOPE OF SERVICES**

The scope of these services shall include:

A. SWA shall provide Design Consultation for the following items:

1. All landscape and engineering for the redesign of San Jacinto Plaza (approximately 95,400

Gerdo P Aquino  
Ying-Yu Hung  
Kinder Baumgardner  
David Berkson  
René Bihan  
William Callaway  
Scott Cooper  
John E Cutler  
Marco Esposito  
Tom Fox  
Cinda Giffiland  
Loreen Hjort  
Roy Imamura  
Robert Jacob  
Richard K Law  
Hui-Li Lee  
James Lee  
Margaret Leonard  
John S Loomis  
Ye Luo  
Charles S McDaniel  
Ross Nadeau  
Sean O' Malley  
Timothy Peterson  
Lawrence Reed  
H Joseph Runco  
Kevin Shanley  
Elizabeth Shreeve  
Scott Slaney  
David P Thompson  
John L Wong

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www.swagroup.com



## Attachment A

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square feet) to include: steps, paving systems, seating systems, two water features, planting, interpretive walk and gardens, shade structure for Jimenez sculpture 'Los Lagartos', stage, streetscape, park expansion, entry plaza, Balustrade Circle, Bocce Court, N. Mesa Street and Main Street Promenades, Table Tennis Courtyard, Chess Courtyard, Signage, Lighting, Placement of historical markers, and all additional elements as shown in the Illustrative Landscape Master Plan attached.

- B. SWA shall provide data collection, concept refinement, design development, construction documentation, bidding assistance, and construction observation services as later described, for the following scope items:
1. Finish grading and drainage of pedestrian pavements and planting areas.
  2. Pedestrian pavements.
  3. Landscape walls, steps, railings and related site structural elements.
  4. Decks and seating devices.
  5. Site furniture including planter pots, trash receptacles, and cigarette urns (if any).
  6. Two (2) ornamental fountains.
  7. Shade structure over Los Lagartos.
  8. Selection, location and mounting details of fixtures for site lighting.
  9. Planting and soil amendment.
  10. Irrigation downstream from mainline point-of-connection.
  11. Participation in selection of site sculpture (if any).
- C. SWA will retain and direct the services of professional consultants for:
1. Civil Engineering, Drainage, Stormwater pollution prevention, and traffic and pedestrian control plans (Quantum Engineering).
  2. Structural engineering (Zamora Engineering Inc.).
  3. Mechanical, electrical and plumbing engineering (Robinet and Ramos Consulting).
  4. Site lighting circuitry. (Robinet and Ramos Consulting).
  5. Architectural Design for shade structure and café building (Lake Flato Architects).
  6. Geotechnical and soils testing (CQC Testing and Engineering).
  7. Signage and Wayfinding Design (Hunt Design).
  8. Lighting Design (HLB Lighting).
  9. Water Feature Design (Fluidity).



## Attachment A

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10. Survey (Roe & Associates).
11. Cost Estimating (Cummings).
12. Irrigation (Sweeney and Associates).

### PROCEDURE

#### Data Gathering and Organization (2 weeks)

The SWA team will attend a kick-off meeting with the City of El Paso to introduce the team and to confirm the project scope, schedule, budgets, and key meeting dates and submittals. During this phase a full survey will be conducted that includes all above ground and below-ground elements of the plaza and surrounding right-of-way.

#### Tasks/Deliverables:

1. Kick-Off Meeting with City of El Paso in El Paso, Texas.
2. Finalize contract with City of El Paso and all Sub-Consultants.
3. Establish meeting schedule.
4. Establish deliverables schedule.
5. Review and distribute all existing data to consultants.
6. Topographic/Improvement/Utility Survey for ROWs being N. Mesa Street/Mills Avenue/Oregon Street and Main Street.
7. Topographic/Improvement/Utility Survey for San Jacinto Plaza.
8. Collect sub-surface soil information and conduct field tests. Submit Soils Investigation Schedule and Report.
9. Field report of Irrigation related findings.
10. Meet with SWA sub-consultants with offices in El Paso, Texas.
11. Quantum Engineering to investigate expansion of plaza into adjacent streets (lane removal for park use).
12. Quantum Engineering to investigate raising of Oregon Street to become flush with adjacent curbs serving as a pedestrian crossing.

#### Concept Refinement (3 weeks + 1 week for City Review)

SWA shall refine the approved conceptual drawings and prepare schematic design drawings defining the general concept of landscape architectural design and development and a budgetary estimate of probable construction cost for that scope of work based upon the concept.

#### Tasks/Deliverables:

1. Refine conceptual landscape master plan and programming based on Final comments from the City.

2. Analyze surveys and refine conceptual design based on topography, location of utilities, placement of historic markers, existing trees to remain.
3. Prepare a construction cost estimate based on concept refinement.
4. Refine water feature design based on City comments.
5. Develop conceptual lighting design studies and analysis. Design basis summary outlining the recommended program for lighting design, including lighting diagrams, sketches, cut-sheets, and other required materials to convey preliminary design intent.
6. Identify signage needs and develop preliminary design concepts for signage categories (identity, directional, regulatory).
7. Estimated water use calculations and proposed approach for irrigation.
8. Meeting with the City of El Paso to present concept refinement.
9. Working group meeting with local consultants.
10. Quantum Engineering to confirm pedestrian crossing and expansion feasibility.

#### Design Development (7 weeks + 1 week for City Review)

Upon Client's authorization to commence design development, SWA shall prepare design development drawings (30% complete) and a preliminary estimate of probable construction cost for SWA's portion of the work. The design development plans will define the character and essentials of the project, including selection of materials.

SWA shall assist Client in filing the appropriate plans and documents which are required to secure the necessary design approvals from the various governmental agencies having jurisdiction over the project, but Client shall be solely responsible for securing all such approvals.

#### Tasks/Deliverables:

1. Design Development drawings (30%) to include: demolition plans, layout plans, grading and drainage plans, engineering plans, landscape plan, irrigation plan, paving plan, planting plan, lighting plans, traffic and control plans, streetscape plan, typical sections, stormwater pollution prevention plan, details, preliminary specifications and other documents as identified by The City of El Paso and/or SWA.
2. Provide a 30% cost estimate.
3. Refine schedule based on consultant input.
4. Coordinate the work of all consultants.
5. Provide an FTP site for shared file access.
6. Create an 'Action-Item' list of responsibilities.
7. Offer potential Value Engineering options to keep project on budget.
8. Prepare/organize necessary permit drawings and related scheduling.
9. Prepare draft of construction sequencing plan.
10. Attend two (2) coordination meetings in El Paso.



Construction Documentation (7 weeks + 3 weeks for City Review – 50%, 95% final design, and 100% completion)

Upon Client's approval of the design development plans and preliminary cost estimate, SWA will develop working drawings and technical sections of specifications to construct the work and shall prepare a final estimate of probable construction cost. Technical sections of specifications shall be prepared in Construction Specifications Institute (CSI) MasterFormat. Client shall be responsible for Bidding and Contract Requirements and General Requirements divisions of the specifications.

SWA shall prepare working drawings and technical sections of specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.

In developing working drawings and technical sections of specifications, SWA shall use its best efforts to coordinate its services with those of other consultants and to maintain a construction budget in accordance with the preliminary design estimate of probable construction cost accepted by Client at the end of the preliminary design phase. When the final estimate of probable construction cost is one hundred ten percent (110%) of the preliminary design budget estimate, or less, the final estimate will be acceptable to Client.

Tasks/Deliverables:

1. Construction Document drawings (50%, 90%, and 100%) to include: demolition plans, layout plans, grading and drainage plans, engineering and utilities plans, landscape plan, irrigation plan, paving plan, planting plan, lighting plans, traffic and control plans, streetscape plan, typical sections, stormwater pollution prevention plan, details, preliminary specifications and other documents as identified by The City of El Paso and/or SWA.
2. Facilitate consultant coordination meetings
3. Finalize construction cost estimate (90%).
4. Construction sequencing plan.
5. Compile all documents into on set for submittal purposes.
6. File necessary permits with public agencies.
7. Issue a permit 'checklist' to Client and all consultants.
8. Revisit schedule.
9. Document City submittals and track comments from the various public agencies in order to secure an approved set of documents.
10. SWA will inform Client of necessary revisions to CD's.
11. Offer Value Engineering suggestions.
12. Attend three (3) coordination meetings in El Paso, TX.

Bidding Phase (Duration To Be Determined)



If required by the Client, SWA will answer questions and assist the City with issuing addendums and clarifications as listed in the scope of work attached to the RFQ.

Tasks/Deliverables:

1. Assist the City in determining bid period and date.
2. Assist the City in responding to all questions from prospective bidders.
3. Attend a pre-bid conference.
4. Assist the City in preparing addenda.
5. Assist the City in evaluating bids and provide recommendations concerning acceptability of subcontractors.

Construction Observation (Duration To Be Determined)

SWA shall select and pre-tag specimen plant materials as shown in the planting plans.

SWA shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with SWA's design intent and construction documents. On the basis of its observations while at the site, SWA will keep Client informed of the progress of construction. SWA may recommend to Client the rejection of work failing to conform to the contract documents.

If requested by the Client, SWA shall assist the City with the preparation and processing of change orders to assist with negotiating purposes. SWA will also be responsible to provide written answers to requests for information (RFI's). SWA will provide both hard copies and electronic format CD's of the as-built plans, which include specifications and all attachments.

SWA shall endeavor to secure compliance by the contractor to the plans and specifications. SWA shall not be responsible for construction means, methods, techniques, sequences or procedures, or job-site safety, in connection with the work and SWA shall not be responsible for the contractor's errors or omissions, or failure to carry out the work in accordance with the contract documents.

Tasks/Deliverables:

1. Attend pre-construction meetings.
2. Review, reject and/or approve submittals and shop drawings.
3. Provide written answers to Requests for Information (RFI's).
4. Review and sign off on change orders.
5. Perform site visits and provide written observation reports to the City.
6. Punch List walk-thru.
7. Sign-Off on construction closeout documents.
8. Hard copies and Electronic copies of as-built plans and specifications.



**DESIGN APPROVAL**

Mr. Sam Rodriguez has been designated as the person responsible for design direction to SWA for this project and has the authority for design approval. In the event that the design, as approved by Mr. Sam Rodriguez is rejected by others, and re-design is required, such re-design services shall be compensated as Additional Services if request occurs after the issuance of the notice to proceed for final design.

**MEETINGS AND SITE VISITS**

This proposal includes Professional Service time for up to 8 meetings for coordination with Client, agencies, consultants or Owner (as detailed below), and up to 10 site visit/construction observation meetings, scheduled approximately as follows: Orientation, Pre-construction meeting, layout of hardscape elements, fine grading, irrigation, nursery visit, planting, approval to begin maintenance period, acceptance of maintenance period, and punch list completion.

<b>Meeting Schedule</b>	
Data Gathering	1 kick-off meeting in El Paso, TX 1 meeting with the City
Concept Refinement	1 meeting with the City and local consultants
Design Development	2 Coordination meetings in El Paso, TX
Construction Documents	3 Coordination meetings in El Paso, TX
Construction Observation	Site visits/construction observation meetings to be determined
<b>Total</b>	<b>8 meetings</b>

Additional meetings shall be billed as Additional Services. Travel expenses shall be billed as Reimbursable Expenses.

**EXCLUSIONS TO SCOPE OF SERVICES**

Client shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- A. Legal descriptions of property.



- B. Overhead aerial photographs at controlled scale.
- C. Engineering other than that provided within the Scope of Services.

**FEES AND TERMS**

Services described above shall be provided for the fixed sum (including reimbursable expenses) of **\$500,000** in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Agreement by reference.

We estimate the following fee breakdown by phase:

Design Phase		SWA Fee	Sub-Consultant Fees*	Sub-Totals
Preliminary Design Phase (12 weeks)	Data Gathering/Organization (2 weeks):	\$9,000	\$46,429.60	\$55,429.60
	Concept Refinement (3 weeks):	\$15,000	\$38,366.80	\$53,366.80
	Design Development 30% (7 weeks):	\$41,000	\$68,186.80	\$109,186.80
Final Design Phase (7 weeks)	Working Drawings and Specifications – 50%, 95%, 100% (7 weeks):	\$120,000	\$94,270.18	\$214,270.18
Construction (Schedule TBD)	Construction Observation/Bidding (Hourly – Time and Materials):	\$34,241.12	--	\$34,241.12
		<b>\$219,241.12</b>	<b>\$247,253.88</b>	<b>\$466,495</b>
				<b>TOTAL</b>

\*Please see page 18 for an hourly rate breakdown of SWA's fees by phase.

\*\*Please see Page 20 for a breakdown of consultant fees by phase. Please see Attachment B for sub-consultant proposals, scope, and hourly rates.



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We estimate the cost of overall Reimbursable Expenses for Preliminary Design and Final Design as identified in Appendix A will not exceed \$33,505 (\$19,030 for SWA reimbursables, and approximately \$14,475 for sub-consultants). We estimate the following breakdown for SWA reimbursable expenses (please see Appendix A for further details):

<b>SWA – Estimated Reimbursable Expenses</b>							
	SWA People	Air	Hotel	Car Rental	Misc. Expenses	Printing/ Mailing/ Calls	<b>Sub-Total</b>
Cost per person		\$650	\$200	\$60	\$100		
Preliminary Design							
Data Gathering							
1. Kick-Off Meeting	2	\$1,300	\$400	\$60	\$200	\$250	<b>\$2,210</b>
2. City Meeting	2		\$400	\$60	\$200	\$500	<b>\$1,160</b>
Concept Refinement							
1. Team Meeting	2	\$1,300	\$400	\$60	\$200	\$750	<b>\$2,710</b>
Final Design							
Design Development							
1. Coordination Mtg	2	\$1,300	\$400	\$60	\$200	\$750	<b>\$2,710</b>
2. Coordination Mtg	2	\$1,300	\$400	\$60	\$200	\$750	<b>\$2,710</b>
Construction Documents							
50% Submittal	1	\$650	\$200	\$60	\$100	\$1,000	<b>\$2,010</b>
95% Submittal	1	\$650	\$200	\$60	\$100	\$1,750	<b>\$2,760</b>
100% Submittal	1	\$650	\$200	\$60	\$100	\$1,750	<b>\$2,760</b>
<b>TOTAL</b>		<b>\$7,150</b>	<b>\$2,600</b>	<b>\$480</b>	<b>\$1,300</b>	<b>\$7,500</b>	<b>\$19,030</b>



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We would be pleased to answer questions you may have or to clarify the various points above.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

SWA GROUP

Gerdo Aquino, President/Principal  
Contracting Agent  
Landscape Architect, TX License #2614  
Landscape architects are licensed by the State of Texas.

Kevin Shanley, CEO

Accepted: City of El Paso

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

GA/ns

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without the written permission of SWA Group.



**Appendix A**

Appended to and part of Agreement for Professional Services between SWA Group (SWA) and the City of El Paso (Client), dated April 12, 2012.

**FEES FOR PROFESSIONAL SERVICES**

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Professional Services except where noted as 'Hourly' Time and Materials.

**REIMBURSABLE COSTS**

The following costs shall be reimbursed at cost plus ten percent (10%) and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at the IRS-allowable rate at the time of traveling. International flights shall be business class.
- C. Cost of postage and shipping expenses other than first class mail.
- D. Long distance telephone charges.
- E. Photographic services.
- F. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by Client.
- G. Fees for additional consultants retained with the approval of Client.

**ADDITIONAL CONSULTANTS**

Fees for additional consultants not included in SWA's Basic Services and retained with the approval of Client shall be billed at cost plus five percent (5%). The additional costs are for accounting, processing expenses, cost of cash expenditures advanced on the Client's behalf, and for the cost of SWA's supervision and liability for outside consultants.

**ADDITIONAL SERVICES**

- A. Additional Services shall be provided on a time basis computed as follows:

<b>Principals/Staff</b>	<b>Rate / Hour</b>
Gerdo Aquino, President/Principal	300.00



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Ying-Yu Hung, Principal Designer	265.00
Trent Okumura, Project Manager	112.00
Michael Hee, Associate	100.00
Shannon Scovell, Junior Designer	90.00
Jeremy Klemic, CAD Manager	75.00
Natalie Sandoval, Administrative	95.00

Other principals, if used on this project, have rates ranging from \$205.00 to \$285.00 an hour. These rates are applicable for six months from the date of the Agreement for Professional Services, but may be increased subsequently without written notice.

Other employee time shall be charged at a multiple of two and one-half (2.5) times Direct Personnel Expense.

Additional Services include but are not limited to:

1. Making planning surveys, feasibility studies, and special analyses of Client's needs to clarify requirements for project programming.
2. Master planning.
3. Site planning beyond project limits.
4. Revisions and changes in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client during preliminary design; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or the preparation of alternates or deductive change orders requested by Client.
5. Plan preparation for and construction observation of portions of a project let on a segregated bid basis or to be phased during construction.
6. Services required as a result of the default or insolvency of contractor.
7. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for SWA scope items is reduced through no fault of SWA.
8. Providing services if, in "fast-track" projects, revisions to design or construction documents are required because of prior construction commitments or changes required in the construction process outside the control of SWA.
9. Cost of review as to form of lenders documents, certifications and consents to assignment requested of SWA during the term of this Agreement.

**STATEMENTS**



Fees for Professional Services shall be billed monthly for progress payment based upon percentage of work complete. Reimbursable Costs shall be billed with fee invoices.

### ACCOUNTS

Accounts are payable net 30 days from date of invoice at our office in Sausalito, California. A cash discount of 1% of invoice amount may be taken on accounts paid within 30 days of invoice date. A service charge of 1.25% of invoice amount per month (15% annual rate) will be applied to all accounts not paid within 60 days of invoice date.

### INSURANCE

At all times during the performance of its services under this Agreement, SWA shall maintain in full force and effect the following insurance, with the coverages and limits specified:

- A. Workers' compensation insurance, including occupational disease, in accordance with the statutory requirements set forth by the state in which the work is to be performed, and employer's liability insurance covering all of SWA's employees engaged in the performance of this Agreement, in the sum of \$1,000,000.00.
- B. Commercial general liability insurance, including Landscape Architect protective liability and contractual liability insurance, covering death or bodily injury and property damage of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.
- C. Commercial automobile liability insurance covering SWA for claims arising from owned, hired and non-owned vehicles covering death or bodily injury and property damage with limits of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.
- D. Professional liability (errors and omissions) insurance, on a claims-made basis, with limits of \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- E. Certificates of insurance covering any or all of the above insurance required to be maintained by SWA shall be provided to Client upon written request.
- F. Should Client request in writing that modifications be made to the stated policy limits or deductibles, SWA shall use its best efforts to have its insurers accommodate such modifications. All charges and additional premiums levied by insurers for such modifications shall be paid by Client in advance.
- G. Upon written request by Client, SWA shall use its best efforts to have Client named as an additional insured on the Commercial general liability and Commercial automobile liability policies described above, subject to acceptance by the insurer.

### INDEMNIFICATION

- A. To the extent of available coverage under the insurance coverage as provided in this Agreement, SWA shall indemnify and save harmless (but not defend) Client against any and all loss, liability and



damages arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property to the extent caused by the negligent errors or omissions or willful misconduct of SWA, its subcontractors, agents or employees.

- B. Client shall indemnify and save harmless SWA from and against any and all loss, liability and damage arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property, to the extent caused by or attributable to:
1. The negligent errors or omissions or willful misconduct of Client, its contractors, subcontractors, agents or employees.
  2. Any hazardous substance, condition, element or material, or any combination of the foregoing, produced by Client; or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed; or specifically required by Client to be used or incorporated by SWA into the work to be performed by SWA. SWA shall not be under any duty or obligation to investigate for the existence of such conditions, and shall not be responsible for any failure to discover such conditions.
  3. Failure of Client to provide information or services required to be provided by Client under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.
  4. Any claim asserted by an individual Home Owner or a Homeowners' Association formed for or associated with this project or any portion of this project, except to the extent caused by the negligence of SWA, its subcontractors, agents or employees. Client's obligation to indemnify SWA under this clause shall include (without limitation) reimbursement to SWA for all reasonable costs incurred in the defense of such claims, including attorneys' fees incurred in connection with any appeal of a legal action, and all reasonable settlement costs, unless SWA is found to be negligent with respect to such claim under the dispute resolution procedures agreed to in this Agreement, upon which finding Client shall have no duty to reimburse SWA for any such damages or costs which are attributable to SWA's negligence.

#### **CONFIDENTIALITY**

SWA will use its best efforts and will take reasonable precautions to protect and maintain the confidentiality of any information supplied by Client during the course of this Agreement and which is identified in writing by Client as being confidential information, except to the extent that disclosure of such information to third parties is necessary in the performance of SWA's services. This clause shall not apply to any information which is in the public domain, or which was acquired by SWA prior to the execution of this Agreement, or obtained from third parties under no obligation to Client.

#### **RIGHT TO SUSPEND SERVICES**



## Attachment A

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SWA shall have the right to suspend services on this project if (a) client fails to make payments when due or otherwise is in breach of this agreement; or (b) the parties have not executed a written contract for SWA's services and unpaid invoices have been rendered with an aggregate balance exceeding \$5,000.

### **AUTHORIZATION TO PROCEED**

If SWA is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

### **OWNERSHIP OF DOCUMENTS**

Original drawings and other documents, as instruments of professional service, are the property of SWA. None of them is to be used on other projects except by written agreement of SWA. One reproducible set of final documents will be furnished to Client upon request.

### **DOCUMENTS FURNISHED IN ELECTRONIC MEDIA**

Instruments of professional service provided in electronic media form, once released by SWA, may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. SWA is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by SWA.

### **CREDITS/ACKNOWLEDGMENTS**

SWA shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by Client (or their agent/client) in project identification boards, published articles, promotional brochures, and similar communications.

### **FORCE MAJEURE**

SWA shall not be responsible for any delay in the performance or progress of the work, or liable for any costs or damages sustained by Client resulting from such delay, caused by any act or neglect of the Client or Client's representatives, or by any third person acting as the agent, servant or employee of Client, or by changes ordered in the work, or as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefore, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the control and without the fault or negligence of SWA. In the event of any such delay, SWA shall proceed with due diligence to alleviate such delay and continue the performance of all obligations under this Agreement. The time during which SWA is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or



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damages resulting from any delay in the performance or progress of the work caused by any act or neglect of Client, its agents or representatives, shall be borne entirely by the Client.

**LAW**

This Agreement shall be interpreted and enforced according to the laws of the State of Texas.

**VALIDITY**

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable.

**SUCCESSORS AND ASSIGNS**

It is mutually understood and agreed that this Agreement shall be binding upon Client and its successors and assigns and upon SWA, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

**TERMINATION**

It is understood that these services may be terminated upon 10 days written notice for good reason by either party. In this event, SWA shall be compensated for all work performed prior to date of termination at the rates set forth above.

**REVOCATION**

This proposal shall be considered revoked if acceptance is not received within 90 days of the date hereof.

**ENTIRE AGREEMENT**

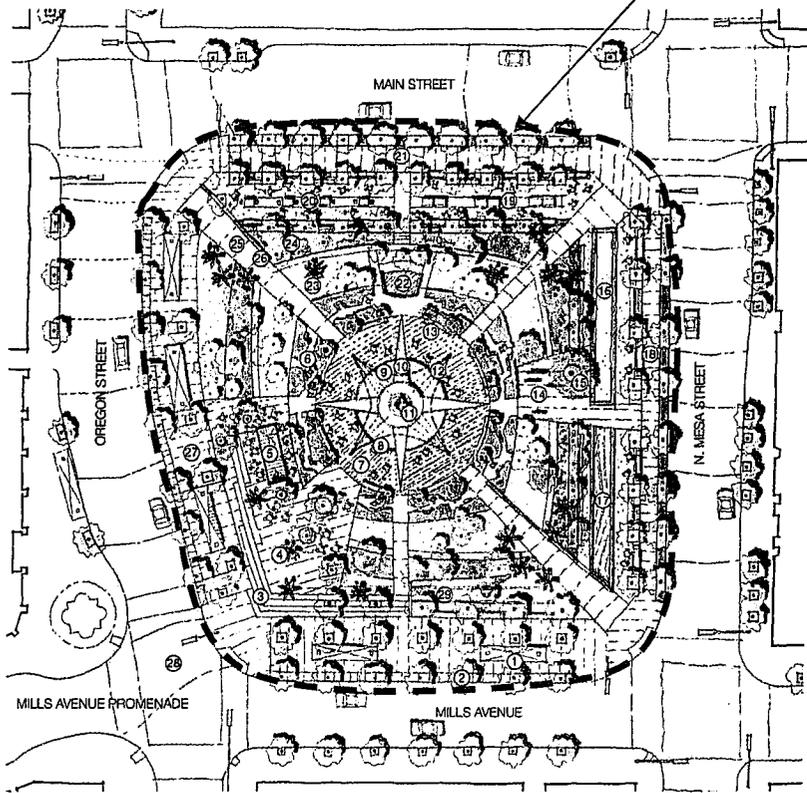
This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

End

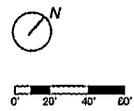


Illustrative Landscape Master Plan

Size: 95,400 sq. ft.



- ① Retail Kiosks/Pavilions
- ② Existing + Proposed Street Trees
- ③ 3' Wide Grand Steps
- ④ Entry Plaza
- ⑤ Park Cafe
- ⑥ Meandering Gardens
- ⑦ 'Sunner's Plaza'
- ⑧ Baulstrade Circle
- ⑨ Reflecting Pool
- ⑩ Existing 'Star-Shaped' Paving to Remain
- ⑪ Restored Existing Alligator Sculpture
- ⑫ Shade Canopy Above Alligator Sculpture
- ⑬ 'Sunner's' Bench
- ⑭ Christmas Tree Plaza
- ⑮ Existing Christmas Tree to Remain
- ⑯ Bocce Court
- ⑰ Splash Deck
- ⑱ N. Mesa Street Promenade
- ⑲ Table Tennis Courtyard
- ⑳ Chess Courtyard
- ㉑ Main Street Promenade
- ㉒ Stage
- ㉓ Lawn + Flowering Trees
- ㉔ Desert Interpretive Gardens
- ㉕ Historic Axial Paths w/New Paving Designs
- ㉖ Historical Monument + Signage
- ㉗ Oregon Street Promenade
- ㉘ Elevated Intersection (speed table)
- ㉙ Stepped Seating

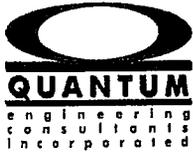






FINAL DESIGN PHASE								
4 CONSTRUCTION DOCUMENTS - 7 WEEKS	Principal	Principal Designer	Project Manager	Associate	Junior Designer	CAD Manager	Administrative	
Tasks/Deliverables								0
Construction Document drawings (50%, 90%, and 100%) to include: demolition plans, layout plans, grading and drainage plans, utilities plans, landscape plan, irrigation plan, paving plan, planting plan, lighting plans, traffic and control plans, streetscape plan, typical sections, stormwater pollution prevention plan, details, preliminary specifications and other documents as identified by The City of El Paso and/or SWA	8	8	180	180	280	280		936
1 Facilitate consultant coordination meetings			8					8
2 Finalize construction costs (90%)			2					2
3 Construction sequencing plan			2	36				38
4 Compile all documents into one set for submittal purposes			4	16				20
5 File necessary permits with public agencies			8	24				32
6 Issue a permit 'checklist' to Client and all consultants			8					8
7 Revisit schedule			8					8
8 Document City submittals and track comments from the various public agencies in order to secure an approved set of documents			20	24				44
9 SWA will inform Client of necessary revisions to CD's			8					8
10 Offer Value Engineering suggestions	2	2	8					12
11 Coordination meeting in El Paso, TX - 50%	4	4	8					16
12 Coordination meeting in El Paso, TX - 90%	4	4	8					16
13 Coordination meeting in El Paso, TX - 100%	8	8	8					24
								0
SUB-TOTAL HOURS	26	26	280	280	280	280	0	
RATE/HOUR	\$ 300.00	\$ 265.00	\$ 112.00	\$ 100.00	\$ 90.00	\$ 75.00	\$ 95.00	
COST	\$ 7,800.00	\$ 6,890.00	\$ 31,360.00	\$ 28,000.00	\$ 25,200.00	\$ 21,000.00	\$ -	\$ 120,000.00
TOTAL CONSTRUCTION DOCUMENTS PHASE								\$ 120,000.00
CONSTRUCTION								
5 CONSTRUCTION OBSERVATION/BIDDING	Principal	Principal Designer	Project Manager	Associate	Junior Designer	CAD Manager	Administrative	
Tasks/Deliverables								0
1 Assist the City in determining bid period and date			8					8
2 Assist the City in responding to all questions from prospective bidders			8					8
3 Attend a pre-bid conference			8					8
4 Assist the City in preparing addenda			10					10
5 Assist the City in evaluating bids and provide recommendations concerning acceptability of subcontractors			10					10
6 Attend pre-construction meetings			8	8				16
7 Review, reject and/or approve submittals and shop drawings			10	20				30
8 Provide written answers to Requests for Information (RFI's)			20					20
9 Review and sign off on change orders			20					20
10 Perform site visits and provide written observation reports to the City	4	4	42	52				102
11 Punch List walk-thru	8	8	4	8				28
12 Sign-Off on construction closeout documents	2		4					6
13 Hard copies and Electronic copies of as-built plans and specifications				12				12
SUB-TOTAL HOURS	14	12	152	100	0	0	0	278
RATE/HOUR	\$ 300.00	\$ 265.00	\$ 112.00	\$ 100.00	\$ 90.00	\$ 75.00	\$ 95.00	
COST	\$ 4,200.00	\$ 3,180.00	\$ 17,024.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 34,424.12
TOTAL CONSTRUCTION OBSERVATION/BIDDING PHASE								\$ 34,424.12
FEE BREAKDOWN								
Preliminary Design	\$ 65,000.00							
Final Design	\$ 120,000.00							
Construction Observation	\$ 34,424.12							
TOTAL	\$ 219,424.12							





April 9, 2012 (rev. 05/22/2012)

SWA Group  
811 W. 7th Street, Suite 430  
Los Angeles, CA

Attn: Natalie Sandoval  
Business Development and Marketing Manager

Re: San Jacinto Plaza Redesign  
El Paso, Texas

Dear Ms. Sandoval:

Quantum Engineering Consultants, Inc., a Texas Corporation, is pleased to submit this REVISED proposal for professional Services for the above-referenced project. Based on our understanding of the project requirements, the City of El Paso's Project Scope and Engineering Department Guidelines, we propose to furnish these services for a Not-To-Exceed fee of **Forty-Nine Thousand, Two Hundred Fourteen Dollars and 88/100 (\$49,214.88)**. Our proposed engineering fees are broken down on the accompanying job cost worksheet. Our scope of work will include the design of site improvements for San Jacinto Plaza and as described in more detail in the City's Project Scope (attached herewith). Services shall include the design of ADA compliant sidewalks/walkways, grading and streetscape plans, drainage plans, stormwater pollution prevention measures, traffic and pedestrian control plans, construction sequencing plans, and technical specifications.

We have also included an hourly rate schedule for Quantum Engineering Consultants, Inc. This schedule includes the rates for all QEC personnel that will be involved with this project, the rate for Full Time Inspection services and the daily rate for Expert Witness services.

This fee proposal does not include additional services as described in the City of El Paso's "Agreement for Engineering Services", nor does it include off-site drainage studies/analyses; FEMA studies, analyses, coordination or submittals; street/roadway design; additional surveying and/or engineering design services or any other services not explicitly stated to be provided by our fee proposal or identified in the Item Descriptions on our breakdown of fees attached herewith. However, QEC will prepare exhibits and/or renderings of the proposed improvements so that they may be used during the public involvement/public outreach process. QEC will also utilize existing drainage information, as much as possible, and any in-house data we have regarding the site for the drainage infrastructure design under this work authorization.

I will serve as the Team's primary contact and will be executing the Agreement for Engineering Services. We greatly appreciate the opportunity to once again be a part of the SWA Team and look forward to working with you. Should you have any questions or require additional information, please do not hesitate to call.

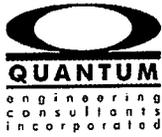
Sincerely,

A handwritten signature in black ink, appearing to read 'R. Gonzales', is written over a horizontal line.

Robert A. Gonzales, PE  
President

Attachments

ATTACHMENT B



**SCHEDULE OF FEES  
SAN JACINTO PLAZA REDESIGN PROJECT**

SWA FOR THE CITY OF EL PASO ENGINEERING DEPARTMENT  
QUANTUM ENGINEERING CONSULTANTS, INC.

PREPARED: APRIL 9, 2012  
REVISED: MAY 22, 2012

RATE SCHEDULE:

Principal	Proj. Mgr.	Sr. Project Eng.	Jr. Project Eng.	Sr. CADD	CADD	Sec./Clerk
\$150.00	\$110.00	\$90.00	\$80.00	\$78.50	\$68.50	\$52.00

**PHASE I - INVESTIGATION PHASE**

ITEM DESCRIPTION	ESTIMATED MANHOURS BY CLASSIFICATION							TOTAL
	Principal	Proj. Mgr.	Sr. Project Eng.	Jr. Project Eng.	Sr. CADD	CADD	Sec./Clerk	
A. Data Collection - ROW, utilities, as-builts, drainage information, etc.		2.0		3.0				5.0
B. Coordination & Meetings - City, utilities, Street Dept., Parks, EPWU, Team, Etc.		2.0						2.0
C. Review and Analyze existing data		2.0		2.0				4.0
D. Project Site Visits, Reports and Photographs		2.0		3.0				5.0
<b>SUB-TOTAL HOURS</b>	0.0	8.0	0.0	8.0	0.0	0.0	0.0	16.0
<b>RATE/HOUR</b>	\$150.00	\$110.00	\$90.00	\$80.00	\$78.50	\$68.50	\$52.00	
<b>COST</b>	\$0.00	\$880.00	\$0.00	\$640.00	\$0.00	\$0.00	\$0.00	\$1,520.00
<b>% MH BY CLASSIFICATION</b>	0.00%	50.00%	0.00%	50.00%	0.00%	0.00%	0.00%	100.00%

SUBTOTAL INVESTIGATION PHASE

\$1,520.00

DIRECT COSTS - PHASE I	Unit	Quantity	Unit Cost	Cost
<b>OTHER COSTS:</b>				
Auto Mileage @ \$0.555 / mile	MILE	58	\$0.575	\$32.20
Plotting	SHEET	12	\$1.20	\$14.40
Photo Copies	SHEET	65	\$0.15	\$9.75
Reproduction	SHEET	12	\$2.75	\$33.00
<b>SUBTOTAL OTHER COSTS</b>				\$89.35
<b>TOTAL DIRECT COSTS</b>				\$89.35

**TOTAL PHASE I**

\$1,609.35

**PHASE II - PRELIMINARY DESIGN PHASE**

ITEM DESCRIPTION	ESTIMATED MANHOURS BY CLASSIFICATION							TOTAL
	Principal	Proj. Mgr.	Sr. Project Eng.	Jr. Project Eng.	Sr. CADD	CADD	Sec./Clerk	
A. Existing Conditions and Site Utility Map		2.0	1.0	3.0		2.0		8.0
B. Watershed Delineation, Drainage Calculations and Drainage Infrastructure Sizing		3.0	2.0	4.0	4.0	3.0		16.0
C. Drainage Area Map		3.0		4.0		6.0		13.0
D. Selective Site Demolition Plans	2.0	6.0	4.0	8.0	4.0	16.0		40.0
E. Site Grading and Streetscape Plans	2.0	8.0	6.0	8.0	4.0	24.0		52.0
F. Traffic and Pedestrian Control Plan	0.5	4.0	6.0	4.0		12.0		26.5
G. Construction sequencing Plan	0.5	4.0	6.0	4.0		12.0		26.5
H. Typical Sections		2.0	2.0	4.0		6.0		14.0
I. General Notes, Standard Details, Drainage Details		4.0	2.0	6.0		14.0		26.0
J. Stormwater Pollution Prevention Plan and Associated SW3P Specifications		2.0	4.0	2.0		6.0		14.0
K. Preliminary Technical Specifications	2.0	2.0					2.0	6.0
L. Preliminary Cost Estimate and Construction Schedule	0.5	1.0		2.0		6.0	2.0	11.5
M. Project Review Meetings and Coordination	2.0	2.0	2.0					6.0
N. Exhibits for Community Meetings and Presentation Purposes	0.5	2.0	1.0	2.0		3.0		8.5
<b>SUB-TOTAL HOURS</b>	10.0	45.0	36.0	51.0	12.0	110.0	4.0	268.0
<b>RATE/HOUR</b>	\$150.00	\$110.00	\$90.00	\$80.00	\$78.50	\$68.50	\$52.00	
<b>COST</b>	\$1,500.00	\$4,950.00	\$3,240.00	\$4,080.00	\$942.00	\$7,535.00	\$208.00	\$22,455.00
<b>% MH BY CLASSIFICATION</b>	3.73%	16.79%	13.43%	19.03%	4.48%	41.04%	1.49%	100.00%

SUBTOTAL PHASE II

\$22,455.00

DIRECT COSTS - PHASE II	Unit	Quantity	Unit Cost	Cost
<b>OTHER COSTS:</b>				
Auto Mileage @ \$0.555 / mile	MILE	68	\$0.575	\$39.10
Plotting	SHEET	38	\$1.20	\$45.60
Reproduction	SHEET	42	\$2.75	\$115.50
Photo copies	SHEET	258	\$0.15	\$38.70
<b>SUBTOTAL OTHER COSTS</b>				\$238.60
<b>TOTAL DIRECT COSTS</b>				\$238.60

**TOTAL PHASE II**

\$22,693.60

**ATTACHMENT B**

**PHASE III - FINAL DESIGN PHASE**

ITEM DESCRIPTION	ESTIMATED MANHOURS BY CLASSIFICATION							TOTAL
	Principal	Proj. Mgr.	Sr. Project Eng.	Jr. Project Eng.	Sr. CADD	CADD	Sec./Clerk	
A. Existing Conditions and Site Utility Map		1.0		2.0		2.0		5.0
B. watershed Delineation, Drainage Calculations and Drainage Infrastructure Sizing	0.5	1.0	1.0			2.0		4.5
C. Drainage Area Map		1.0	1.0	2.0		4.0		8.0
D. Selective Site Demolition Plans	1.0	4.0	2.0	4.0	2.0	12.0		25.0
E. Site Grading and Streetscape Plans	1.0	6.0	4.0	4.0	2.0	14.0		31.0
F. Traffic and Pedestrian Control Plan		2.0	4.0	2.0		6.0		14.0
G. Construction sequencing Plan		2.0	4.0	2.0		4.0		12.0
H. Typical Sections		1.0	1.0			4.0		6.0
I. General Notes, Standard Details, Drainage Details		1.0	1.0	3.0		16.0		21.0
J. Stormwater Pollution Prevention Plan and Associated SW3P Specifications		1.0	2.0			4.0		7.0
K. Final Technical Specifications	2.0	2.0		3.0			2.0	6.0
L. Final Cost Estimate and Construction Schedule	0.5	1.0				4.0	2.0	10.5
M. Project Review Meetings and Coordination	2.0	1.0	4.0					7.0
N. Exhibits for Community Meetings and Presentation Purposes	0.5	1.0	2.0			2.0		5.5
<b>SUB-TOTAL HOURS</b>	<b>7.5</b>	<b>25.0</b>	<b>26.0</b>	<b>22.0</b>	<b>4.0</b>	<b>74.0</b>	<b>4.0</b>	<b>162.5</b>
<b>RATE/HOUR</b>	<b>\$150.00</b>	<b>\$110.00</b>	<b>\$90.00</b>	<b>\$80.00</b>	<b>\$78.50</b>	<b>\$68.50</b>	<b>\$52.00</b>	
<b>COST</b>	<b>\$1,125.00</b>	<b>\$2,750.00</b>	<b>\$2,340.00</b>	<b>\$1,760.00</b>	<b>\$314.00</b>	<b>\$5,069.00</b>	<b>\$208.00</b>	<b>\$13,566.00</b>
<b>% MH BY CLASSIFICATION</b>	<b>4.62%</b>	<b>15.38%</b>	<b>16.00%</b>	<b>13.54%</b>	<b>2.46%</b>	<b>45.54%</b>	<b>2.46%</b>	<b>100.00%</b>

**SUBTOTAL PHASE III \$13,566.00**

DIRECT COSTS - PHASE III	Unit	Quantity	Unit Cost	Cost
OTHER COSTS:				
Auto Mileage @ \$0.555 / mile	MILE	87	\$0.575	\$50.03
Plotting	SHEET	45	\$1.20	\$54.00
Reproduction	SHEET	50	\$2.75	\$137.50
Photo copies	SHEET	311	\$0.15	\$46.65
<b>SUBTOTAL OTHER COSTS</b>				<b>\$288.18</b>
<b>TOTAL DIRECT COSTS</b>				<b>\$288.18</b>

**TOTAL PHASE III**

**\$13,854.18**

**PHASE IV - SITE CIVIL BIDDING AND CONSTRUCTION (TIME & MATERIALS BASIS)**

ITEM DESCRIPTION	ESTIMATED MANHOURS BY CLASSIFICATION							TOTAL
	Principal	Proj. Mgr.	Sr. Project Eng.	Jr. Project Eng.	Sr. CADD	CADD	Sec./Clerk	
A. Bidding Activities (Bidder's Questions, Addenda, Recommendations)		2.0	2.0	4.0				8.0
B. Pre-Bid and Pre-Construction Conferences	2.0	2.0						4.0
C. Shop Drawing & Submittal Review		2.0	2.0	4.0			2.0	10.0
D. Periodic Field Observation Visits and Reports (See Note Below)	2.0	6.0	6.0	42.0			6.0	62.0
E. Prelinal Inspection and Punchlist		4.0	4.0				2.0	10.0
F. Final Inspection/ Certificate of Substantial Completion		2.0	2.0				2.0	6.0
G. Coordination with City of El Paso, Utility Co's, EPWU, Parks, Etc.	1.0	4.0	2.0					7.0
H. "Record Drawings"		2.0		3.0		14.0	2.0	21.0
<b>SUB-TOTAL HOURS</b>	<b>5.0</b>	<b>24.0</b>	<b>18.0</b>	<b>53.0</b>	<b>0.0</b>	<b>14.0</b>	<b>14.0</b>	<b>128.0</b>
<b>RATE/HOUR</b>	<b>\$150.00</b>	<b>\$110.00</b>	<b>\$90.00</b>	<b>\$80.00</b>	<b>\$78.50</b>	<b>\$68.50</b>	<b>\$52.00</b>	
<b>COST</b>	<b>\$750.00</b>	<b>\$2,640.00</b>	<b>\$1,620.00</b>	<b>\$4,240.00</b>	<b>\$0.00</b>	<b>\$959.00</b>	<b>\$728.00</b>	<b>\$10,937.00</b>
<b>% MH BY CLASSIFICATION</b>	<b>3.91%</b>	<b>18.75%</b>	<b>14.06%</b>	<b>41.41%</b>	<b>0.00%</b>	<b>10.94%</b>	<b>10.94%</b>	<b>100.00%</b>

**SUBTOTAL PHASE IV \$10,937.00**

DIRECT COSTS	Unit	Quantity	Unit Cost	Cost
OTHER COSTS:				
Auto Mileage @ \$0.555 / mile	MILE	210.00	\$0.575	\$120.75
<b>SUBTOTAL OTHER COSTS</b>				<b>\$120.75</b>
<b>TOTAL DIRECT COSTS</b>				<b>\$120.75</b>

**TOTAL PHASE IV**

**\$11,057.75**

**TOTAL CONTRACT**

**\$49,214.88**

NOTE: Hours under this Item were based on (1) one trip per week for duration of project.



## ***HOURLY RATE SCHEDULE***

### **SALARY COSTS**

<u>Classification</u>	<u>Hourly Rate</u>
Expert Witness	\$200.00
Principal Engineer	\$150.00
Project Manager/Engineer	\$110.00
Senior Engineer	\$90.00
Junior Engineer	\$80.00
Senior CADD/Design Technician	\$78.50
Junior CADD/Design Technician	\$68.50
Clerical	\$52.00
Runner	\$26.00
Senior Resident Project Representative	\$90.00
Junior Resident Project Representative	\$80.00

### **DIRECT COSTS**

<u>Description</u>	<u>Invoiced Amount</u>
Subconsultants	(cost) x 1.15
Reproduction/Copying	(cost) x 1.15
Miscellaneous (e.g., FedEx, Long Distance Telephone, etc.)	(cost) x 1.15
Mileage	\$0.575/mile



May 17, 2012

Ms. Natalie Sandoval  
SWA Group  
811 W. 7th Street, Suite 430  
Los Angeles, CA 90017

Re: San Jacinto Plaza Redesign

**REVISED**

Dear Ms. Sandoval;

We are pleased to quote the Mechanical and Electrical design fees for the above subject project. Our fee is based on:

- I. One set of original HVAC, Plumbing, and Electrical drawings; with specifications. The general scope of work will be as follows:
  - A. Coordination with City Engineering for related work regarding their design of any traffic signals and/or street light work.
  - B. For the water features (fountains), we will be coordinating with and reviewing the design drawings prepared by another consultant, check for code compliance, and seal these drawings.
  - C. We will provide the necessary utilities (water, sewer, power, etc) for the water features mentioned above.
  - D. All lighting design and photometrics will be performed by your lighting consultant. We will design the power distribution for the lighting.
  - E. Provide power and other necessary electrical components for the stage.
  - F. Perform the MEP design of the finished out Café Building.
  - G. Provide power and other necessary electrical components for the large canopy.
  - H. All necessary design for the connections to the public utility services.
  - I. Coordination with the utility companies.
  - J. Power for Christmas lights and other major events.
  - K. We will provide power and conduit rough-ins for audio components. The specification of the audio equipment and wiring will be done by others.
2. "Nuts and bolts", detailed construction cost estimate is not included. Empirical, square foot, cost estimate will be provided if requested.
3. Fire alarm design is not included.
4. Locating existing utilities and showing on our drawings is excluded.

San Jacinto Plaza Redesign - REVISED

May 17, 2012

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5. All site utilities are presumed to be adequate for building requirements without need for supplemental or booster systems.
6. Reproduction expenses included in the fee are for design coordination only. Reproduction for reviews, pricing, permitting, or other purposes will be considered reimbursable expenses.
7. All expenses for required travel away from the El Paso area will be considered reimbursable expenses.
8. All reimbursable expenses will be billed at 1.1 times actual cost.
9. Miscellaneous expenses such as long distance telephone and photo copying are included in the base fee. Courier and express mail charges are considered reimbursable expenses.
10. Transmission of electronic media (drawings and specifications) other than for coordination during the design process shall be considered additional services, and will be allowed at our discretion on a limited basis, and doesn't violate Section 137.337L of the Texas Engineering Practice and Rules.
11. This proposal will not be valid after 60 days of the date of this proposal.
12. Unless specifically acknowledged herein, Robinet & Ramos Consulting Engineers, Inc., understands that payment for all services rendered is not contingent upon any financial (e.g. loan closing), legal (e.g. obtaining easements or zoning) or any other qualifications besides the providing of our professional services.
13. Asbestos survey/abatement is not included.
14. Our fee does not include work required for this project to achieve LEED certification. If this is desired, then a separate, additional fee will be negotiated at that time.

Our fee for the design is broken down as follows:

- A. Design Development drawings: \$4,500.00
- B. Construction Documents: \$5,500.00
- C. Construction Administration Services will be billed at the hourly rates listed in Appendix I attached to this proposal. These services are as follows:
  - i. Record drawings using the contractor red-lined field drawings.
  - ii. Shop drawing review.
  - iii. Answering questions during bidding.
  - iv. Answering RFI's during construction.
  - v. Construction observation.Our construction administration services costs are estimated to be \$3,750.
- D. Our Reimbursable expenses are estimated to be \$1,500.00

Any major changes to the design, or engineering required, after the design has been completed will be billed at a rate that is listed on Appendix 1.

All or any amount of our fee is not predicated on the project being built or completed. Once the drawings have been completed by us, our fee is 100% payable upon delivery of drawings.

San Jacinto Plaza Redesign - REVISED

May 17, 2012

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If the terms and conditions of this proposal are acceptable, then please sign this proposal and return a copy to this office as soon as possible.

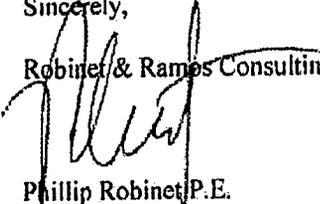
If there is a problem with any part of the proposal, please call and discuss it with us.

Should you wish to initiate a contract for our signature on this project, please present the contract for our review prior to anticipated start date of the project.

Please be advised that we cannot commence work on this project until we receive a signed proposal back from you.

Thank you for the opportunity to be of service.

Sincerely,

  
Robinet & Ramos Consulting Engineers, Inc.

Phillip Robinet, P.E.  
President

TBPE Firm Registration No. F2191

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Ms. Natalie Sandoval

San Jacinto Plaza Redesign - REVISED  
May 17, 2012  
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**APPENDIX 1**

Hourly Rates for Robinet & Ramos Consulting Engineers, Inc.

Principal -	\$150.00
PE -	\$150.00
Design Engineer -	\$100.00
EIT, CADD Operator -	\$75.00
Administrative -	\$50.00



**ATTACHMENT II**

**GENERAL SOILS INVESTIGATION ESTIMATED FEE (REVISED 5-23-12)**

City of El Paso – San Jacinto Plaza Redesign Project

Client: SWA Group

CQC Proposal No. PGCQC12-038

I. Project Setup, Utility Locates, Obtaining City/State Permits and Administrative Coordination					
Item No.	Professional Labor Description	Qty	Unit	2012 Base Labor Rate	Extension
1	Principal Engineer	2	hr.	\$ 98.50	\$ 197.00
2	Project Engineer	12	hr.	\$ 65.00	\$ 780.00
3	Secretary	3	hr.	\$ 30.00	\$ 90.00
Section No. I -				<b>Subtotal</b>	<b>\$ 1,067.00</b>
II. Field Services					
	Direct Cost (Field Work) Description	Qty	Unit	2012 Base Labor Rate	Extension
1	Soil Boring - w/Split Spoon and/or Shelby Tube Sampling, 1 Boring to 8 ft. Max., per hour	2	hr.	\$ 175.00	\$ 350.00
2	Drill Crew Mobilization, within city limits	1	trip	\$ 250.00	\$ 250.00
3	GPR Scanning and Data Processing	10	hr.	\$ 150.00	\$ 1,500.00
4	Concrete Coring (Borings and DCP Tests)	5	ea.	\$ 95.00	\$ 475.00
5	Traffic Control	1	ea.	\$ 500.00	\$ 500.00
6	Field Activities Support Vehicle	5	day	\$ 40.00	\$ 200.00
7	Core Hole Patching	5	ea.	\$ 25.00	\$ 125.00
8	DCP Testing, 1 DCP Test to 10 ft. Max.	8	ls	\$ 50.00	\$ 400.00
Section No. II -				<b>Subtotal</b>	<b>\$ 3,800.00</b>
III. Laboratory Testing Services					
	Laboratory Test Description	Qty	Unit	2012 Base Labor Rate	Extension
1	Moisture Contents (Boring and DCP Test Soil Samples)	35	ea.	\$ 8.00	\$ 280.00
2	Atterberg Limits (Boring and DCP Test Soil Samples)	18	ea.	\$ 45.00	\$ 810.00
3	Sieve Analysis (Boring and DCP Test Soil Samples)	27	ea.	\$ 40.00	\$ 1,080.00
4	Soil pH and Resistivity	5	ea.	\$ 90.00	\$ 450.00
5	Soil Routine Chemical Analysis	5	ea.	\$ 180.00	\$ 900.00
Section No. III -				<b>Subtotal</b>	<b>\$ 3,520.00</b>
IV. Technical and Professional Services and Report Preparation					
	Labor Description	Qty	Unit	2012 Base Labor Rate	Extension
1	Field Technician II (Soil Logging)	5	hr.	\$ 40.00	\$ 200.00
2	Field Techs (2 man crew - Hand Auger Soil Borings)	17	hr.	\$ 80.00	\$ 1,360.00
3	Principal Engineer	3	hr.	\$ 98.50	\$ 295.50
4	Project Engineer	45	hr.	\$ 65.00	\$ 2,925.00
5	Eng Tech (CADD1)	1.5	hr.	\$ 40.00	\$ 60.00
6	Secretary	5	hr.	\$ 30.00	\$ 150.00
7	Report Printing and Reproduction Costs	1	ls.	\$ 250.00	\$ 250.00
Section No. IV -				<b>Subtotal</b>	<b>\$ 5,240.50</b>
<b>Subtotal of Items I through IV</b>					<b>\$ 13,627.50</b>
<b>10 % Contingency</b>					<b>\$ 1,362.75</b>
<b>Estimated Total Fee</b>					<b>\$ 14,990.25</b>
<b>Overhead &amp; Profit Rates:</b>					
1	Overhead Rates:				
	a.) Fringe Benefit Rate of Overhead, %				25.00%
	b.) General Overhead Rate, %				120.00%
2	Total Overhead:				145.00%
	c.) Profit, %				10.00%
3	Labor Rate Multiplier:				2.70
CQC Testing and Engineering LLC					

# Roe Engineering, L.C.

Civil Engineering • Land Development • Planning • Surveying

May 22, 2012

SWA Group  
Attn: Natalie Sandoval  
811 W. 7<sup>th</sup> Street, Suite 430  
Los Angeles, CA 90017

Re: San Jacinto Plaza Redesign, El Paso, Texas

Dear Ms. Sandoval:

As per your request the firm of Roe Engineering, L.C. is pleased to submit the following proposal for the above referenced project. Professional services to be rendered are itemized below for your review.

## SCOPE OF SERVICES

Topographic/Improvement/Utility Survey for the Right of Ways being N. Mesa Street/Mills Avenue/Oregon Street and Main Street. Three week turnaround from notice to proceed.

Total amount due upon completion of work \$10780.00

Topographic/Improvement/Utility Survey for San Jacinto Plaza. Three week turnaround from notice to proceed.

Total amount due upon completion of work \$ 9100.00

Total anticipated time for both referenced tasks above is six weeks.

## EXPENSES OVER AND ABOVE SCOPE OF SERVICES

Any additional services required over and above the scope of services will be billed at the following rates.

Engineer/Surveyor/Owner	\$175.00/hr.	3 Man Survey Crew	\$130.00/hr.
Engineer Registered	\$125.00/hr..	GPS Crew	\$150.00/hr.
Project Manager	\$ 90.00/hr.	Clerical	\$ 30.00/hr.
Engineer E.I.T.	\$ 85.00/hr.		

Any drawings, whether in hard copy or machine readable format are owned by Roe Engineering, L.C. and an instrument of services in respect to the project for which it was prepared. These drawings are not intended or authorized for reuse by any other party on extensions of such project or any other project. Any reuse, including copying (excluding copying by SWA Group) and/or modifying the drawings, without written permission from Roe Engineering, L. C. for the purpose intended maybe a violation of law. Unauthorized use of this material may result in civil and or criminal penalties.

***ACCEPTANCE OF CONTRACT***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

If you should have any questions please feel free to call our office, we look forward to working with you on this project.

Sincerely,



\_\_\_\_\_  
Bradley Roe, P.E., R.P.L.S.

file: SWAGroup.pro

# CUMMING

May 18, 2012

Natalie Sandoval  
Business Development and Marketing Manager  
SWA Group  
811 W. 7<sup>th</sup> Street  
Suite 430  
Los Angeles, CA 90017  
Tel: 213-236-9090

**Proposal No: 6871-1**

Re: San Jacinto Plaza Redesign  
El Paso, Texas  
Proposal for Cost Management Services

Dear Natalie:

Thank you for contacting Cumming regarding the above project. As requested, we are submitting the following lump sum fee proposal for cost management services.

The project comprises the improvement of the existing San Jacinto Plaza with an approximate 95,400 square feet area. This area is bound by Main Street to the North, Mesa Street to the East, and by Mills Avenue and Oregon Street to the South and West, consecutively. This redesign effort will examine a more robust change that looks at the plaza in its new context as well as the inherent need for more vibrant programming and identity. The redesign must include elements such as seating, accommodation for small scale events, water features, shade trees, lighting, planting, shade canopies, restrooms. Existing elements that shall remain are the "star-shaped" paving, alligator sculpture (to be restored), and existing Christmas tree.

Our scope for this phase of the work includes the following:

- Prepare a Concept design cost model.
- Prepare opinions of probable construction cost at the end of the schematic design/concept refinement phase.
- Prepare opinions of probable construction cost at the end of the 30% and 90% construction documents phase.
- SOPC will typically comprise construction costs including hard costs, general conditions, bonds, insurances, fees, design contingencies and escalation. All soft costs including FF&E are excluded however these can be calculated as part of an add service if required.
- Participate at a maximum of one consultant/client meeting per design phase. (In Los Angeles)
- Update draft SOPC a maximum of 3 times to capture consultant/owner comments. Design, scope items or value engineering will be considered an add service.

**660 S. FIGUEROA STREET, SUITE 900 • LOS ANGELES • CALIFORNIA • 90017  
PHONE: 213-408-4518 • FAX: 213-408-4665**

# CUMMING

Our fixed fee for the base scope of services is \$11,880 and may be broken down as follows:

<u>Scope as per RFP/RFQ</u>	<u>Total</u>
Concept Design Cost Model	\$1,650
Schematic/Concept Refinement	\$1,980
30% Construction Document Statement of Probable Cost	\$2,970
90% Construction Document Statement of Probable Cost	\$5,280
<b>TOTAL FEE PROPOSAL</b>	<b><u>\$11,880</u></b>

Travel to El Paso for meetings is excluded both in hours and reimbursable costs.

We will require one (1) complete 'hard' copy set of full or half-sized drawings delivered to our office for SD cost estimates, and one (1) complete 'hard' copy set of full-sized and one (1) complete 'hard' copy set of half-sized drawings delivered to our office for the CD cost estimates. Specifications and other related documents may be delivered in "hard" copy or electronic format. Where possible in addition to the hard copies a disk containing pdf's of the drawings should also be included and access to the BIM model provided.

We will require a minimum 10 full working days (14 calendar days). This schedule is based on the time from receipt of all required documents (see above) and not from receipt of the NTP.

Please note that to proceed we will require either a formal written contract or at a minimum an interim email indicating authorization to proceed and you project number.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

We look forward to working with you on this project. Should you have any questions or comments with regard to the above, please do not hesitate to contact me.

Very truly yours,

**CUMMING**



**Philip Mathur**  
Managing Director

# CUMMING

## 2012 HOURLY RATES COST MANAGEMENT

<b>DISCIPLINE</b>	<b>HOURLY RATE</b>
Managing Principal	\$230.00
Senior Vice President/Regional Vice President	\$205.00
Director of Cost Management	\$185.00
Senior Cost Manager	\$165.00
Cost Manager	\$150.00
Cost Management Technician/Coordinator	\$110.00

## LAKE | FLATO

AIA NATIONAL FIRM AWARD 2004

May 22, 2012

Gerdo Aquino, ASLA  
 President/Principal  
 811 W. 7th Street, Suite 430  
 Los Angeles, CA 90017-3415

Re: San Jacinto Plaza Redesign

Dear Gerdo,

Lake|Flato is pleased to offer the following proposal for the design of the architectural elements within San Jacinto Plaza. We are looking forward to working with the City of El Paso and SWA on this important civic space and help breathe new life into the City's urban core.

The following proposal covers the Data Gathering, Concept Refinement, Design Development and Construction Documents. Bidding | Negotiation and Construction Administration are also included as an estimate below the proposed fee and will be performed on an as-needed basis and will be billed hourly for the time.

The proposed fees include architecture and structural engineering but exclude MEP Engineering which should be provided by SWA's consultants. Other additional consultants such as Civil Engineering, Lighting Design, Cost Estimating, Food Service Consultants, etc may be required but have been excluded from our scope and fees.

I have included two separate spreadsheets for:

Primary Shade Structure	+/- 2,500 sq ft
Café	+/- 600 sq ft

We understand that the proposed design and documentation schedule allows 19 weeks from Kick-Off to Construction Documents.

The proposed fees do not include reimbursable expenses associated with printing, travel, long distance phone calls etc. These costs will be billed with a 1.15 multiplier. Assuming four meetings or presentations in El Paso, we anticipate reimbursable expenses to be \$5,000.00

With the revised schedule in mind, Lake|Flato is pleased to offer the following fixed fees excluding reimbursable expenses for the as-described services:

Primary Shade Structure:	\$70,000
Café	\$45,000

ATTACHMENT B

Based on the proposed schedule and fees, we anticipate the following deliverables per phase:

Data Gathering:

Portfolio of Architectural, Cultural and Historical Precedents

Concept Refinement:

Plan (1/8" = 1'-0")  
2 rendered Vignettes  
Digital Model

Design Development:

Plan (1/8" = 1'-0")  
Elevations (1/8" = 1'-0")  
Section (1/8" = 1'-0")  
Critical Details (1 1/2" = 1'-0")  
2 rendered Vignettes  
Digital Model  
Structural Drawings as required  
Outline Specifications

50%, 95%, 100% Construction Documents

Plan (1/4" = 1'-0")  
Elevations (1/4" = 1'-0")  
Section (1/4" = 1'-0")  
Enlarged Sections (3/4" = 1'-0")  
Critical Details (1 1/2" = 1'-0")  
Structural Drawings as required  
Specifications

Should you have any questions about this proposal, our services or process, please do not hesitate to give me a call.

Best regards,

A handwritten signature in black ink, appearing to read "Andrew C. Herdeg". The signature is stylized and cursive, written over a white background.

Andrew C. Herdeg, AIA  
Partner

ATTACHMENT B

Lake | Flato Architects: Architecture  
 SAN JACINTO PLAZA REDESIGN: Shade Canopy  
 Fee Matrix

PRELIMINARY DESIGN PHASE				
1	DATA GATHERING/ORGANIZATION (2 WEEK)			
	Person	hourly rate	total hours	total
	Andrew Herdeg, Partner	\$ 240.00	8	\$ 1,920.00
	Ted Flato, Principal	\$ 390.00	2	\$ 780.00
	Kim Monroe, Partner	\$ 240.00	0	\$ -
	Ashley Heeren, Project Designer	\$ 100.00	16	\$ 1,600.00
	Ciro Dimson, Draftsperson	\$ 65.00	8	\$ 520.00
	Larry Rickels, Structural Engineer (PIC)	\$ 175.00	0	\$ -
	Structural Engineer (Senior Technician)	\$ 128.00	4	\$ 512.00
	<b>Sub-Total</b>		<b>38</b>	<b>\$ 5,000.00</b>
2	CONCEPT REFINEMENT (3 WEEKS)			
	Person	hourly rate	total hours	total
	Andrew Herdeg, Partner	\$ 240.00	18	\$ 4,320.00
	Ted Flato, Principal	\$ 390.00	4	\$ 1,560.00
	Kim Monroe, Partner	\$ 240.00	0	\$ -
	Ashley Heeren, Project Designer	\$ 100.00	72	\$ 7,200.00
	Ciro Dimson, Draftsperson	\$ 65.00	24	\$ 1,560.00
	Larry Rickels, Structural Engineer (PIC)	\$ 175.00	4	\$ 700.00
	Structural Engineer (Senior Technician)	\$ 128.00	4	\$ 512.00
	<b>Sub-Total</b>		<b>126</b>	<b>\$ 16,000.00</b>
3	DESIGN DEVELOPMENT - 30% (7 WEEKS)			
	Person	hourly rate	total hours	total
	Andrew Herdeg, Partner	\$ 240.00	40	\$ 9,600.00
	Ted Flato, Principal	\$ 390.00	7	\$ 2,730.00
	Kim Monroe, Partner	\$ 240.00	24	\$ 5,760.00
	Ashley Heeren, Project Designer	\$ 100.00	10	\$ 1,000.00
	Ciro Dimson, Draftsperson	\$ 65.00	80	\$ 5,200.00
	Larry Rickels, Structural Engineer (PIC)	\$ 175.00	2	\$ 350.00
	Structural Engineer (Senior Technician)	\$ 128.00	4	\$ 512.00
	<b>Sub-Total</b>		<b>167</b>	<b>\$ 25,000.00</b>

FINAL DESIGN PHASE				
4	WORKING DRAWINGS AND SPECIFICATIONS - 50%, 95%, 100% (7 WEEKS)			
	Person	hourly rate	total hours	total
	Andrew Herdeg, Partner	\$ 240.00	28	\$ 6,720.00
	Ted Flato, Principal	\$ 390.00	0	\$ -
	Kim Monroe, Partner	\$ 240.00	40	\$ 9,600.00
	Ashley Heeren, Project Designer	\$ 100.00	10	\$ 1,000.00
	Ciro Dimson, Draftsperson	\$ 65.00	80	\$ 5,200.00
	Larry Rickels, Structural Engineer (PIC)	\$ 175.00	1	\$ 175.00
	Structural Engineer (Senior Technician)	\$ 128.00	8	\$ 1,024.00
	<b>Sub-Total</b>		<b>167</b>	<b>\$ 24,000.00</b>
	<b>OVERALL TOTAL</b>		<b>498</b>	<b>\$ 70,000.00</b>

Construction Observation - Time and Materials/Hourly				
5	Bidding/Construction Observation (schedule to be determined)			
	Person	hourly rate	total hours	total
	Andrew Herdeg, Partner	\$ 240.00	50	\$ 12,000.00
	Ted Flato, Principal	\$ 390.00	0	\$ -
	Kim Monroe, Partner	\$ 240.00	16	\$ 3,840.00
	Ashley Heeren, Project Designer	\$ 100.00	0	\$ -
	Ciro Dimson, Draftsperson	\$ 65.00	32	\$ 2,080.00
	Larry Rickels, Structural Engineer (PIC)	\$ 175.00	8	\$ 1,400.00
	Structural Engineer (Senior Technician)	\$ 128.00	0	\$ -
	<b>Sub-Total</b>		<b>106</b>	<b>\$ 19,000.00</b>
	<b>OVERALL TOTAL</b>		<b>604</b>	<b>\$ 89,000.00</b>



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**WATER FEATURE CONSULTING/DESIGN AGREEMENT**

**Date:** *May 29, 2012*

**Project:** San Jacinto Plaza Water Features

**Client:** Natalie Sandoval  
SWA Group  
811 W. 7th Street, Suite 430  
Los Angeles, CA 90017

**Designer:** Greenscape Pump Services Inc. (GPSI)

**Scope:** Provide MEP design services for the water features, including construction documents. No civil or structural design is included, but GPSI will coordinate with other professional services including civil, structural, and electrical.

**Water Feature Description:** There are two features on this project. The first is a circular fountain in the center of the plaza that will act as a reflecting pool to highlight the sculpture in center. This is a more traditional fountain with a standard basin seat edge. Accent vertical water effects may be added.

The second fountain is a linear pavement level fountain that will have both display and interactive effects. This feature will have a thin layer of water that flows from the center to a perimeter edge trough that is connected to a reservoir. This feature is interactive and will be designed to meet current Texas IWF codes.

**Initial Design Considerations:** El Paso is dusty. Special attention needs to be paid to how the fountain systems can be easily cleaned. El Paso is also HOT. Equipment space ventilation is important for service personnel and electrical equipment. This means ventilation ducts up to the surface that are typically visible to the guests.

The interactive fountain deck should be designed so it can be completely drained back to the reservoir as part of the show. This will allow a variety of interesting effects to be used, as well as reducing the evaporation in OFF times.

## WATER FEATURE DESIGN SERVICES

I. GPSI shall collaborate with the CLIENT for the PROJECT and shall be bound to perform the services undertaken for the CLIENT. GPSI shall not have any design duties or responsibilities for any other part of the PROJECT.

II. GPSI shall perform work in character, sequence and timing so that it will coordinate with that of the CLIENT, in accordance with a schedule to be provided by the CLIENT and accepted by GPSI.

III. GPSI's is offering the services listed below in phases. Upon receipt of signed agreement and required information from CLIENT the estimated time requirement for the design is:

Phase	Service	Duration
A	Consulting	15 business days
B	Design Development	35 business days (After approval of Phase A)
C	Construction Documents	35 business days (After approval of Phase B)

For scheduling purposes, GPSI recommends adding at least a week between phases for review by CLIENT.

### A. CONSULTATION PHASE

1. **CONCEPTUAL DESIGN REVIEW:** GPSI shall review conceptual design of the Water Feature.
2. **CONCEPT ANALYSIS:** GPSI shall analyze the function of the water feature requirements to determine feasibility of design and make recommendations to ensure that the system will achieve the aesthetics described by the CLIENT, as stated during conceptual design review.
3. **FUNCTION ANALYSIS:** GPSI shall analyze the water feature requirements to determine appropriate type of MEP system.
4. **DELIVERABLE:** GPSI will create a budgetary cost estimate. This is primarily MEP equipment and its installation, but will advise the Client on areas within our expertise.

### B. DESIGN DEVELOPMENT PHASE

1. **PHASE SCOPE OF WORK:** Based on the system type determined in the Consulting Phase, calculations will be made to select major components and basic system layouts. GPSI shall provide general consultation to ensure compatibility of system layout design with CLIENT'S architecture. GPSI shall provide calculations that determine utility requirements of the water feature equipment.
2. **DELIVERABLES:**
  - a. **MECHANICAL DOCUMENTATION:** GPSI will create a P&ID and layout documents as necessary to validate the design intent and detailing the MEP requirements for the water feature. These will be placed on drawings with title blocks and labeled for clarity of construction and their relationship with the water feature basin.

- b. **ELECTRICAL DOCUMENTATION:** The drawings will indicate electrical requirements for motors, lighting, and control systems.
- c. **MATERIAL DETAILS:** GPSI shall prepare equipment component details of the primary components utilizing .PDF formatted vendor pages and custom drawing design.
3. **DESIGN DEVELOPMENT REVIEW MEETING:** GPSI shall review the design with the CLIENT. Design drawings must be approved in writing by CLIENT prior to development of construction documents. This meeting can be face-to-face for an additional cost.

### C. CONSTRUCTION DOCUMENTS

1. **PHASE SCOPE OF WORK:** This phase completes the detail documentation required to construct the water feature MEP system. Changes from the Design Development Phase will be incorporated in the documentation.
2. **DELIVERABLES:**
  - a. **MECHANICAL DOCUMENTATION:** GPSI shall finalize P&ID and layout documents as necessary to completely detail the design for construction.
  - b. **EQUIPMENT LAYOUT/DETAILS:** The mechanical equipment is verified and labeled on drawings in plan view and associated detail views are created as required for clarity of construction. Diagrammatic layouts of the piping runs are created to guide the installing contractor
  - c. **ELECTRICAL DOCUMENTATION:** At a minimum, a one-line diagram will be created to guide the electrical contractor. The complexity of some water features requires a more elaborate set of electrical documentation to control the quality and functionality of the feature. The level of required documentation has been planned into the pricing of this proposal.
  - d. **MATERIAL LIST:** GPSI shall prepare equipment list of the primary components indicating manufacturer, part numbers, performance, and relevant materials/specifications. Common use components (fittings; piping; etc.) will be specified as to standard type, but quantity and brand will be left up to the installing contractor unless the design has a specific requirement.
  - e. **INSTALLATION INSTRUCTIONS:** A document will be created with instructions to contractors for the proper installation of the water feature. This is typically part of the drawing set, but can be made into a stand-alone document.
  - f. **WATER FEATURE NARRATIVE:** A narrative will be generated that describes the design intent and operation of the feature. It is not intended as a maintenance manual, but should be used to introduce any manual created for the water feature.
3. **CONSTRUCTION DOCUMENTS REVIEW MEETING:** GPSI shall review the completed Construction Documents and Opinion of Probable Construction Cost with the CLIENT prior to release of final construction documents. This meeting can be face-to-face for an additional cost.
4. **ESTIMATED SHEET SCHEDULE:**
  - General Fountain Installation Information

- Water Feature P&ID
- Fountain Layout Plans with diagrammatic pipe runs and feature mounted equipment layouts.
- Fountain Electrical Plan
- Fountain Equipment Details

**D. CONSTRUCTION ADMINISTRATION**

**1. PHASE SCOPE OF WORK:**

- a. Respond to Request of Information (RFI's)
- b. Review and advise on submittals; shop drawings, product information, samples, etc.
- c. Site visits to inspect progress on construction
- d. Develop punch list of corrective work prior to Owner's acceptance of installation and operation.

**IV. FEE**

The following is a list of fees representing the project scope. Travel costs are not represented, but are considered a reimbursable cost and will be invoiced at a 0% markup. The design process will be scheduled upon receipt signed consulting/design agreement.

Description	Fee
Phase A - Consultation	\$4,200
Phase B - Design Development	\$12,000
Phase C – Construction Documents	\$19,500
Phase D – Construction Administration (Review and (6) 1 day site visits	\$17,600
Additional Day Trip to El Paso TX	\$1,600
PE Review and Stamp of Construction Drawings	\$3,000
Reimbursables estimate (administrative)	\$250

1. The rates and multipliers will be subject to re-negotiation if the services covered by Phase A, B, C, and D of this Agreement, have not been completed within twelve (12) months after execution of this Agreement.
2. If the PROJECT is suspended for more than three (3) months or abandoned in whole or part, GPSI shall be paid compensation for services performed prior to receipt of written notice from the CLIENT of such suspension or abandonment, together with Reimbursable Expenses.

**IV. ADDITIONAL SERVICES:** GPSI shall obtain CLIENT'S written authorization prior to the commencement of Additional Services. The following defines the services considered as Additional Services to the PROJECT.

1. Consultation Phase services beyond initial eight hours.
2. Providing design services relative to future facilities, systems, and equipment that are not intended to be constructed as part of the PROJECT.
3. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approval or instructions previously given to GPSI by the Client and/or are due to causes beyond the control of GPSI.
4. Preparing documents for alternate bids or out-of-sequence services requested by the CLIENT.
5. Preparing supporting data and other services in connection with Change Orders if the change represents an extension of the Basic Services and Compensation as stipulated in the Water Feature Design Agreement.
6. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.
7. Constructing prototypes or mockups in accordance with previously accepted recommendations.
8. Additional coordination meetings with other architects, consultants, contractors, etc. beyond what is stipulated in the Water Feature Design Agreement.
9. Rush charges due to CLIENT failing to give sufficient notice or information required to complete design.
10. Review of submittals and final installation drawings provided by Water feature Contractor.
11. Providing any other services not otherwise included in this Agreement.
12. Professional Engineer review & Seal on CD Drawings.

**V. CLIENT RESPONSIBILITIES**

1. The CLIENT shall provide all available information regarding the requirements for the PROJECT in a timely fashion as not to delay the design process.
2. The CLIENT shall furnish to GPSI electronic AutoCAD layouts showing the location of existing utility connections and electronic AutoCAD Architectural drawings affecting the water feature design.
3. The CLIENT shall provide services; information, surveys, and Geotechnical reports required by GPSI and shall be furnished at no expense to GPSI, who shall be entitled to rely upon the accuracy and completeness thereof.
4. If the CLIENT becomes aware of any fault or defect with respect to the PROJECT or non-conformance with the Contract Documents, the CLIENT shall give prompt written notice thereof to GPSI.
5. The CLIENT shall furnish structural engineering services.
6. The CLIENT shall submit GPSI design documents to other architects, engineers, and consultants for purposes of coordinating the various required disciplines. GPSI shall be notified of any changes required before proceeding with subsequent phases.

**VI. REIMBURSABLE EXPENSES**

1. Reimbursable Expenses include reproductions, postage, shipping costs, handling of Drawings, Specifications, and other documents. However, Reimbursable Expenses shall not include the costs for reproducing progress prints made for GPSI's own in-house use.
2. Travel expenses

**VIII. COMPENSATION AND PAYMENT PROVISIONS**

1. The fee for GPSI's services shall be billed on a monthly basis computed as the weighted percent complete of all GPSI drawings and specifications for the PROJECT.
2. The CLIENT agrees to issue payment within 30 days from invoice date. If the CLIENT fails to pay GPSI for services and expenses within 45 days after receipt of GPSI's invoice, GPSI may, after giving seven days written notice to the CLIENT, suspend services until invoices have been paid in full.
3. These payment provisions supersede all others in this document.
4. No unassigned work shall be performed without prior written authorization from the CLIENT.

**IX. OWNERSHIP OF DOCUMENTS**

- 1. Drawings and Documents prepared by GPSI (after final payments) shall remain the property of the CLIENT whether the PROJECT for which they are made is executed or not.

**X. TERMINATION OF AGREEMENT**

- 1. Either party may terminate this agreement upon 10 days written notice to the other, with or without cause. CLIENT shall promptly compensate GPSI for all services rendered prior to the effective date of such termination.

**XI. EXTENT OF AGREEMENT**

- 1. This agreement represents the entire and integrated Agreement between the CLIENT and GPSI and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, signed by both CLIENT and GPSI.

**XII. GOVERNING LAW**

- 1. This Agreement shall be governed by the laws of the State of Texas. Except that the arbitration provisions of this Agreement shall be governed exclusively by the Federal Arbitration Act.
- 2. If a dispute arises out of or relates to this Agreement, or breach thereof, and if such dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the construction mediation Rules of the American Arbitration Association, before resorting to Arbitration.

**This serves as notice to proceed on the Design according to the scope, terms and conditions noted herein:**

**For CLIENT**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
**Natalie Sandoval**  
**SWA Group**

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

**For GPSI**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
**Deb Chapman - CEO**  
**Greenscape Pump Services, Inc.**

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

ATTACHMENT B

Greenscapes, Water Features  
 SAN JACINTO PLAZA REDESIGN  
 Fee Matrix

**PRELIMINARY DESIGN PHASE**

1	DATA GATHERING/ORGANIZATION (2 WEEK)			
	Person	hourly rate	total hours	total
	Sub-Total		0	\$ -
2	CONCEPT REFINEMENT (3 WEEKS)			
	Person	hourly rate	total hours	total
	Michael Webb, Sr. Fountain Consultant	\$ 200.00	20	\$ 4,000.00
	Fountain Administrator	\$ 92.00	2	\$ 184.00
	Sub-Total		22	\$ 4,000.00
3	DESIGN DEVELOPMENT - 30% (7 WEEKS)			
	Person	hourly rate	total hours	total
	Michael Webb, Sr. Fountain Consultant	\$ 200.00	60	\$ 12,000.00
	Sub-Total		60	\$ 12,000.00

**FINAL DESIGN PHASE**

4	WORKING DRAWINGS AND SPECIFICATIONS - 50%, 95%, 100% (7 WEEKS)			
	Person	hourly rate	total hours	total
	Michael Webb, Sr. Fountain Consultant	\$ 200.00	60	\$ 12,000.00
	Fountain Designer	\$ 92.00	80	\$ 7,360.00
	Sub-Total		140	\$ 19,000.00
	<b>OVERALL TOTAL (NOT including CA)</b>		<b>222</b>	<b>\$ 35,000.00</b>

**Construction Observation - Time and Materials/Hourly**

5	Bidding/Construction Observation (schedule to be determined)			
	Person	hourly rate	total hours	total
	Michael Webb, Sr. Fountain Consultant	\$ 200.00	88	\$ 17,600.00
	Sub-Total		88	\$ 18,000.00
	<b>OVERALL TOTAL (including CA)</b>		<b>310</b>	<b>\$ 53,000.00</b>

horton lees brogden lighting design

23 May 2012

Mr. Gerdo Aquino, ASLA  
Managing Principal  
**SWA Group**  
811 West 7th Street, Suite 430  
Los Angeles, CA 90017  
213.236.9090 tel 213.236.9091 fax

Re: **San Jacinto Plaza Redesign**  
El Paso, TX

Dear Mr. Aquino,

We are pleased to submit this revised Proposal for limited consulting services for the above referenced project. The Proposal is based on the request for proposal and associated materials received on 9 November 2009 and 22 July 2010, as well as clarification received from Natalie Sandoval on 9 November 2009. Our fees are based on SWA's Conceptual Plan received on 22 July 2010. The revisions are based on the concept plan and RFP received electronically on 9 April 2012, and the clarifications received from Natalie Sandoval via electronic mail on 10 April 2012, 16 May 2012 and 21 May 2012.

#### Scope of Work

The Proposal covers lighting design for the following areas of San Jacinto Plaza with an approximate 95,400 sf area:

- Pedestrian Pathways & Steps
- Entry Plaza
- Sunner's Plaza
- Christmas Tree Plaza
- Historical Monument & Signage
- Gardens
- Shade Canopies
- Promenades
- Courtyards
- Site & Landscaping
- Water Elements (general lighting only)
- Stage (non-performance lighting)

Lighting for roadways at project boundary perimeters, lighting for water effects and features, the future Park Café buildout area, and theatrical/rigging is not included in the scope of work.

#### Scope of Services

The following services are included in the fee and are divided into Phases I, II and III:

**Phase I (Preliminary Design) will consist of the following:**

- 1.1 Design conferences in Los Angeles with the Owner, Architect and other Consultants (time for three (3) meetings with a Principal of the firm and/or the Senior Designer is included in the fee).
- 1.2 Review of existing conditions documentation and photographs as prepared by others

- 1.3 Conceptual design studies and analysis for visual tasks to be performed by the occupants and functional requirements for the lighting system.
- 1.4 Design Basis summary outlining the recommended program for lighting design, including lighting diagrams, sketches, cut sheets, and other materials as required to convey preliminary design intent.
- 1.5 Assistance with coordination of lighting design with architectural and electrical design.
- 1.6 Design and layouts of proposed lighting fixtures on electronic backgrounds provided by the Architect. An electronic layer of lighting equipment will be provided for incorporation into the Architect's and Engineer's documents (time for one (1) issuance of lighting layers at the 30% printing is included in the fee).
- 1.7 Electric lighting calculations (illuminances) as required for in-house verification of design concepts.
- 1.8 Lighting fixture schedule, specifications, cut sheets and/or sketches.
- 1.9 Opinion of probable cost of recommended lighting fixtures. One (1) opinion will be given, subsequently, pricing by others will be reviewed.
- 1.10 Review of final Preliminary Design Documents as prepared by the Architect and his Consultants, and as related to the lighting (time for one (1) review is included in the fee).

**Phase II (Final Design) will consist of the following:**

- 2.1 Design conferences in Los Angeles with the Owner, Architect and other Consultants (time for two (2) meetings with a Principal of the firm and/or the Senior Designer is included in the fee).
- 2.2 Assistance with coordination of lighting design with architectural and electrical design.
- 2.3 Design and layouts of proposed lighting fixtures on electronic backgrounds provided by the Architect. An electronic layer of lighting equipment will be provided for incorporation into the Architect's and Engineer's documents (time for two (2) issuances of lighting layers, one for the 95% printing and one for the 100% printing, is included in the fee).
- 2.4 Electric lighting calculations (illuminances) as required for in-house verification of design concepts.
- 2.5 Lighting fixture schedule, specifications, cut sheets and/or sketches.
- 2.6 Intent narratives for circuiting and control. Specification of the control system to be provided by the project Electrical Engineer.
- 2.7 Review of final Design Documents as prepared by the Architect and his Consultants, and as related to the lighting (time for two (2) reviews is included in the fee).

**Phase III (Construction Observation) will be provided on a time and materials basis and will consist of the following:**

- 3.1 Checking of shop drawings of specified equipment and associated architectural elements (time for two (2) reviews of shop drawings and/or submittals is included in the fee. Time for additional shop drawings/submittal reviews will be billed on a time and materials basis, as required).
- 3.2 Assistance with response to RFI and RFC's during construction.
- 3.3 Final review of completed lighting installation, supervision of focusing of adjustable fixtures (time for two (2) one-day trips by a Principal of the firm or the Senior Designer to the project site is included in the fee). The electrical contractor will supply personnel to perform focus work in compliance with local laws and union agreements.

### 3.4 Preparation of written punch list.

#### Fees

Time and materials fees will be based on the following hourly rates, subject to salary increases during the life of the project:

Principals:	Teal Brogden	@	\$220.00 per hour
	John Dunn	@	\$200.00 per hour
Senior Designer:	\$115.00 to \$175.00 per hour		
Designers/Draftsmen:	\$75.00 to \$115.00 per hour		
Project Assistants:	\$60.00 to \$80.00 per hour		

Preliminary and Final Design will be on a fixed fee basis. The estimated fixed fee will be:

Preliminary Design:	\$12,500.00
Final Design:	\$ 9,000.00

Construction Observation will be on a time and materials basis with the following estimated maximum fee:

Construction Observation:	\$10,800.00
---------------------------	-------------

The estimated reimbursable expenses (Preliminary Design through Construction Observation) are four thousand five hundred dollars (\$4,500.00).

Optional Services (not included in the above fee):

- Custom Fixture Design: \$5,000 to \$10,000 per fixture depending on complexity
- Specialty Dimming Control System Design & Specification: \$5,000 to \$10,000 per system depending on complexity
- Programmable Effects Design & Specification: \$5,000 to \$25,000 depending on complexity
- LEED Specialty Analysis & Compliance Documentation: \$5,000 to \$25,000 depending on complexity
- Sketches and Other Visual Presentation Elements for use in Presentations: \$2,000 to \$3,000 per presentation
- Trips to TX, other than as indicated in the scope of services: \$1,400 to \$1,800 per person, per day + reimbursables

Invoices for accumulated time and expenses will be submitted monthly and will be payable within thirty (30) days. All invoices not paid within thirty days of submission will be assessed a finance charge of 1.5% of the remaining balance per month.

Before exceeding the above fee due to an increase in the scope of the project, or due to changes and/or revisions after work has been approved, we will notify the Architect in writing in order to secure written approval.

Time spent in out-of-town travel is not anticipated and is therefore not included in the maximum fee.

#### Reimbursable Expenses

All incidental expenses such as travel, lodging and meals, toll telephone calls, messengers, express mail services, photocopies, mockup materials and all approved equipment used exclusively in the development of this project are included in the estimated maximum fee and will be billed at cost times a multiplier of 1.15. Charges for In-House Reproduction expense for plots will be billed at 5.00 each. Color copying/prints will be at \$1.00 per page when used for presentations to the architect and owner.

A complete summary of all-reimbursable expenses will provided with each invoice. Original documentation will not be supplied for reimbursable expenses unless requested.

### Additional Optional Services

The following services are not included in the above fee, but may be added at the discretion of the Client:

- a. Special 3D and 2D renderings and other visual presentation elements other than required for communication within the design team.
- b. Confirmation of compliance with maximum allowable connected load for lighting as dictated by Lighting Section of applicable Energy Code and/or preparation of required documents associated with the Lighting Section of the applicable Energy Code for filing with building permit application.
- c. Assistance with lighting design compliance for utility rebate programs.
- d. Comparative life-cycle cost analysis for electric lighting schemes, as required.
- e. Design, observation of construction, testing and evaluation of full scale mockups.
- f. Review and testing of fixture and/or control system substitutions proposed by others in our lighting laboratory, on site or at the manufacturer's facilities.
- g. Assistance with coordination of lighting fixture orders and deliveries from manufacturers.
- h. Manufacturer's shop inspections.
- i. Focusing diagrams for adjustable fixtures on transparencies provided by the Architect.
- j. Design and specification of lighting for growth and/or maintenance of trees and other plantings.
- k. Design and specification of lighting for video conferencing and/or televised broadcast.

### General

- a. The Lighting Consultant cannot and will not bear responsibility for the final results of the lighting since he is currently not contracted to provide the implementation of this design. These services may be added at the Architect's or Owner's request.
- b. The Lighting Consultant is not responsible for any changes in the documentation he provides unless approved by the Lighting Consultant. Changes include, but are not limited to, substitutions of and/or by manufacturers, variations in layouts, quality and quantity of fixtures, etc.
- c. The Lighting Consultant is not responsible for any errors, equipment failures or delays caused by manufacturers, contractors, shippers, installers or users; nor is the Lighting Consultant responsible for a contractor's failure to carry out the construction in a workmanlike manner or in accordance with contract documents or recommendations.
- d. As maximum electrical lighting loads permitted by code will be determined and compliance confirmed by others, the Lighting Designer will not be responsible for compliance with such codes under any circumstances.
- e. The Lighting Designer will design to the best of his ability according to building codes but will be dependent upon the licensed professionals (Architect or Engineer) for notification of non-compliance prior to approval of lighting fixture submittals and will not be solely responsible for problems which arise during construction due to non-compliance with codes.
- f. The Lighting Designer will not be responsible for design of emergency or exit lighting systems or for designation of fixtures for emergency or exit lighting systems.

- g. This Proposal will remain valid for sixty (60) days after the date it is written. If the accepted Proposal has not been received in the Lighting Consultant's office by the end of this period, its terms and conditions will be open for further negotiations.
- h. In an effort to resolve any conflicts that arise during the design and construction of this project or following the completion of this project, all parties agree that all disputes between them shall be submitted to non-binding mediation unless the parties mutually agree otherwise. In the event the parties to this agreement are unable to reach a settlement of any dispute in accordance with mediation, then the dispute may be resolved with an alternate method only if agreed upon by both parties. The prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees, and all other related expenses in such litigation.
- i. It is assumed that the Lighting Consultant's work will be completed according to a mutually agreed upon schedule. If consulting work on the project continues beyond this schedule (Preliminary Design completed within 3 months of start of phase, Final Design completed within 2 months of start of phase), this agreement will be open for further negotiations.
- j. This Agreement is subject to cancellation by either party at any time upon ten (10) days written notice. In the event of cancellation, all accrued charges become due for work completed to that point.

We trust the above meets with your approval and would appreciate your signing this Proposal and returning it to us at your earliest convenience. The returned copy will serve as our authorization to proceed.

Very truly yours,



John K. Dunn, LC, IALD, LEED®AP  
Principal

HORTON LEES BROGDEN LIGHTING DESIGN INC.

Accepted for: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

ATTACHMENT B

Horton Lees Brogden Lighting Design  
 SAN JACINTO PLAZA REDESIGN  
 Fee Matrix

PRELIMINARY DESIGN PHASE				
<b>1</b>	<b>DATA GATHERING/ORGANIZATION (2 WEEK)</b>			
	Person	hourly rate	total hours	total
	Teal Brogden, Principal	\$ 220.00	2	\$ 440.00
	John Dunn, Principal	\$ 200.00	2	\$ 400.00
	Senior Designer	\$ 150.00	2	\$ 300.00
	Designer/Draftsperson	\$ 100.00	1	\$ 100.00
	Administration	\$ 60.00	1	\$ 60.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
	<b>Sub-Total</b>		<b>8</b>	<b>\$ 1,300.00</b>
<b>2</b>	<b>CONCEPT REFINEMENT (3 WEEKS)</b>			
	Person	hourly rate	total hours	total
	Teal Brogden, Principal	\$ 220.00	2	\$ 440.00
	John Dunn, Principal	\$ 200.00	2	\$ 400.00
	Senior Designer	\$ 150.00	6	\$ 900.00
	Designer/Draftsperson	\$ 100.00	9	\$ 900.00
	Administration	\$ 60.00	1	\$ 60.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
	<b>Sub-Total</b>		<b>20</b>	<b>\$ 2,700.00</b>
<b>3</b>	<b>DESIGN DEVELOPMENT - 30% (7 WEEKS)</b>			
	Person	hourly rate	total hours	total
	Teal Brogden, Principal	\$ 220.00	4	\$ 880.00
	John Dunn, Principal	\$ 200.00	10	\$ 2,000.00
	Senior Designer	\$ 150.00	20	\$ 3,000.00
	Designer/Draftsperson	\$ 100.00	25	\$ 2,500.00
	Administration	\$ 60.00	2	\$ 120.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
	<b>Sub-Total</b>		<b>61</b>	<b>\$ 8,500.00</b>
FINAL DESIGN PHASE				
<b>4</b>	<b>WORKING DRAWINGS AND SPECIFICATIONS - 50%, 95%, 100% (7 WEEKS)</b>			
	Person	hourly rate	total hours	total
	Teal Brogden, Principal	\$ 220.00	4	\$ 880.00
	John Dunn, Principal	\$ 200.00	9	\$ 1,800.00
	Senior Designer	\$ 150.00	22	\$ 3,300.00
	Designer/Draftsperson	\$ 100.00	29	\$ 2,900.00
	Administration	\$ 60.00	2	\$ 120.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
	<b>Sub-Total</b>		<b>66</b>	<b>\$ 9,000.00</b>
Construction Observation - Time and Materials/Hourly				
<b>5</b>	<b>Bidding/Construction Observation (schedule to be determined)</b>			
	Person	hourly rate	total hours	total
	Teal Brogden, Principal	\$ 220.00	2	\$ 440.00
	John Dunn, Principal	\$ 200.00	22	\$ 4,400.00
	Senior Designer	\$ 150.00	30	\$ 4,500.00
	Designer/Draftsperson	\$ 100.00	14	\$ 1,400.00
	Administration	\$ 60.00	1	\$ 60.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
	<b>Sub-Total</b>		<b>69</b>	<b>\$ 10,800.00</b>
	<b>OVERALL TOTAL (not including Construction Observation)</b>		<b>224</b>	<b>\$ 21,500.00</b>

**SAN ANTONIO  
P L A Z A  
R E D E S I G N  
S I G N A G E &  
G R A P H I C S**

**PROPOSAL | 5.23.12**

## **PROPOSAL TO PROVIDE GRAPHIC DESIGN SERVICES SAN JACINTO PLAZA REDESIGN PROJECT**

May 23, 2012

SWA Group  
811 W. 7th Street, Suite 430  
Los Angeles, CA 90017

Attention: Natalie Sandoval

Hunt Design Associates is pleased to present this proposal to assist SWA Group in the planning and design of signage and graphics for San Jacinto Plaza Redesign project.

### **SCOPE OF WORK - AREAS AND ELEMENTS**

The services listed below under Scope of Work - Services are for the following areas and elements, as appropriate:

- Historical Monument Sign
- Wayfinding Kiosk
- Regulatory Signage

### **SCOPE OF WORK - SERVICES**

#### **Preliminary Design**

1. **Data Gathering**
  - Participate in a kick-off meeting to further define and clarify the goals of the project.
2. **Concept Refinement**
  - Identify signage needs and organize into preliminary signage categories (identity, directional, regulatory, etc).
  - Develop preliminary design concepts for all signage categories. Explore design up to three design directions for typical sign elements.
  - Present Concept Designs to team and receive comments.
3. **Design Development**
  - Refine best of concept designs into developed designs. Present each major item for review.
  - Establish typography styles and layouts.
  - Select preliminary colors and materials for all elements.
  - Present Design Development refinements to team.

#### **Final Design**

1. **50% Construction Documents**
  - Prepare design -intent drawings of all typical signage elements with notes describing colors, materials, primary dimensions and other design information for all signage categories to a 50% level of completion.

2. 95% Construction Documents

- Prepare design -intent drawings of all typical signage elements with notes describing colors, materials, primary dimensions and other design information for all signage categories to a 95% level of completion.

3. 100% Construction Documents

- Prepare design -intent drawings of all typical signage elements with notes describing colors, materials, primary dimensions and other design information for all signage categories to a 100% level of completion.



Interpretive signage can help tell the history of the city.

**FEES**

In return for the services listed above, Hunt Design is to be paid fixed fees as follows:

Preliminary Design		
1. Data Gathering		\$ 440
2. Concept Refinement		\$ 1,770
3. Design Development		\$ 3,070
Final Design		\$ 3,280
1. 50% Construction Documents		
2. 95% Construction Documents		
3. 100% Construction Documents		
<hr/> Subtotal		\$ 8,560
Construction Observation (time & materials/hourly)		\$ 2,070



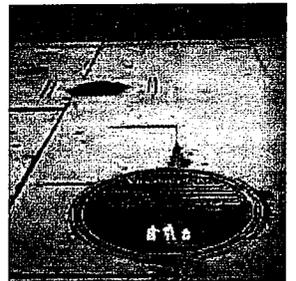
Regulatory signage should blend with the environment.

These fees are based approximately on estimated hours per task multiplied by our standard hourly billing rates of: Principal \$160; Senior Designer \$140; Programming \$125; Designer \$110, CAD Design (Drafting) \$90.

**SCHEDULE**

Hunt Design will meet the project schedule as described within the SWA Group's RFQ.

- Data Gathering: 2 weeks
- Concept Refinement: 3 weeks
- Design Development: 7 weeks
- Final Design Phase: 7 weeks



Interpretive elements add interest to an urban setting.

**EXPENSES**

In addition to the above fees, Hunt Design Associates is to be reimbursed for expenses incurred in connection with this project at cost. Such expenses include prints, computer imagery charges, binding, travel, Fed Ex services and other normal reproduction. In-house color printing will be charged at \$2 per page up to 11"x17"; larger format will be billed at \$6 per square foot.

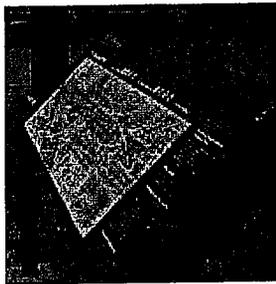
We estimate that a reimbursable budget of \$400 will be required for this project.



Directory maps help move visitors to other parts of the city.



Regulatory signage does not have to be large and intrusive.



Simple maps communicate more effectively than complex ones.

## BILLING

Monthly invoices reflecting the percentage of work completed plus expenses will be submitted for payment. Invoices shall be paid within thirty (30) days of receipt. Applicable sales tax will be added to billing as required by the California State Board of Equalization.

## CONDITIONS

**Revisions and Additions:** This proposal covers only the services outlined. If the scope of work changes, approved revisions or additions will be charged for on an hourly basis, and as an addition to the original contract.

**Termination of Contract:** Assuming just cause, either party reserves the right to terminate this agreement after giving ten (10) days written notice to the other. Hunt Design Associates shall be paid for services and reimbursable expenses incurred under this contract up to the date of such termination.

**Cash Flow and Timely Payments:** Timely and regular payments of Hunt Design Associates invoices are required for continuous work on the project.

**Sequence of Work:** The fees stated above are based on executing the project or large project portions as a group or groups. That is, items added out of sequence or after general approvals of areas or phases, may be considered as extra to the contract.

**Limit of Quantity of Designs:** A reasonable quantity of design solutions for individual elements will be developed for review. Excessive or unreasonable requests for redesign or additional design options may result in additional design fees.

**Originality:** All reasonable care will be taken to avoid accidental duplication of graphic designs already in existence, but responsibility and matters of registration, trade-marking, copyrighting, rest with the owner.

**Best Effort Basis:** The creative services described above will be provided on a "best effort" basis. That is, Hunt Design Associates will create designs based on our training, experience and professional judgment and that represent our best effort; non-acceptance of the design(s) shall not constitute reason for non-payment.

**Publicity:** Hunt Design Associates reserves the right of reasonable publicity about its participation in this project.

The information, language and descriptions in this proposal are the copyrighted property of Hunt Design Associates and may not be reproduced or transferred to any other party without permission.

**HUNT DESIGN ASSOCIATES, INC.**

By: John Temple  
Principal

Date: 5/23/12

**PRELIMINARY DESIGN PHASE**

1	DATA GATHERING/ORGANIZATION (2 WEEK)			
	Person	hourly rate	total hours	total
	John Temple, Principal	\$ 160.00	1	\$ 160.00
	InSung Kim, Design Director	\$ 140.00	2	\$ 280.00
	Kris Helmick, Designer	\$ 110.00	0	\$ -
	Dinnis Lee, Technical Director	\$ 90.00	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Sub-Total		3	\$ 440.00

2	CONCEPT REFINEMENT (3 WEEKS)			
	Person	hourly rate	total hours	total
	John Temple, Principal	\$ 160.00	2	\$ 320.00
	InSung Kim, Design Director	\$ 140.00	5	\$ 700.00
	Kris Helmick, Designer	\$ 110.00	6	\$ 660.00
	Dinnis Lee, Technical Director	\$ 90.00	1	\$ 90.00
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Sub-Total		14	\$ 1,770.00

3	DESIGN DEVELOPMENT - 30% (7 WEEKS)			
	Person	hourly rate	total hours	total
	John Temple, Principal	\$ 160.00	2	\$ 320.00
	InSung Kim, Design Director	\$ 140.00	8	\$ 1,120.00
	Kris Helmick, Designer	\$ 110.00	14	\$ 1,540.00
	Dinnis Lee, Technical Director	\$ 90.00	1	\$ 90.00
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Name, Title	\$ -	0	\$ -
	Sub-Total		25	\$ 3,070.00

**FINAL DESIGN PHASE**

4	WORKING DRAWINGS AND SPECIFICATIONS - 50%, 95%, 100% (7 WEEKS)			
	Person	hourly rate	total hours	total
	John Temple, Principal	\$ 160.00	2	\$ 320.00
	InSung Kim, Design Director	\$ 140.00	2	\$ 280.00
	Kris Helmick, Designer	\$ 110.00	8	\$ 880.00
	Dinnis Lee, Technical Director	\$ 90.00	20	\$ 1,800.00
	Name, Title	\$ -	0	\$ -
	Sub-Total		32	\$ 3,280.00

**Construction Observation - Time and Materials/Hourly**

5	Bidding/Construction Observation (schedule to be determined)			
	Person	hourly rate	total hours	total
	John Temple, Principal	\$ 160.00	1	\$ 160.00
	InSung Kim, Design Director	\$ 140.00	2	\$ 280.00
	Kris Helmick, Designer	\$ 110.00	5	\$ 550.00
	Dinnis Lee, Technical Director	\$ 90.00	12	\$ 1,080.00
	Sub-Total		20	\$ 2,070.00

	<b>OVERALL TOTAL (excluding Construction Observation)</b>		<b>94</b>	<b>\$ 8,560.00</b>
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# sweeney + associates

May 22, 2012

This is an agreement for services to be performed, upon receipt by the consultant of signed agreement, one fully executed copy will be returned to the client. Should any of the information shown hereon not be in accordance with the client's understanding, the client should immediately advise the consultant.

Client:	<b>SWA Group</b>	Project	<b>San Jacinto Plaza Redesign</b>
		Description:	El Paso, Texas
Client Address:	811 West 7 <sup>th</sup> Street, Suite 430 Los Angeles, CA 90017	Client's Job No.:	N/A
Telephone:	(213) 236-9090	Attention:	Ms. Natalie Sandoval
Facsimile:	(213) 787-2580	E-mail address:	<u><a href="mailto:NSandoval@SWAGroup.com">NSandoval@SWAGroup.com</a></u>

Worldwide  
www.sweeneyassoc.com

The client and the consultant for mutual consideration herein set forth, and agree as follows:

A. Consultant agrees to perform the following services:

Provide irrigation consulting and design services, on the client provided digital base drawings for the above referenced project. Project is the design of irrigation systems for a redesigned historic city plaza in El Paso, Texas. The design shall be prepared using AutoCAD drafting software on two (2) sheet at 1" = 20' scale. The client shall provide all digital base information in AutoCAD format including base sheets; site plans; grading plans; utility plans; planting plans; title blocks; and sheet set ups for the planting plans. Optional services shall only be billed should the client request the service and the consultant perform the service. The scope of work shall include the following services:

**Data Gathering** - The consultant shall attend a pre-design meeting in El Paso to coordinate the water points of connection, electrical power sources, determine allowable street and pavement crossings, and identify utility coordination requirements. Deliverables shall include a written field report of irrigation related findings.

**Schematic Design Plan** - The consultant shall provide estimated water use calculations, coordination of new or existing water points of connection, coordination of electrical points of connection, and a narrative of the proposed irrigation methods for the project. Deliverables shall include AutoCAD "dwg" files and Adobe Acrobat "pdf" files of the schematic design drawings and "pdf" files of the estimated water use.

**Design Development Plan** - The consultant shall provide design development plans to include water supply location, sizing and pumping requirements (if necessary); controller location; electrical power location; proposed mainline layout, sleeves; a preliminary materials legend; preliminary installation details; and descriptions of the irrigation methods for the various areas of landscape. Deliverables shall include AutoCAD "dwg" files and Adobe Acrobat "pdf" files of the design development drawings.

**Construction Documents** - The consultant shall provide complete irrigation construction drawings including plans, material legends, installation details, notes, water pressure calculations, water demand calculations, system run time calculations, and specifications. The irrigation plans shall focus on the efficient use of water by the landscape and include cost effective water conservation technology. The irrigation plans shall be designed to be in compliance with the local water efficient landscape ordinance (Title 18) and include all required calculations and plan documentation. The fee includes reasonable revisions to the irrigation drawings during the design phases. Deliverables shall include AutoCAD "dwg" files and Adobe Acrobat "pdf" files of the construction document drawings. Specifications shall be provided as a Word "docx" file, CSI formatted.

**Construction Observations** - The consultant shall provide review and written comments on contractor's irrigation materials submittals; answer RFI's and review and comment on the contractor's irrigation as-built record drawings. The consultant shall provide construction observation services in the form of four (4) construction site observations (one (1) mainline pressure test, one (1) coverage test and two (2) final walkthroughs (pre-maintenance and pre-final)). Each site observation shall be documented by a written field report or punch list. Fees include one way travel time; time on site; and the written field report or punch list. The construction observation service is a package and cannot be split into a lesser number of site observations.

Texas  
3000 Joe DiMaggio Blvd.  
Building 1700 - Suite 61  
Round Rock, Texas 78665  
512.306.9350 P • 512.306.9035 F

Florida  
110 East Broward Blvd.  
17<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301  
954.763.7243 P • 954.828.1362 F

California  
321 Rampart Street  
Suite 209  
Orange, California 92668  
714.938.0456 P • 714.938.0456 F

Offices: Main Office - California  
38730 Sky Canyon Drive  
Suite C  
Murrieta, California 92563  
951.461.6830 P • 951.461.6850 F

ATTACHMENT B

Travel expenses are estimated per site observation below. All travel expenses including round trip coach airfare, ground transportation, airport parking and one meal per day are to be considered reimbursable expenses. The consultant shall bill expenses at the full cost and provide copies of all receipts for the expenses with the invoice. The construction observations are to be billed as time and materials based on the principal hourly rate shown below and not to exceed the total shown below.

B. Client agrees to compensate the consultant as follows:

<b>Data Gathering:</b>	<b>\$ 1,560.00</b>	One thousand five hundred sixty dollars
<b>Concept Refinement:</b>	<b>\$ 570.00</b>	Five hundred seventy dollars
<b>Design Development Plans:</b>	<b>\$ 800.00</b>	Eight hundred dollars
<b>Construction Documents:</b>	<b>\$ 3,640.00</b>	Three thousand six hundred forty dollars
<b>Construction Observations:</b>	<b>\$ 6,240.00</b>	Six thousand two hundred forty dollars <i>(Not to exceed)</i>
<b>Travel Expenses (Data Gathering):</b>	<b>\$ 525.00</b>	Five hundred twenty five dollars
<b>Travel Expenses (Observations):</b>	<b>\$ 2,300.00</b>	Two thousand three hundred dollars <i>(Total for 4 visits)</i>

Reproduction, plotting, and delivery costs are to be billed to client. Payment terms: net 30 days.

C. Hourly rates as follows: Principal - \$130.00 per hour, Irrigation Designer - \$85.00 per hour  
Project Manager - \$110.00 per hour AutoCAD Draftsperson - \$65.00 per hour

D. Revisions (other than plan check and above the amount allotted in the revision allowance); meetings with the client, city or owner, and water auditing services are not included in this fee proposal and will not be provided. If these services are requested by the client, the consultant shall prepare a fee proposal for said services and proceed with the work only after written acceptance of the fee proposal. This fee proposal does not include any of the design requirements, calculations or documentation required for projects seeking LEED certification through the US Green Building Council.

E. Consultant shall maintain in force insurance in the following amounts: \$2,000,000 – General Liability; \$2,000,000 - Professional Liability; \$1,000,000 Commercial Automobile; and Worker’s Compensation in the amounts required by state law. Each party agrees to indemnify, defend and hold the other free and harmless from and against any and all losses, claims, demands, damages or judgments of or in favor of any third party arising from any act by, or negligence of, the indemnitor or its officers, agents or employees while engaged in the performance of this contract or while in or about the premises for any reason connected in any way with the performance of this contract.

In witness whereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated.

**SWA Group**

**Sweeney & Associates, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Lance Sweeney

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

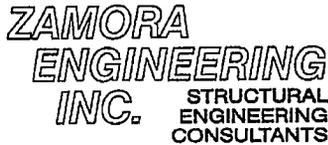
ATTACHMENT B

Sweeney & Associates, Inc. - Irrigation  
 SAN JACINTO PLAZA REDESIGN  
 Fee Matrix

PRELIMINARY DESIGN PHASE				
1	DATA GATHERING/ORGANIZATION (2 WEEK)			
	Person	hourly rate	total hours	total
	Lance Sweeney, Principal	\$ 130.00	12	\$ 1,560.00
	<b>Sub-Total</b>		<b>12</b>	<b>\$ 1,560.00</b>
2	CONCEPT REFINEMENT (3 WEEKS)			
	Person	hourly rate	total hours	total
	Lance Sweeney, Principal	\$ 130.00	1	\$ 130.00
	Ted Kochanek, Project Manager	\$ 110.00	4	\$ 440.00
	<b>Sub-Total</b>		<b>5</b>	<b>\$ 570.00</b>
3	DESIGN DEVELOPMENT - 30% (7 WEEKS)			
	Person	hourly rate	total hours	total
	Lance Sweeney, Principal	\$ 130.00	1	\$ 130.00
	Ted Kochanek, Project Manager	\$ 110.00	3	\$ 330.00
	Tristan Sweeney, Irrigation Designer	\$ 85.00	4	\$ 340.00
	<b>Sub-Total</b>		<b>8</b>	<b>\$ 800.00</b>

FINAL DESIGN PHASE				
4	WORKING DRAWINGS AND SPECIFICATIONS - 50%, 95%, 100% (7 WEEKS)			
	Person	hourly rate	total hours	total
	Lance Sweeney, Principal	\$ 130.00	3	\$ 390.00
	Ted Kochanek, Project Manager	\$ 110.00	10	\$ 1,100.00
	Tristan Sweeney, Irrigation Designer	\$ 85.00	25.3	\$ 2,150.50
	<b>Sub-Total</b>		<b>38.3</b>	<b>\$ 3,640.50</b>

Construction Observation - Time and Materials/Hourly				
5	Bidding/Construction Observation (schedule to be determined)			
	Person	hourly rate	total hours	total
	Lance Sweeney, Principal	\$ 130.00	48	\$ 6,240.00
	<b>Sub-Total</b>		<b>48</b>	<b>\$ 6,240.00</b>
	<b>OVERALL TOTAL (not including Construction Observation)</b>		<b>111.3</b>	<b>\$ 6,570.50</b>



LARRY C. ZAMORA, P.E.  
MEMBER NSPE, TSPE, ASCE, SEAoT

May 22, 2012

Natalie Sandoval  
Business Development and Marketing Manager  
**SWA Group**  
811 W. 7<sup>th</sup> Street, Suite 430  
Los Angeles, CA 90017

**RE: Revised Consulting Structural Engineering Design Proposal  
Structural Aspects of the Various San Jacinto Plaza Redesign Elements**

Dear MS Sandoval,

Thank you for the opportunity to offer the services of **Zamora Engineering, Inc.** on the referenced project.

As a result of our discussion covering the scope of work, **Zamora Engineering, Inc.** will provide the structural engineering services for a fixed fee of \$9,928.00. The fee break down is enclosed.

Our services on the project will include the following:

**Construction Document and Bidding Phase**

1. Design and detail all of the structural aspects of the various San Jacinto redesign elements, i.e., water feature basins, concrete steps, concrete walls, concrete benches, bollard foundations, hand rails/guard rails and stage.
2. Prepare a short version technical specification covering the requirements for the materials of construction. This specification will be presented on the drawings
3. Answer any question relating to the structural drawings and specification during the bidding phase.

**Construction Phase**

1. Review the structural submittals
2. Perform four site visits at various times during construction to observe the construction and address any questions that may arise.

**FEE BREAK DOWN BY PHASE****FINAL DESIGN/CONSTRUCTION DOCUMENT PHASE**

Structural Engineer	24 hrs. @ \$150.00/hr	\$3,600.00
Engineering Technician	60 hrs. @ \$ 60.00/hr	\$3,600.00
Typist/Clerical	24 hrs. @ \$ 21.50/hr	<u>\$ 516.00</u>
<b>TOTAL</b>		<b>\$7,716.00</b>

**CONSTRUCTION OBSERVATION PHASE**

Structural Engineer	4 hrs. @ \$150.00/hr	\$ 600.00
Engineering Technician	24 hrs. @ \$ 60.00/hr	\$1,440.00
Typist/Clerical	8 hrs. @ \$ 21.50/hr	\$ 172.00
<b>TOTAL</b>		<b>\$2,212.00</b>

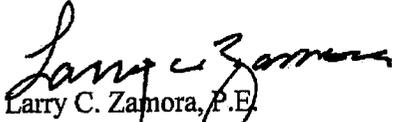
ATTACHMENT B

Additional services beyond those noted, if required, will be calculated using the following fixed hourly rates:

Structural Engineer	\$150.00 per hour
Engineer in Training	\$ 75.00 per hour
Engineering Technician	\$ 45.00 per hour

I hope the fee quoted meets with your satisfaction and if I can provide additional information or clarify our proposal please contact me.

Sincerely,

  
Larry C. Zamora, P.E.  
Zamora Engineering, Inc.

Enclosure



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/9/2011

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

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

PRODUCER Grayling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Jerry Noyola PHONE (A/C No. Ext): (770) 552-4225 E-MAIL ADDRESS: jerry.noyola@greyling.com	FAX (A/C. No.): (856) 550-4082
	INSURER(S) AFFORDING COVERAGE	
INSURED SWA Group, Inc. 2200 Bridgeway Blvd. Sausalito CA 94966	INSURER A: Travelers Property Casualty	NAIC # 25674
	INSURER B: Continental Casualty Company	20443
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 11-12 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		680-9265N696-TIL-11	9/1/2011	9/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED/EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRC <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY-AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA-9272N626-11-GRP	9/1/2011	9/1/2012	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUP <input checked="" type="checkbox"/> CLAIMS-MADE	YSF-CUF-9277N357-TIL-11	9/1/2011	9/1/2012	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	XVMPFUB-3300T22-4-11	9/1/2011	9/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - PER EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		LAA 00-234-96-05	9/1/2011	9/1/2012	Per Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: San Jacinto Plaza Redesign. The City of El Paso is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder named below.

CERTIFICATE HOLDER  The City of El Paso Rebecca Torres #2 Civic Center Plaza El Paso, TX 79901-1196	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  Matias Ormaza/JERRY

POLICY NUMBER: 680-9265N696-TIL-11

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):  
PER SCHEDULE ON FILE

PROJECT/LOCATION OF COVERED OPERATIONS:

### PROVISIONS

**A. The following is added to WHO IS AN INSURED (Section II):**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

**C. The following is added to Paragraph 3. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

NONRENEWAL:

Number of Days Notice of Nonrenewal:

PERSON OR

ORGANIZATION:

THE CITY OF EL PASO

### ADDRESS:

#2 CIVIC CENTER PLAZA  
EL PASO, TX 79901-1196

### PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

Policy Number: BA-9272N626-11-GRP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

The following is added to the Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

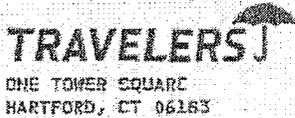
### SCHEDULE

CANCELLATION:	Number of Days Notice of Cancellation: 30
NONRENEWAL:	Number of Days Notice of Nonrenewal:
PERSON OR ORGANIZATION:	
THE CITY OF EL PASO	

ADDRESS:  
#2 CIVIC CENTER PLAZA  
EL PASO, TX 79901-1196

### PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A ) - 001

POLICY NUMBER: (XJUB-33D0T22-4-11)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.



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 \_\_\_\_\_

DATE OF ISSUE: 08-09-11 ST ASSIGN:



# A/E SELECTION SUMMARY

**Project Name:** San Jacinto Plaza Redesign

**Department Requesting Service:** Engineering & Construction Management

**District/ Representative:** District #8

## FINAL SELECTION

**RFQ Notification Date:** 3/14/2012

**RFQ Due Date:** 3/22/2012

### SELECTION COMMITTEE

Johanes Makahaube, Engineering & Construction Management

Javier Reyes, Engineering & Construction Management

Richard Garcia, Parks & Recreation Department

Cruz Garcia, Parks & Recreation Department

Victoria Ruiz, Engineering & Construction Management

### A/E FIRMS THAT SUBMITTED RFQ PACKAGE

5 CFZ Group

1 SWA

2 LAS

3 Sites Southwest

4 Parkhill, Smith & Cooper

**SCORING SHEETS ISSUED:** 3/26/2012

**SCORING SHEETS DUE:** 4/2/2012

**FINAL RANKING DATE:** 4/3/2012

**FIRMS NOTIFIED DATE:** 4/3/2012

**SELECTED CONSULTANT:**

SWA Group

**SCOPING MEETING:**

TBD

**FEE PROPOSAL DUE:**



# San Jacinto Plaza Redesign



June 12, 2012



- The project is intended to redesign the existing San Jacinto Plaza and will be in accordance with the schematic plan previously approved by City Council that incorporates public input. The project will include paving, water features, seating areas, gardens, park café, shade structure, stage, streetscape, entry plaza, Sunner's plaza, Balustrade circle, bocce court, street promenades, table tennis courtyard, chess courtyard, signage and lighting.
- Funding Source: 2010 Transportation Certificates of Obligation
- Contract Value: \$500,000



Scope:

- The consultant shall prepare construction bid documents for the improvement of the existing San Jacinto Plaza with an approximate area of 95,400 square feet and will be Smart Code compliant.
- The design shall meet engineering standards and all applicable local, state and federal codes and requirements.



## **Consultant's Information**

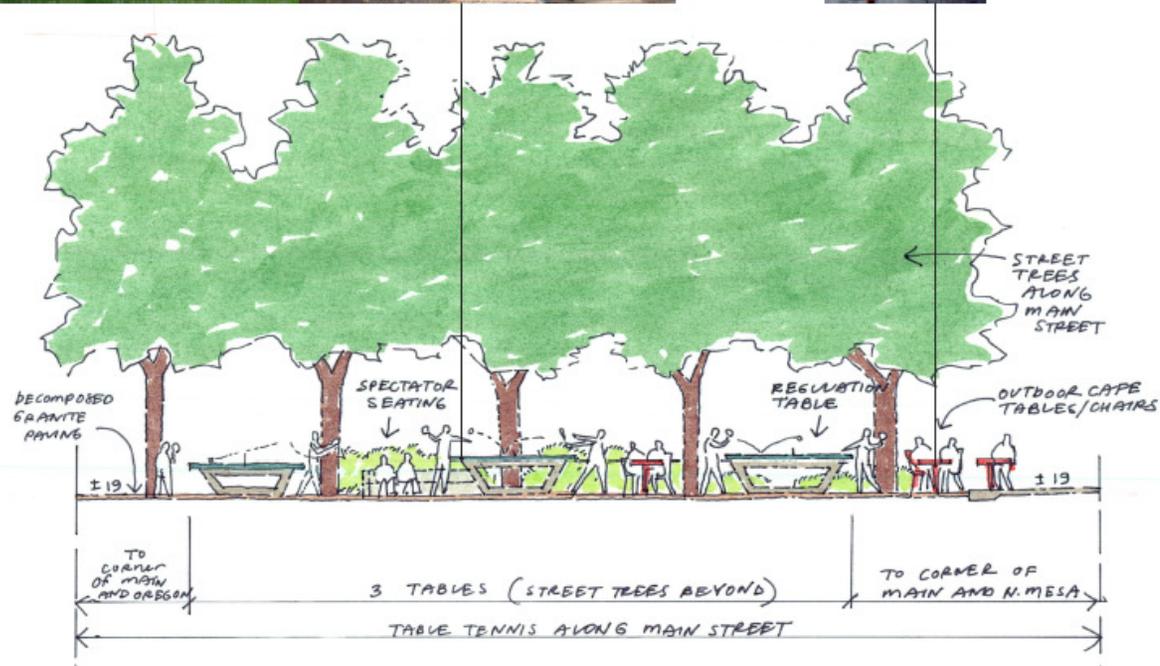
**SWA Group**

**Selection Type: Architect Engineer Selection Procurement  
(Qualification based)**

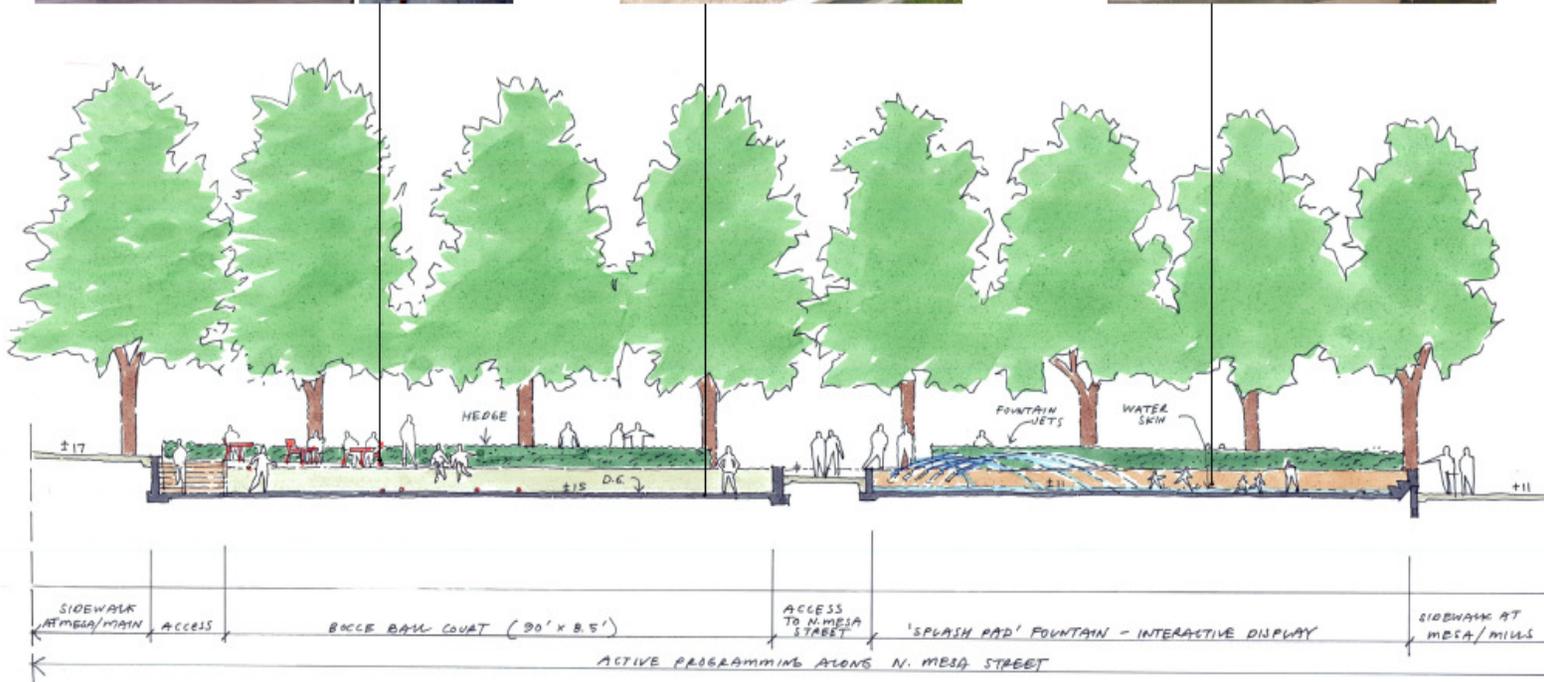
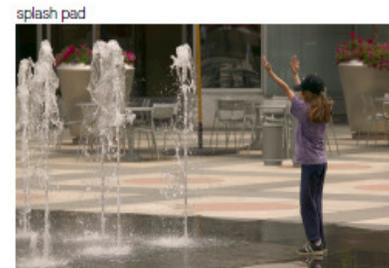
**Request for Qualifications (RFQ) were sent to all pre-qualified firms. Five firms submitted statements of qualification.**



# SERVICE SOLUTIONS SUCCESS



# SERVICE SOLUTIONS SUCCESS



# SERVICE SOLUTIONS SUCCESS



garden walk



plaza cafe with outdoor seating



Double rows of trees





# *Questions/Comments*

