

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: June 14, 2011

CONTACT PERSON NAME AND PHONE NUMBER: Jay Banasiak, Director, Sun Metro 534-5810 and
R. Alan Shubert, P.E., City Engineer 541-4423

DISTRICT(S) AFFECTED: 1 and 8

SUBJECT:

That the City Manager be authorized to sign the Agreement for Professional Services by and between the **CITY OF EL PASO** and **LOCKWOOD, ANDREWS & NEWNAM, INC.**, a Texas Corporation, for a project known as "**MESA CORRIDOR RAPID TRANSIT SYSTEM (MESA CORRIDOR RTS)**" for an amount not to exceed **ONE MILLION FOUR HUNDRED EIGHTY THOUSAND SEVEN HUNDRED NINETY ONE and 00/100 Dollars (\$1,480,791.00)** 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 **ONE MILLION FIVE HUNDRED THIRTY THOUSAND SEVEN HUNDRED NINETY ONE 00/100 Dollars (\$1,530, 791.00)**.

BACKGROUND / DISCUSSION:

The project is part of the City's implementation of the Rapid Transit System program for the Mesa Corridor which is set to provide service from the Downtown Transfer Center to the Westside Transit Terminal. The contract provides engineering services for the design of the system to include: RTS station design, pedestrian amenities, communication system links, coordination with TXDOT/FTA, traffic modeling, traffic control, signing, striping, complete street design (landscape, lighting, sidewalks, amenities), utility service/relocation coordination, security system, branding (for all four corridors), and assist the City with public outreach efforts (City will take the lead). The design is scheduled for 10 month completion and is scheduled to bid for construction in April 2012. Public Art is being done as part of the project and will be coordinated with this design contract.

LAN was selected through the City's AE selection process, which is qualifications based. Attached is the AE selection summary.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

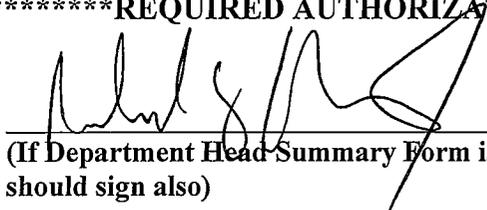
\$1,480,791.00-2011 Certificates of Obligation and Congestion Mitigation and Air Quality (CMAQ) Improvement Program

BOARD / COMMISSION ACTION:

This same item is on the Mass Transit Department Board agenda June 14, 2010.

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

DEPARTMENT HEAD:



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

Information copy to appropriate Deputy City Manager



A/E SELECTION SUMMARY

Project Name: Mesa Corridor - RTS

Department Requesting Service: Sun Metro

District/ Representative: Districts 1 and 8

SHORTLIST

RFQ Notification Date: 3/8/2011

RFQ Due Date: 4/4/2011

SHORTLIST COMMITTEE

Michael Herrera, Assistant Director for Sun Metro

Kyle Ibarra, Traffic Engineer

Sam Rodriguez, Engineering Division Manager

Margaret Schroeder, Traffic Engineer

Harold Kutz, Engineering Division Manager

SCORING SHEETS ISSUED: 4/12/11

SCORING SHEETS DUE: 4/26/11

FINAL RANKING DATE: 4/27/11

FIRMS NOTIFIED DATE: 4/27/11

A/E FIRMS THAT SUBMITTED RFQ PACKAGE

1 Jacobs Engineering

2 LAN

3 Jacobs Engineering

4 Brock & Bustillos

5 Huitt-Zollars Inc.

FINAL SELECTION

PRESENTATION COMMITTEE

Alan Shubert, City Engineer

Jay Banasiak, Sun Metro Director

Daryl Cole, DOT Director

Mathew McElroy, Planning and Economic Development

Irene Ramirez, Assistant City Engineer

PRESENTATION DATE: 5/11/2011

FIRMS NOTIFIED DATE: 5/11/2011

FINALISTS

URS Corp

LAN

Jacobs Engineering

SELECTED CONSULTANT:

LAN

SCOPING MEETING:

5/12/2011

FEE PROPOSAL DUE:

TBD

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 **LOCKWOOD, ANDREWS & NEWNAM, INC.**, a Texas Corporation, for a project known as “**MESA CORRIDOR RAPID TRANSIT SYSTEM (MESA CORRIDOR RTS)**” for an amount not to exceed **ONE MILLION FOUR HUNDRED EIGHTY THOUSAND SEVEN HUNDRED NINETY ONE and 00/100 Dollars (\$1,480,791.00)** 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 **ONE MILLION FIVE HUNDRED THIRTY THOUSAND SEVEN HUNDRED NINETY ONE 00/100 Dollars (\$1,530, 791.00)**.

ADOPTED THIS _____ DAY OF _____ 2011.

CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

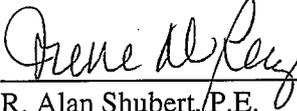
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT



for 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 _____, 2011 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **LOCKWOOD, ANDREWS & NEWNAM, INC.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as “**MESA CORRIDOR RAPID TRANSIT SYSTEM (MESA CORRIDOR RTS)**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

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

**ARTICLE II.
PROJECT**

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

2.2 In completion of such phases, the Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of

this Agreement in the performance of the services requested under the Design Phase of this Agreement. Such Guidelines are available in the Engineering Department.

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

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

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

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **ONE MILLION FOUR HUNDRED EIGHTY THOUSAND SEVEN HUNDRED NINETY ONE AND 00/100 DOLLARS (\$1,480,791.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

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

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates **SEVEN MILLION TWENTY NINE THOUSAND ONE HUNDRED AND SIXTY FIVE AND 00/100 DOLLARS (\$7,029,165.00)** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D"**. **FOR REQUIREMENTS CONTRACTS ONLY:** The term of this Agreement shall

be for a period not to exceed (N/A) **consecutive calendar days**, except as specifically noted herein.

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

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

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

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

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

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

5.1 INSURANCE. The Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall procure the required insurance from a solvent insurance company authorized to do business in the State of Texas and 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 coverage shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**

Personal Injury or Death

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

\$2,000,000.00 for two or more persons or occurrences

Property Damage

\$1,000,000.00 per occurrence

General Aggregate
\$1,000,000.00

b) **AUTOMOBILE LIABILITY**

Combined Single Limit
\$1,000,000.00 per accident

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

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

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

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

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

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

noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

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

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

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT.

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated

2925 Briarpark Drive, Suite 400
Houston, TX 77042

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

CONSULTANT:

Lockwood, Andrews & Newnam, Inc.

Michael A. Feeney

By: Michael A. Feeney, P.E., FITE,
Associate

APPROVED AS TO FORM:

Cynthia Osborn

Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

Rene M. Reez
for R. Alan Shubert, P.E.
City Engineer

(Acknowledgements on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
 §
HARRIS COUNTY §

This instrument was acknowledged before me on this 8th day of June, 2011,
by, Michael A. Feeney, P.E., FITE, as Associate of Lockwood, Andrews & Newnam, Inc.

Maria T. Chacon
Notary Public, State of Texas

My commission expires:

2-31-11



ATTACHEMENT A PROJECT SCOPE

TITLE: Mesa Corridor Rapid Transit System (RTS)

LOCATION: Mesa Corridor from Downtown Transit Center to Westside Transit Terminal

GENERAL DESCRIPTION:

The project consists of development of the City of El Paso Mesa Rapid Transit System (RTS) Corridor from the Downtown Transit Center (DTC) to the Westside Transit Terminal (WTT) in El Paso, Texas.

The project shall address the following project elements, which include:

Development of the Mesa RTS Corridor originating at the DTC, connecting to the Five Points Transit Terminal, to the Medical Center of the Americas development and ultimately to the Mission Valley Transit Terminal on Mesa and Zaragoza.

To ensure consistency in the RTS appearance citywide, the RTS station and platform design shall be the same as for the Alameda RTS corridor.

OBJECTIVE:

The purpose of this project is to provide a uniform and efficient approach to enhance the City's Mass Transit System. .

The consultant shall become familiar with the Plan El Paso and Connecting El Paso documents so that the proposed RTS design is consistent with the principles and goals described in the reports.

For the purposes of the definition of work in this scope, the information below specifies the tasks covered in the contract. When a task within the "scope" section conflicts with the any other Attachment section, the "Scope" elements will control and form the complete set of tasks to the exclusion of all others.

SCOPE:

Report Phase

The actions of this phase as described in "Attachment C" will be compiled and completed as a function of developing the "Preliminary Design Phase" below. An Alternatives Analysis has already been performed, and is not part of this scope.

Preliminary Design Phase

1.1 Project Management

General

The consultant shall be responsible for the management of the design effort described in this scope of service. In addition to specific responsibilities described in this section, the Consultant shall attend the meetings contained herein at the direction of City of El Paso and participate as the technical expert on this project.

1.1.01 Cost Control

The Consultant shall prepare and submit a monthly invoice, including all back-up documents, and a Cost Report in the format and level of detail as specified by City of El Paso. The Cost Report shall include cost data regarding: original budget, current budget (original + approved modifications) actual cost for the period, actual cost to date, earned value, estimate to complete, estimated cost at completion, and the variance between current budget and estimate at completion.

The Consultant shall submit each Monthly Invoice and Cost Report electronically (include a hardcopy of invoice) with the monthly Schedule Update

1.1.02 Schedule Control

The Consultant shall prepare and maintain a schedule that ensures the timely completion of all major milestones and activities.

1.1.02.1 Baseline Schedule

The Consultant shall prepare and submit a Baseline Schedule that clearly shows the timely completion of all major milestones and activities. The Baseline Schedule shall be submitted to City of El Paso within 14 calendar days after NTP is issued.

1.1.02.2 Monthly Schedule Updates

A written monthly report that addresses any schedule issues and proposed recovery actions required to correct them shall be provided.

1.1.03 Monthly Project Review

Consultant shall attend up to (6) monthly project meetings maximum, for general project discussion and information dissemination.

1.1.04 Interagency/Consultant Coordination

The consultant shall provide support to City of El Paso related to Interagency/Consultant coordination and shall coordinate directly with these groups with guidance from the City of El Paso. Preparation of Memoranda of Understanding, Inter-local agreements, or utility agreements are not part of this scope. LAN will coordinate with the Federal Transit Administration (FTA) and the El Paso TxDOT District as required. No travel is anticipated for FTA or TxDOT coordination outside of El Paso.

1.1.05 Quality Assurance/Quality Control Plan/Program

Consultant will develop QA Plan Guidelines. The consultant shall review all comments on deliverables and provide City of El Paso with record of resolution of all comments.

1.1.06 Design Reviews

In addition to continuous monitoring throughout the project, progress and products may be reviewed by the City of El Paso and others at comprehensive design reviews

sponsored by the City of El Paso. The Consultant shall submit a schedule for establishing milestone dates for approval through City of El Paso. Reviews will focus on constructability, maintainability, cost effectiveness, life cycle cost, user safety, aesthetics, user convenience and community acceptance. A comprehensive review is expected at the mid-point and completion of Preliminary engineering plans, specifications and cost estimates. The review shall include, but not be limited to, assumptions, standards, codes, plans, design concepts, and cost estimates. The Consultant shall be the key participant in Design Review and respond to review comments. (2 meetings)

1.1.07 Change Control

The Consultant shall provide City of El Paso with notification of any proposed change to the baseline design from any source and provide estimates of the design cost, construction cost and project schedule impact for each request. Variations outside of approved scope elements will be included in a supplemental to this scope.

1.1.08 Document/CADD Control

City of El Paso will develop the Document Control Procedures (DCP) for control of all project documents. This shall include correspondence, specifications, and design plans.

City of El Paso has also developed Computer Aided Design & Drafting (CADD) Standards Manual for control of all Project drawings. Control of all project drawings that define the baseline configuration is essential during the project. This includes: the issuance of drawing numbers, drawing titles, the storage of approved drawings, and the controlled distribution of design reviews. The Consultant shall control project documentation involving subconsultant.

1.1.09 Design Analysis:

The designer shall perform design analysis to ensure compliance with the prevailing standard of care for engineering work. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

1.1.10 Value Engineering

Conducting, or participating in a Value Engineering session/workshop, either formally or informally, by the Consultant is not part of this scope.

1.2 Investigation

1.2.01 Branding – System

The designer will coordinate with the Branding Consultant chosen by the City of El Paso.

1.2.02 Soils Investigation:

The designer shall provide a subsurface soil investigation study for the project and should be submitted to the Owner for a review. Log boring information can be shown on construction documents with appropriate notes and disclaimers that will minimize change orders.

1. Consultant will conduct geotechnical investigations at each station site to a maximum boring depth of ten (10) feet for a Dynamic Cone Penetrometer test.

2. A maximum of twenty-two (22) soil exploration borings to a maximum depth of fifteen (15) feet or reasonable auger refusal will be performed. Standard Penetration Tests will be collected at discrete intervals and soil samples will be collected using conventional split-spoon sampling (as required). Soil laboratory tests shall consist of moisture contents, plasticity index tests, sieve analysis and swell tests. All borings shall be backfilled with auger cuttings and patched with concrete and/or "cold-mix" asphaltic-concrete material.

3. A maximum of fourteen (14) bulk subgrade samples shall be collected from selected boring locations for CBR testing.

Minor, temporary traffic control will be performed for the drilling activities, and is limited to signs, cones, and barricades. Lane closures or after-hours/night/weekend drilling operations are not part of this scope.

4. The City shall provide assistance or permissions/permits for to allow for the boring operations.

5. No retaining wall borings or global stability analysis is included in this scope.

6. Pavement design is not included in this scope other than matching existing / TxDOT standard pavement section. Assume existing pavement details will be provided, and existing structure will be utilized.

7. A Geotechnical report shall be provided, and a maximum of two (2) copies are included in this scope of services.

1.2.03 Environmental Issues

1. Coordination activities with the City's environmental consultant will encompass a maximum of two (2) meetings. Testing, analysis, and specific investigations for contaminated soil are not part of this scope.

2. Environmental permitting, investigations, coordination, and other environmental-related activities (such as noise and vibration analysis, mitigation measures, remediation plans, etc.) are not part of this scope.

1.2.04 Surveys

The designer shall provide topographic, horizontal surveys and denote apparent ROW lines, limited to in-line station sites only.

1. Consultant shall establish ground control with a minimum of two points at each location.

2. At intersections where in-line station platforms are planned, full topographic survey for the full ROW width will be performed 220' radius from the station, public ROW only, including all legs of intersections. This will include a maximum of twenty-three (23) sites.

3. Boundary survey of ROW is not part of this scope.

4. Consultant will prepare parcel plats for ROW acquisition for a maximum of 10 parcels.

5. Consultant will evaluate utility provided record drawings. No SUE activities are included in this scope of work.

1.2.05 Sidewalks

1. The City shall provide the Consultants with their current sidewalk gap analysis. A visual corridor survey of sidewalk discontinuities will be performed, and areas near proposed station sites will be noted in a brief summary report. This will include only the areas spanning the proposed station site to the nearest intersection. No detailed plan sheets will be shown for off-station (beyond 260 feet from station centerpoints) sidewalk improvements.

1.3 Geometrics Planning

1.3.01 Traffic – System

1. Striping plans for immediate station vicinity will be developed in accordance with TxDOT standards.
2. Existing turning movement count and all other traffic data will be collected by the City.
3. The City will be responsible for all traffic signal timing and Synchro modeling.
4. The design includes new pedestrian signals (APS and 8 per intersection) for existing traffic signals at intersections adjacent or closest to each BRT station. New signals, beacons and associated traffic signal warrant analyses are not part of this scope. Re-warranting of existing traffic signals is not part of this scope.

1.3.02 Civil – In-Line Station Sites

1. Prototypical site layout (schematic-level).
2. Preliminary plan layout of each station (23 total).
3. Consultant will note potential ROW encroachment at each platform
4. Identification of roadway modifications at platform locations.
5. Development of a maximum of 3 concepts/exhibits for the evaluation of Mesa Street for conversion to a typical urban boulevard roadway section. The consultant shall incorporate The Institute for Transportation Engineers' *Designing Walkable Urban Thoroughfares: A Context Sensitive Approach* and *Best Practices in New Urbanism*. A brief summation of findings will be developed, and a maximum of 3 meetings on the subject will be provided. Design of the corridor conversion is not included in this scope and will be handled with a supplemental agreement (if desired).

- i. Define Context areas within the corridor
 1. Likely Three known Context Areas
 2. Identify why the area is distinct, which Transect Zone meets the corridor description, and which CSS elements are within the universe of tools

Deliverables:

- One Field Visit for 2 personnel to define the context
- Corridor Map depicting Context Zones
- CSS Toolbox Matrix for the defined Zones

- ii. Develop Context Sensitive Design Parameters for 3 station areas
 3. Including roughly 600 feet of the corridor centered on the station and 150 feet of the intersecting block

Deliverables:

- Station Area CSS Design Concept
- Program of Projects for Each Station Area Concept with Planning Level Costs

- iii. Provide feedback during station design and corridor engineering pertaining to the implementation of CSS

Deliverables:

- Conduct up to two (2) Design reviews for each Station Area

6. The platform height of the inline stations shall be finalized during this stage; any alteration of platform height and associated changes are not part of this contract, and are will be handled as a supplement to this contract.

1.3.03 Civil – Downtown Transit Center Site

1. Transit center circulation plan for the RTS vehicles will be developed and presented in schematic form.
2. Consultant will prepare plan for one (1) RTS bay.

1.3.04 Construction Sequencing

1. Preparation of a construction sequencing plan, in coordination with the City, to identify the phases and sequence of construction.
2. Attend a maximum of one (1) meeting for development of the plan for this phase.

1.4 Utility & Drainage

1.4.01 Drainage – In-Line Station Sites

1. Preliminary plan layout of each station (23 total), with drainage flow directions noted.
2. Identification of existing drainage system impacts due to conflicts with station platforms will be noted.

1.4.02 Utility Services

No utility design services are included in this scope.

1.4.03 Utility Coordination

1. Consultant will evaluate/review record drawings produced by the utility companies. Identify utility companies in the project area, send project notification letters, and initiate contact. Coordinate with utility companies and acquire information on their existing facilities located within the project corridor. Prepare existing utility layout plans utilizing the topographic survey as base map and supplement the survey with other information provided by the utility companies.
2. Overlay proposed project improvements with existing utility layouts and determine potential utility conflicts. A potential utility conflict list will be created and provided to each utility company.
3. A maximum of six (6) utility meetings will be attended by consultant.
4. Utility Adjustment Design (Third Party) Coordination: Utilities determined to be in conflict with the project will be designed and adjusted by each of the utility companies with ownership of those facilities. This scope of work excludes any design associated with utility adjustments. Consultant will request, on behalf of the Owner, the relocation of utilities in conflict with the project and/or the inclusion of the utility relocation work as part of the project construction as described in the Project Scope. Consultant will request utility clearance letters from utilities having facilities in the project area. Utility plans, design, engineering, and SUE are not part of this scope.

1.5 Stations Architecture

1.5.01 Station Planning/Architecture – In-Line Station Sites

1. Prepare one (1) typical station platform layout. Layout will include the preliminary location of furniture, TVM and communication conduits, pedestrian elements such as handrails and bike racks. Locations of landscaping space will be noted.

1.5.02 Station Planning/Architecture – Transit Center Site

1. Platform layouts, special modifications, architectural elements, or changes to the station layout, bus bay modifications, finish, or configuration are not part of this scope, and if required, will be additional services.

1.5.03 Public Art Coordination

1. Provide input to selection criteria for the Public Art Committee's RFP for artist(s), which will be limited to the available space, guidelines as to types of elements (from a technical/impact basis), and prohibitions.
2. Serve on the review and selection panel for the artist, if requested by Public Art Coordinator, and coordinate the internal review of artwork at the Conceptual Design level.
3. Consultant, Public Art Coordinator, and the selected artists will collaborate on developing integrated art and architectural concepts as stated in the Public Art Ordinance 16324, sec 1. Purpose.
4. Coordinate with the Public Art Coordinator, attend meetings, and solicit input from the Community on the vision and objectives statements for art.
5. Team project manager and selected artists will collaborate with the Public Art Coordinator to obtain approval of the Art Design from the Public Art Committee.
6. Cost estimates for the art program or art elements are not part of this scope.
7. A maximum of four (4) meetings are included for Public Art Coordination.

1.6 Stations MEP & Foundation/Structural

Consultant will follow station design for Alameda.

1.6.01 Station Structural

1. Foundations concepts (spread footing or drilled shaft) will be provided for consideration and evaluation.
2. Structural concepts for the canopy and superstructure will be identified.

1.6.02 Station MEP/Communications – In-Line Station Sites

1. For the prototypical station, preliminary electrical conduit run layouts will be identified.
2. Typical piping for water (hose bibs for wash-down) will be laid-out.

1.6.03 Station MEP/Communications – Downtown Transit Terminal

1. MEP/Communications elements within the canopy will be shown as the typical configuration for the in-line stations.
2. City of El Paso to provide existing plans for transit centers.

1.7 Landscaping and Irrigation

1.7.01 Landscape – In-Line Station Sites

1. Conceptual landscaping schemes (maximum of three) will be developed for the station site, showing standard areas for planting and hardscape, for review and consideration.
2. Preliminary identification of applicable drought tolerant, water-wise plantings. City of El Paso to provide approved (City and TxDOT) tree and planting lists.
3. Irrigation requirements will be identified for the prototypical station.

1.8 Systems – Concepts

1. Consultant will develop a preliminary design for the necessary communications link between the TVMs and the central data system
2. Provide preliminary plans and configuration for a secure broadband wireless network system for CCTV video and TVM data. Interconnect to the fiber-optic backbone is also part of this scope.
3. Preliminary layout of variable message signs. These will be the current signs utilized by the City, and this scope does not include evaluation or implementation of other technologies.
4. Preliminary design of a Closed Circuit Television (CCTV) system for platform monitoring. Security surveillance video feed shall go to new administration building on Montana & Lorne. Selection of CCTV equipment is not part of the scope.
5. Vehicle procurement support is not part of this scope.

1.9 Public Outreach

Public Involvement

The consultant shall attend a maximum of six (6) public meetings for an outreach program for the project. Consultant shall prepare and present presentation materials (PowerPoint, renderings, site plans, etc.), and City of El Paso will coordinate and schedule the meetings. Consultant shall answer any technical questions regarding project and design documents.

1.9.01 – Public Meeting Participation

1. Consultant will note comments made by the public, and draft a response to the comments and provide to the City. The City will issue any comment responses.
2. Consultant will provide exhibits of the corridor, prototypical platforms, and identified ROW impacts. Public meeting support for translation services, court reporting, and sign language services are not included in this scope.

1.9.02 – Public Meeting Arrangement

1. City of El Paso will provide public notices, advertising, and secure the sites for the public meetings.

Deliverables:

Preliminary Design:

Upon the completion preliminary design phase, the designer shall submit ten (10) copies of the preliminary design documents and cost estimates for approval. If the Owner does not approve the preliminary design documents, the designer shall furnish five (5) copies of the resubmitted design documents. The consultant shall also submit electronic files of the deliverables that includes CADD and pdf versions. During this phase the consultant shall conduct, at a minimum, monthly progress meetings. Drawings will be on 11"x17" paper.

Reproduction

The City will provide a Purchase Order for the reproduction of all submittals mentioned on this scope. The designer shall be responsible to coordinate all printing for the different phases and for code review requirements. For bidding consultant shall be responsible for coordinating the printing of the El Paso Water Utilities improvements or any other affected utility drawings and include them in construction drawing bidding sets.

2.0 Pre-Final Design Phase

2.1 Project Management

2.1.01 Cost Control

The Consultant shall prepare and submit a monthly invoice, including all back-up documents, and a Cost Report in the format and level of detail as specified by City of El Paso. The Cost Report shall include cost data regarding: original budget, current budget (original + approved modifications) actual cost for the period, actual cost to date, earned value, estimate to complete, estimated cost at completion, and the variance between current budget and estimate at completion.

The Consultant shall submit each Monthly Invoice and Cost Report electronically (include a hardcopy of invoice) with the monthly Schedule Update

2.1.02 Schedule Control

The Consultant shall prepare and maintain a schedule that ensures the timely completion of all major milestones and activities. Primavera Project (P6) shall be used as the project scheduling software.

2.1.02.1 Baseline Schedule

The Consultant shall prepare and submit, if requested, a re-cast Baseline Schedule, based on any adjustments in the program resulting from the Preliminary Phase.

2.1.02.2 Monthly Schedule Updates

No monthly update shall be provided during this phase.

2.1.03 Monthly Project Review

Consultant shall attend up to three (3) monthly project meetings maximum, for general project discussion and information dissemination.

2.1.04 Interagency/Consultant Coordination

The consultant shall provide support to City of El Paso related to Interagency/Consultant coordination and shall coordinate directly with these groups with guidance from the City of El Paso. Preparation of Memoranda of Understanding, Inter-local agreements, or utility agreements are not part of this scope.

2.1.05 Quality Assurance/Quality Control Plan/Comment Resolution

1. Consultant will perform internal QA/QC through review by qualified personnel.
2. Consultant will review, respond to, and incorporate (if appropriate) comments received from previous phase of work. A record of comment resolutions will be provided to the City.

2.1.06 Design Reviews

In addition to continuous monitoring throughout the project, progress and products may be reviewed by the City of El Paso and others at comprehensive design reviews sponsored by the City of El Paso. The Consultant shall submit a schedule for establishing milestone dates for approval through City of El Paso. Reviews will focus on constructability, maintainability, cost effectiveness, life cycle cost, user safety, aesthetics, user convenience and community acceptance. The review shall include, but not be limited to, assumptions, standards, codes, plans, design concepts, and

cost estimates. The Consultant shall be the key participant in Design Review and respond to review comments. (1 meeting)

2.1.07 Change Control

The Consultant shall provide City of El Paso with notification of any proposed change to the baseline design from any source (including the City of El Paso) and provide estimates of the design cost, construction cost and project schedule impact for each request. Variations outside of approved scope elements will be considered as additional services and shall be subject to a change order.

2.1.08 Document/CADD Control

The Consultant shall control project documentation involving subconsultant.

2.1.09 Design Analysis:

The designer shall perform design analysis to ensure compliance with the prevailing standard of care for engineering work. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

2.1.10 Value Engineering

Conducting, or participating in a Value Engineering session/workshop, either formally or informally, by the Consultant is not part of this scope.

2.1.11 Cost Estimates

1. Consultant will provide a Statement of Probable Cost at the conclusion of this phase.
2. A draft set of specifications will be provided with the Pre-Final Design package.

2.1.12 Construction Sequencing/Schedule

1. Preparation of a construction sequencing plan, in coordination with the City, to identify the phases and sequence of construction.
2. Preparation of an approximate construction schedule based on the sequencing developed in coordination with the City, to include phase progression and general timeline.
3. Attend a maximum of two (2) meetings for development of the plan for this phase.

2.2 Utility Coordination

Utility Services

No utility design services are included in this scope.

2.2.01 Utility Coordination

1. Review utility-provided information. SUE activities are not included in this scope.
2. The potential utility conflict list will be refined through coordination with each utility company, and adjust the existing utility layouts based on information provided by the utility companies.
3. A maximum of two (2) utility meetings will be attended by consultant (in this phase).
4. Utility plans, design, and engineering are not part of this scope.
5. Traffic control and construction sequencing for utility purposes, including modifications to the design plans, are not part of this scope.

2.3 Traffic Signals & Lane Configuration

1. Signing and striping concepts will be developed for immediate station vicinity.
2. Temporary traffic control plans and pedestrian control plans will be shown for each station (23 sites). The City shall provide any information as to known restrictions of construction activity (proximity to sensitive sources, etc.) to Consultant during the Preliminary Design Phase.
3. LAN will examine the feasibility of queue jumps at the Mesa Street at Argonaut intersection and one other location (to be determined in discussions with City staff). The City will conduct and provide current turning movement counts. This will be an analysis using traffic simulation software and edge of pavement drawings only, no design efforts are included.
4. The design includes new pedestrian signals (APS and 8 per intersection) for existing traffic signals at intersections adjacent or closest to each BRT station. New signals, beacons and associated warrants are not part of this scope. Re-warranting of existing signals is not part of this scope.

2.4 Civil / Drainage Design

2.4.01 Civil – In-Line Station Sites

1. Prototypical site layout and configuration of civil elements to include platform, curbing, transitions, and ADA compliant pedestrian elements, for level-boarding platform height.
2. Review of prototypical layout for inclusion at a maximum of twenty-three (23) platform locations. Minor adjustments to flatwork/tie-ins to each site will be included. Retaining walls (other than minor retaining walls three (3) feet in height or less), specialized site elements are not included.
3. Development and analysis of line-of-site triangles for adjacent access points will be developed for a maximum of 23 sites.
4. Develop preliminary local drainage areas. Perform analysis of existing drainage conditions at each of the proposed station locations to define potential for area flooding, localized flooding, and/or drainage problems, and compute peak runoff for the design of project improvements. The drainage analysis excludes study/design of storm water management systems and/or improvements not associated with the proposed station improvements.
5. Plan layout of each station (23 total), to include stationing, elevations of critical points, with drainage flow directions noted.
6. One (1) section for each station (23) will be developed showing elevations, offsets, widths, and approximate ROW locations.
7. Incorporation of City of El Paso standard detail for bus pads. Modifications will only encompass length and width. Design of the pavement structure is not included in this scope.
8. Development of project layout sheets to identify project and station locations.
9. Roadway modifications at platform locations will be limited to minor widening (with a pavement design provided by the City of El Paso) and curb transitions (1'-2' offset from existing), with associated striping for 23 locations. No roadway reconstruction is included in this scope. Roadway modifications include removing or modifying bulb outs at corners and similar modifications.
10. A bus pullout detail will be developed as a stand-alone exhibit. Inclusion at individual sites and associated impact mitigation, if desired, is not part of this scope of work.
11. Storm water pollution prevention plans (SW3P) and details will be included for each of the 23 locations, along with a general SW3P narrative and standard details as provided by the City of El Paso, or TxDOT.

12. Evaluate Drainage Impacts: Investigate existing storm outfalls and/or other systems in the vicinity of the project areas, evaluate their capacity and using the peak runoff computed for improvements, determine impact to those systems and/or if they can accept additional runoff from project areas. Make recommendations for feasible connections to existing nearby storm sewer systems. Hydraulic calculations, drainage areas, water harvesting, stormwater detention, and inlet/storm drain design are not included in this scope of work.

13. No plan sheets will be shown for off-station sidewalk improvements; if required, this will be additional services.

2.4.02 Civil – Transit Center Site

1. Any design plans for the modification of existing platforms, demolition plans, pedestrian control, traffic control, etc., are not part of this scope, and will be additional services if required.

2. Design plans for pedestrian access to the RTS platforms to include ADA compliant facilities and way-finding/marketing signage are not part of this scope.

2.5 Stations Architecture

2.05.01 Station Planning/Architecture – In-Line Station Sites

1. Identify and present a maximum of three (3) options for each: benches/seating, leaning rails, bike racks, and hand rails, in a maximum of two (2) meetings.

2. Prepare specifications for City of El Paso preferred options for site furniture.

3. Upon selection of preferred station scheme (from those presented in the Preliminary Design Phase), typical elevations and section details will be developed for the identification of superstructure locations of signage, security cameras, lighting, message signs, and communication infrastructure. This will include a maximum of four (4) sheets. The selected concept will be consistent throughout the corridor, and structural or configuration modifications are not part of this scope.

4. Locations for public art will be identified and noted on one (1) plan sheet and will be standard for all stations.

5. As this project will not meet current requirements for LEED certification consideration, no such activities are included in this scope.

6. Modifications of the selected prototypical station to include context sensitive elements will be included for a maximum of three (3) schemes. Based on site constraints each station layout will be configured based on modular canopy concepts.

7. Pedestrian Lighting options: Selected prototypical lighting option for the station area and selected prototypical lighting option for pedestrian approaches (200' each side) will be developed for each station site.

2.5.02 Station Planning/Architecture – Transit Center Site

1. Designs, modifications, architectural elements, or changes to the existing station layout, finish, or configuration are not part of this scope, and will be additional services if necessary.

2.5.03 Public Art Coordination

1. Consultant will identify available opportunities/spaces for public art, along with any restrictions/prohibitions (based on technical criteria).
2. Consultant, Public Art Coordinator, and the selected artists will collaborate on developing integrated art and architectural concepts as design elements progress.
3. Cost estimates for the art program or art elements are not part of this scope.
4. A maximum of four (4) meetings are included in this scope.

2.5.04 ADA Compliance and Requirements

1. During Pre-final design, an ADA consultant certified to perform plan review and inspections for ADA, T.A.S, and Texas Department of Licensing and Regulation requirements, will review the Pre-Final Design Plans and provide comments to be included in the Final Design.
2. Design waiver preparation, if any, are not part of this scope

2.6 Stations MEP & Foundation/Structural

2.6.01 Station Structural

1. For the prototypical station, structural design and details for the platform will be provided.
2. Foundations options (spread footing or drilled shaft) provided during the Preliminary Engineering Phase and the selected option will be designed to support the station superstructure elements.
3. Structural design for the canopy and superstructure will be performed and details provided for supports, connections, and frame elements.
4. Special structural designs and options due to varying subsurface conditions (soils, utilities), or unique positioning of the site (building proximity, etc.) are not included in this scope.
5. Retaining wall design is not included in this scope other than for minor retaining walls three (3) feet in height or less.

2.6.02 Station MEP/Communications – In-Line Station Sites

1. For the prototypical station, electrical conduit run layouts will be provided, and load and wiring requirements will be shown and located to service lighting, TVM, and dynamic signage.
2. Typical communications locations, conduit, and loading will be identified on the plans for the inclusion of other necessary communications equipment. All hardware and specific electronics, including the AVL system, TVMs, CCTVs, message signs, etc., are not included in the design, drawings or specifications of this contract.
3. Upon selection of the lighting options from the Preliminary Phase, plan locations and specifications for the fixtures will be included in the plans.
4. Plans for each platform (23) will be developed to identify and layout the necessary off-platform connections to water, electric, and communication equipment cabinets. This will be a maximum of two (2) sheets per site. No wireless network interfaces with Sun Metro City systems are included in this scope.
5. Off project site improvements or designs for communication systems, pole mounts, wi-fi, and interfaces, or modifications at City or Sun Metro facilities are not included in this contract.

6. Information/plans/details on existing infrastructure (cable/conduit) along the RTS corridor shall be provided by the City.
7. For a prototypical configuration, Consultant will design a data communication link required for the TVM to communicate with the City's central data system. Modifications to City infrastructure are not included in this scope.

2.7 Landscaping and Irrigation

1. A prototype landscaping scheme will be developed (from the selected option in the preliminary phase) for the station site, showing standard areas for planting and hardscape. Hardscape options will be provided for review and approval of the City of El Paso.
2. Design will include drought tolerant, water-wise plantings, which will be specified for uniform application throughout the corridor, based on City-provided approved lists.
3. Custom landscape schemes are not part of this scope; however, up to eighteen (18) minor modifications to the selected scheme is included in this scope.
4. Irrigation plans for the prototypical station layout will be provided using a sub-surface system. Plan layouts and details will be included.

2.8 ITS Design

1. Consultant will design the necessary communications link between the TVMs and the central data system.
2. Provide plans and configuration for a secure network system for CCTV video and TVM data.
3. Layout of variable message signs. These will be the current signs utilized by the City, and this scope does not include evaluation or implementation of other technologies.
4. Design of a Closed Circuit Television (CCTV) system for platform monitoring.
5. Vehicle procurement support is not part of this scope.

2.9 Public Outreach

Public Involvement

The consultant shall attend a maximum of six (6) public meetings for an outreach program for the project. Consultant shall prepare and present presentation materials (powerpoint, renderings, site plans, etc.), and City of El Paso will coordinate and schedule the meetings. Consultant shall answer any technical questions regarding project and design documents.

2.9.01 – Public Meeting Participation

1. Consultant will note comments made by the public, and draft a response to the comments and provide to the City. The City will issue any comment responses.
2. Consultant will provide exhibits of the corridor, prototypical platforms, and identified ROW impacts. Public meeting support for translation services, court reporting, and sign language services are not included in this scope.

2.9.02 – Public Meeting Arrangement

1. City of El Paso will provide public notices, advertising, and secure the sites for the public meetings.

Deliverables:

Pre-Final Design:

Upon the completion of pre-final design phase, the designer shall submit ten (10) copies of the pre-final design phase documents. If the Owner does not approve the pre-final design documents, the designer shall submit five (5) copies of the resubmitted pre-final design documents. Additionally, the designer should submit three (3) copies of the Specifications and three (3) copies of the design analysis. The consultant shall also submit electronic files of the deliverables that includes CADD and pdf versions. During this phase the consultant shall conduct, at a minimum, monthly progress meetings. Drawings will be on 11"x17" paper.

Specifications:

All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The City of El Paso will provide Consultant with the latest version of the City's standard specifications.

Reproduction

The City will provide a Purchase Order for the reproduction of all submittals mentioned in this scope. The designer shall be responsible to coordinate all printing for the different phases and for code review requirements. For bidding consultant shall be responsible for coordinating the printing of the El Paso Water Utilities improvements or any other affected utility drawings and include them in construction drawing bidding sets.

3.0 Final Design Phase

3.1 Project Management

3.1.01 Cost Control

The Consultant shall prepare and submit a monthly invoice, including all back-up documents, and a Cost Report in the format and level of detail as specified by City of El Paso. The Cost Report shall include cost data regarding: original budget, current budget (original + approved modifications) actual cost for the period, actual cost to date, earned value, estimate to complete, estimated cost at completion, and the variance between current budget and estimate at completion.

The Consultant shall submit each Monthly Invoice and Cost Report electronically (include a hardcopy of invoice) with the monthly Schedule Update

3.1.02 Schedule Control

The Consultant shall prepare and maintain a schedule that ensures the timely completion of all major milestones and activities. Primavera Project (P6) shall be used as the project scheduling software.

3.1.02.1 Baseline Schedule

The Consultant shall prepare and submit, if requested, a re-cast Baseline Schedule, based on any adjustments in the program resulting from the Pre-Final Phase

3.1.02.2 Monthly Schedule Updates

A written monthly report that addresses any schedule issues and proposed recovery actions required to correct them shall be provided.

3.1.03 Monthly Project Review

Consultant shall attend up to two (2) monthly project meetings maximum, for general project discussion and information dissemination.

3.1.04 Interagency/Consultant Coordination

The consultant shall provide support to City of El Paso related to Interagency/Consultant coordination and shall coordinate directly with these groups with guidance from the City of El Paso. Preparation of Memoranda of Understanding, Inter-local agreements, or utility agreements are not part of this scope.

3.1.05 Quality Assurance/Quality Control Plan/Comment Resolution

1. Consultant will perform internal QA/QC through review by qualified personnel.
2. Consultant will review, respond to, and incorporate (if appropriate) comments received from previous phase of work. A record of comment resolution will be provided to the City.

3.1.06 Design Review

In addition to continuous monitoring throughout the project, progress and products may be reviewed by the City of El Paso and others at comprehensive design reviews sponsored by the City of El Paso. Reviews will focus on constructability, maintainability, cost effectiveness, life cycle cost, user safety, aesthetics, user convenience and community acceptance. A final review will occur at the completion of final engineering plans, specifications and cost estimates. The review shall include, but not be limited to, assumptions, standards, codes, plans, design concepts, and cost estimates. The Consultant shall be the key participant in Design Review and respond to review comments. (1 meeting)

3.1.07 Change Control

The Consultant shall provide City of El Paso with notification of any proposed change to the baseline design from any source and provide estimates of the design cost, construction cost and project schedule impact for each request. Variations outside of approved scope elements will be included in a supplemental to this scope.

3.1.08 Document/CADD Control

The Consultant shall control project documentation involving subconsultant.

3.1.09 Design Analysis:

1. The designer shall perform design analysis for each project to ensure compliance with the prevailing standard of care for engineering work. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

3.1.10 Value Engineering

1. Conducting, or participating in a Value Engineering session/workshop, either formally or informally, by the Consultant is not part of this scope.

3.1.11 Cost Estimates

1. Consultant will provide a Statement of Probable Cost at the conclusion of this phase.
2. A set of specifications will be provided with the Final Design package.

3.1.12 Construction Sequencing

1. Preparation of a construction sequencing plan, in coordination with the City, to identify the phases and sequence of construction.
2. Attend a maximum of one (1) meeting for development of the plan for this phase.

3.2 Utility Coordination

3.2.01 Utility Services

No utility design services are included in this scope.

3.2.02 Utility Coordination

1. A maximum of two (2) utility meetings will be attended by consultant (in this phase).
2. Consultant will insert any joint-bid utilities into the bid package. Plans, specifications, quantities, and estimates for joint-bid utilities will be the responsibility of others, and are not a part of this scope.
3. Utility plans, design, and engineering are not part of this scope.
4. Traffic control and construction sequencing for utility purposes, including modifications to the design plans, are not part of this scope.

3.3 Traffic Signals & Lane Configuration

1. Signing and striping plans developed in the Pre-Final Phase will be finalized.
2. Temporary traffic control plans and pedestrian control plans will be completed for each station site (23 sites).

3.4 Civil / Drainage Design

3.4.01 Civil – In-Line Station Sites

1. Final prototypical site layout and configuration of civil elements to include platform, curbing, transitions, and ADA compliant pedestrian elements, for level-boarding platform height.
2. Final station site grading plans (with flow directions).
3. Preparation of one (1) TxDOT Design Exception for the elevated platform. One "blanket" document is assumed. Design exceptions for multiple locations will be handled under a supplement to this contract.
4. Plan layout of each station (23 total), to include stationing, elevations of critical points, with drainage flow directions noted.
5. One (1) section for each station (23) will be developed showing elevations, offsets, widths, and approximate ROW locations.
6. Finalize minor roadway modifications at platform locations (1'-2' offset from existing), with associated striping for 23 locations. Inclusion at individual sites and associated impact mitigation, if desired, is not part of this scope of work.

7. Final storm water pollution prevention plans (SW3P) and details will be included for each of the 23 locations, along with a general SW3P narrative and standard details as provided by the City of El Paso, or TxDOT.

8. Evaluate Drainage Impacts: Investigate existing storm outfalls and/or other systems in the vicinity of the project areas, evaluate their capacity and using the peak runoff computed for improvements, determine impact to those systems and/or if they can accept additional runoff from project areas. Make recommendations for feasible connections to existing nearby storm sewer systems. Hydraulic calculations, external drainage areas, water harvesting, stormwater detention, and inlet/storm drain design are not included in this scope of work.

9. Sidewalk design and details for off-station sidewalk improvements are not included in this scope, and if required, will be an additional service.

3.4.02 Civil – Westside Transit Center Site

Any design plans for the modification of existing platforms are not part of this scope, and will be additional services.

3.5 Stations Architecture

3.5.01 Station Planning/Architecture – In-Line Station Sites

1. Incorporate selected benches/seating, leaning rails, bike racks, and hand rails into station site plans, and include necessary details.
2. Prepare specifications for City of El Paso preferred options for site furniture.
3. Finalize one (1) typical station platform layout, to include the location of furniture, TVM and communication conduits, pedestrian elements such as handrails and bike loops. Locations of landscaping space will be noted.
4. Develop final plans for selected superstructure and canopy. This will include materials and finishes. Shade studies, renderings, modeling, and community presentations are not part of this scope.
5. Final typical elevations and section details including the superstructure locations of signage, security cameras, lighting, message signs, and communication infrastructure. This will include a maximum of four (4) sheets. Special branding accommodations and structural or configuration modifications are not part of this scope.
6. Locations for public art will be identified and noted on one (1) plan sheet and will be standard for all stations.
7. As this project will not meet current requirements for LEED certification consideration, no such activities are included in this scope.
8. Finalize station architecture plans developed in Pre-Final Phase.

3.5.02 Station Planning/Architecture – Westside Transit Center Site

1. Westside Transit center architecture, layouts, or modifications are not part of this scope, and if necessary will be additional services.
2. Special modifications, architectural elements, or changes to the station layout, finish, or configuration are not part of this scope.

3.5.03 ADA Compliance and Requirements

1. During final design, an ADA consultant certified to perform plan review and inspections for ADA, T.A.S, and Texas Department of Licensing and Regulation

requirements, will review the Final Design Plans prior to assembling the bid package.

2. Design waiver preparation, if any, are not part of this scope.

3.5.04 Public Art Coordination and Incorporation

1. Consultant will insert any necessary sheets for joint-bid public art into the plan set. Cost estimates for the art program or art elements are not part of this scope.

2. Locations of art features or areas reserved for public art will be noted on the architectural plans.

3.6 Stations MEP & Foundation/Structural

3.6.01 Station Structural

1. For the prototypical station, structural design and details for the platform will be finalized.

2. Foundations will be designed to support the station superstructure elements.

3. Structural design for the canopy and superstructure will be performed, and details provided for supports, connections, and frame elements.

4. Special structural designs and options due to varying subsurface conditions (soils, utilities), or unique positioning of the site (building proximity, etc.) are not included in this scope.

3.6.02 Station MEP/Communications – In-Line Station Sites

1. Final plans for the electrical conduit run layouts will be provided, and load and wiring requirements will be shown and located to service lighting, TVM, and dynamic signage (internal to platform).

2. Typical communications locations, conduit, and loading will be identified on the plans for the inclusion of other necessary communications equipment. All hardware and specific electronics, including the AVL system, TVMs, CCTVs, message signs, etc., are not included in the design, drawings or specifications of this contract.

3. Plan locations and specifications for lighting fixtures will be finalized.

4. Plans for each platform (29) will be developed to identify and layout the necessary off-platform connections to water, electric, and communication equipment cabinets. This will be a maximum of two (2) sheets per site. No wireless network interfaces with Sun Metro City systems are included in this scope.

6. Off project site improvements or designs for communication systems, pole mounts, wi-fi, and interfaces, or modifications at City or Sun Metro facilities are not included in this contract.

7. For a prototypical configuration, Consultant will design a data communication link required for the TVM to communicate with the City's central data system. Modifications to City infrastructure are not included in this scope.

3.6.03 Station MEP/Communications – Transit Center (one only)

MEP/Communications elements are not part of this scope of work.

3.7 Landscaping and Irrigation

3.7.01 Landscape – In-Line Station Sites

1. Final standard landscaping scheme for the station site, showing standard areas for planting and hardscape.
2. Plans for plantings, locations, and performance specifications of drought tolerant elements will be included.
3. Custom landscape schemes are not part of this scope; however, up to eighteen (18) minor modifications to the selected scheme is included in this scope.
4. Irrigation plans for the prototypical station layout will be provided using a sub-surface system. Plan layouts and details will be included.
5. If required, details, piping, and connections for recycled water will be included as a supplement to this scope of work.

3.8 ITS Design

1. Consultant will finalize for the communications link between the TVMs and the central data system.
2. Final plans and configuration for a secure broadband wireless network system for CCTV video and TVM data. Interconnect to the fiber-optic backbone is not part of this scope.
3. Layout of variable message signs. These will be the current signs utilized by the City, and this scope does not include evaluation or implementation of other technologies.
4. Final design of a Closed Circuit Television (CCTV) system for platform monitoring.
5. Vehicle procurement support is not part of this scope

3.9 Public Outreach

Public Involvement

The consultant shall attend a maximum of six (6) public meetings for an outreach program for the project. Consultant shall prepare and present presentation materials (PowerPoint, renderings, site plans, etc.), and City of El Paso will coordinate and schedule the meetings. Consultant shall answer any technical questions regarding project and design documents.

2.9.01 – Public Meeting Participation

1. Consultant will note comments made by the public, and draft a response to the comments and provide to the City. The City will issue any comment responses.
2. Consultant will provide exhibits of the corridor, prototypical platforms, and identified ROW impacts. Public meeting support for translation services, court reporting, and sign language services are not included in this scope.

2.9.02 – Public Meeting Arrangement

1. City of El Paso will provide public notices, advertising, and secure the sites for the public meetings.

Deliverables:

Final Design:

Upon the completion of final design phase, the designer shall furnish to the Owner ten (10) copies of final design documents and specifications for review. After the review, the

designer shall submit to the Owner three (3) copies for the final revised design documents and specifications for final check. Upon the approval of the final design documents, the designer should furnish the Owner thirty (30) copies of the final design documents and specifications for bidding. The consultant shall also submit electronic files of the deliverables that includes CADD and pdf versions.

Specifications:

All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The City of El Paso will provide Consultant with the latest version of the City's standard specifications

Reproduction

The City will provide a Purchase Order for the reproduction of all submittals mentioned in this scope. The designer shall be responsible to coordinate all printing for the different phases and for code review requirements. For bidding consultant shall be responsible for coordinating the printing of the El Paso Water Utilities improvements or any other affected utility drawings and include them in construction drawing bidding sets.

4.1 Bidding Services

1. Consultant will work in partnership with City personnel to determine bid period and date.
2. Consultant will provide, to the City, responses to all questions from perspective bidders
3. Attendance at a pre-bid conference (1 meeting)
4. Preparation of addenda, if necessary. A maximum of two (2) bid addendums are covered in this scope.
5. Assist City in evaluating bids and re-bidding if required.
6. Consultant will provide objective recommendations concerning the acceptability of subcontractors, based on data and documents contained within the submissions provided in the bidding process. Consultant will not provide subjective input based on elements or experiences of the Consultant with any proposing contractors.

4.2 Construction Phase Services

4.2.01 Survey

1. Construction staking is not part of this scope.
2. No survey, staking, or ROW activities will be performed for the transit centers.

4.2.02 Construction Observation Services

1. Consultant shall attend the pre-construction meeting, and act as a resource to the City.
2. Consultant will review, submittals and shop drawings and provide responses.
3. Consultant will provide written answers to requests for information (RFI's).
4. The Consultant will review change orders.
5. The Consultant will conduct periodic site visits and provide written observation reports to the Owner (maximum of 26 under this scope).
6. The Consultant shall participate on the punch list walk thru, and schedule an ADA consultant review prior to this activity.
7. The Consultant shall sign-off on construction closeout documents (for general conformance with design intent only).

8. The Consultant will not provide inspection services, and the City understands that the Consultant does not assume any responsibility for job site safety, and nothing that Consultant or Consultant's representative may do or say, shall cause any responsibility for job site safety to be incurred.

9. The Consultant will incorporate contractor provided record as-built plans, and provide record drawings, both hard copies and electronic format CDs (including specifications and all attachments).

5.0 PROJECT SCHEDULE:

Preliminary Design Phase:	105 calendar days
Pre-Final Design Phase:	80 calendar days
Final Design Phase:	40 calendar days

ATTACHMENT B

Phase / Firm	LAN	SSW	LTK	CDA	Mci	FXSA	Totals
PE Phase	326,085	9,940	59,084	16,696	131,727	158,500	\$ 702,032
Pre Final	198,742	12,251	65,997	19,220	80,883		\$ 377,094
Final Design	105,198	11,495	39,069	37,860	60,445		\$ 254,067
Subtotal LS	630,025	33,686	164,150	73,776	273,056	158,500	\$ 1,333,193
Bid & Construction	55,186	7,451	31,227	25,324	28,409		\$ 147,598
Total Fee	685,211	41,138	195,377	99,100	301,465	158,500	\$ 1,480,791

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "MESA CORRIDOR RAPID TRANSIT SYSTEM (MESA CORRIDOR RTS)" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT PHASE

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

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

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

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

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

PHASE I - PRELIMINARY DESIGN PHASE

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

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

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

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

Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

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

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

BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the

engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

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

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

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.
6. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
7. 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.
8. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
9. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
10. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
11. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
12. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

13. 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.
14. 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.
15. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
16. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

RESIDENT PROJECT SERVICES

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

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "MESA CORRIDOR RAPID TRANSIT SYSTEM (MESA CORRIDOR RTS)" hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **ONE MILLION FOUR HUNDRED EIGHTY THOUSAND SEVEN HUNDRED NINETY ONE AND 00/00 DOLLARS (\$1,480,791.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

	Fixed fee Payment to Consultant
Report Phase	\$N/A
Preliminary Design Phase	\$702,032.00
Pre-Final Design Phase	\$377,094.00
Final Design Phase	\$254,067.00

Bidding Phase	Time and Materials Proposal Estimated Amount	\$40,000.00
Construction Phase	Time and Materials Proposal Estimated Amount	\$107,598.00

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

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

DELIVERABLE SCHEDULE

REPORT PHASE

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

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **fifteen copies** of any required documents and opinion of probable construction costs shall be submitted within **105 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten copies** the required documents and services shall be submitted within **80 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **40 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **thirty copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **3 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **three copies** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

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



CERTIFICATE OF LIABILITY INSURANCE 1/1/2012

DATE (MM/DD/YYYY)
5/13/2011

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	NAIC # 20443
	INSURER B: Valley Forge Insurance Company	20508
	INSURER C: St Paul Fire and Marine Insurance Co	24767
	INSURER D: National Fire Insurance Co of Hartford	20478
	INSURER E:	
	INSURER F:	

INSURED
1079765 LOCKWOOD, ANDREWS & NEWNAM, INC.
ATTN: MR. DON SCHUETZ
2925 BRIARPARK DRIVE
HOUSTON TX 77042

COVERAGES LEAD01 PC CERTIFICATE NUMBER: 11289377 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	1015651942	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea 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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y	N	1015651956	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	UMBRELLA LIAB EXCESS LIAB	N	N	QK08001046	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1015651973 (AOS) 1063334422 (CA) 2076231879 (DC)	1/1/2011 1/1/2011	1/1/2012 1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
CITY OF EL PASO MESA CORRIDOR RAPID TRANSIT SYSTEM (RTS) - DOWNTOWN TRANSIT CENTER TO WESTSIDE TRANSIT TERMINAL.
THE CITY OF EL PASO, ITS PARTNERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS TO GENERAL AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

<p>11289377</p> <p>CITY OF EL PASO ENGINEERING AND CONSTRUCTION MANAGEMENT ATTN: SAMUEL RODRIGUEZ ENGINEERING DIVISION MANAGER 2 CIVIC CENTER PLAZA, 4TH FLOOR OF CITY HALL EL PASO TX 9901</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
---	---



POLICY NO. C 1015651942

**BLANKET ADDITIONAL INSURED - OWNERS,
LESSEES OR CONTRACTORS - WITH PRODUCTS-COMPLETED
OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

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

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf
 in the performance of your ongoing operations specified in the "written contract"; or
 - c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
 - a. Required by the "written contract";
 - b. Described in B.1. above; or
 - c. Afforded to you under this policy.
3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract,"

this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V - DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury"
 for which the additional insured seeks coverage under this Coverage Part.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CHANGES -- NOTICE OF CANCELLATION
OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

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

SCHEDULE

1. Number of days advance notice: 30

Lockwood, Andrews and Newnam, Inc. -- Policy #1015651942

2. Name: The City of El Paso
3. Address: Attn: City Manager
2 Civic Center Plaza
El Paso, TX 79901



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

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

SCHEDULE

1. Number of days advance notice: 30

Lockwood, Andrews and Newnam, Inc. – Policy #1015651942

2. Name: The City of El Paso

3. Address: Attn: City Engineer
2 Civic Center Plaza
El Paso, TX 79901

COMMERCIAL AUTO
CA 20 48 02 99

Policy Number: C1015651956

THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modified insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

SCHEDULE

Name of Person(s) or Organization(s):
AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



Policy #C1015651956

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION BY US
NOTICE TO DESIGNATED PERSONS**

This endorsement modifies insurance provided under the following:

THE COMMON POLICY CONDITIONS OF THE BUSINESS AUTO COVERAGE FORM

The following is added to Paragraph A. **CANCELLATION**:

- A. 7. In the event we cancel your policy in accordance with your policy's terms and conditions, we will endeavor to mail written notice of cancellation to the designated persons named below within the stated time frames. However, failure to mail such notice shall impose no obligation or liability of any kind upon us, our agents or representatives.
 - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium, or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.

Designated Person(s):

Address:

- | | |
|---|----------------------|
| 1. The City of El Paso, Attn: City Manager | 2 Civic Center Plaza |
| | El Paso, TX 79901 |
| 2. The City of El Paso, Attn: City Engineer | 2 Civic Center Plaza |
| | El Paso, TX 79901 |

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(x) Blanket Waiver

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

2. Operations:

3. Premium

The premium charge for this endorsement shall be 5 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

40206065950310001161850741257

ENDORSEMENT
THIS ENDORSEMENT
IS A PART OF THE
POLICY TO WHICH IT IS
ATTACHED AND IS
EFFECTIVE ONLY IF
THE POLICY IS IN
FORCE AND THE
TERMS AND
CONDITIONS OF THE
POLICY ARE ACCEPTED
BY THE INSURED AND
THE INSURANCE COMPANY.
IF THE POLICY IS
CANCELLED OR
RENEWED, THIS
ENDORSEMENT SHALL
BE NULL AND VOID.
INSURANCE COMPANY
11/11/00

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. WC115651973

Endorsement No.
Premium \$

Insurance Company

Countersigned by

Carol J. [Signature]

Policy #WC115651973

G-20472-A
(Ed. 10/93)



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

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

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

Schedule

1. Number of days advance notice: **30**
2. Notice will be mailed to:

The City of El Paso
Attn: City Manager
2 Civic Center Plaza
El Paso, TX 79901

The City of El Paso
Attn: City Engineer
2 Civic Center Plaza
El Paso, TX 79901

WC 99 06 06



CERTIFICATE OF LIABILITY INSURANCE

6/10/2011

DATE (MM/DD/YYYY)
4/28/2011

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C No, Ext):	FAX (A/C No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
INSURED 1057787 LOCKWOOD, ANDREWS & NEWNAM, INC. ATTN: MR. DON SCHUETZ 2925 BRIARPARK DRIVE HOUSTON, TX 77042	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES LEOAD01 PC CERTIFICATE NUMBER: 11289379 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	CIH 00 616 13 40	6/10/2010	6/10/2011	\$5,000,000 EACH CLAIM AND IN THE ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks: Schedule, if more space is required)
CITY OF EL PASO MESA CORRIDOR RAPID TRANSIT SYSTEM (RTS) - DOWNTOWN TRANSIT CENTER TO WESTSIDE TRANSIT TERMINAL

CERTIFICATE HOLDER 11289379 CITY OF EL PASO ENGINEERING AND CONSTRUCTION MANAGEMENT ATTN: SAMUEL RODRIGUEZ ENGINEERING DIVISION MANAGER 2 CIVIC CENTER PLAZA, 4TH FLOOR OF CITY HALL EL PASO TX 9901	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 



For All the Commitments You Make®

 PROFESSIONAL LIABILITY
 ARCHITECTS/ENGINEERS
 COINSURANCE PROGRAM

INSURED: Lockwood, Andrews and Newnam, Inc.
 Policy CIH-00-616-13-40 Effective 04/22/11 Endorsement Number 24

 NOTICE ENDORSEMENT-
 CANCELLATION OR NON-RENEWAL

We agree with you that your Policy is amended to include the following additional provisions:

1. Your Policy will not be:

XX Cancelled by us until we provide at least:

___ days prior written notice if we cancel your Policy for non-payment of Premium;

___ days prior written notice if we cancel your Policy for the following reasons:

30 days prior written notice if we cancel your Policy for any other reason not specifically addressed above;

to the person or entity named in 2. below.

___ Non-renewed by us until at least ___ days prior written notice is given to the person or entity named in 2. below.

2. Person or Entity:

Name: The City of El Paso
 Attn: City Manager
 Address: 2 Civic Center Plaza
 City, State, Zip: El Paso, Texas 79901

All other terms and conditions of the Policy remain unchanged.

510067

(Ed. 10/05)



For All the Commitments You Make®

PROFESSIONAL LIABILITY
ARCHITECTS/ENGINEERS
COINSURANCE PROGRAM

INSURED: Lockwood, Andrews and Newnam, Inc.
Policy CIH-00-616-13-40 Effective 4/22/11

Endorsement Number 24

ENDORSEMENT CONTINUED

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

510067

Countersigned by Authorized Representative

(Ed. 10/05)



For All the Commitments You Make®

PROFESSIONAL LIABILITY
ARCHITECTS/ENGINEERS
COINSURANCE PROGRAM

INSURED: Lockwood, Andrews and Newnam, Inc.
Policy CIH-00-616-13-40 Effective 04/22/11 Endorsement Number 25

NOTICE ENDORSEMENT--
CANCELLATION OR NON-RENEWAL

We agree with you that your Policy is amended to include the following additional provisions:

1. Your Policy will not be:

XX Cancelled by us until we provide at least:

___ days prior written notice if we cancel your Policy for non-payment of Premium;

___ days prior written notice if we cancel your Policy for the following reasons:

30 days prior written notice if we cancel your Policy for any other reason not specifically addressed above;

to the person or entity named in 2. below.

___ Non-renewed by us until at least ___ days prior written notice is given to the person or entity named in 2. below.

2. Person or Entity:

Name: City of El Paso
Attn: City Engineer
Address: 2 Civic Center Plaza
City, State, Zip: El Paso, Texas 79901

All other terms and conditions of the Policy remain unchanged.

510067

(Ed. 10/05)



For All the Commitments You Make®

PROFESSIONAL LIABILITY
ARCHITECTS/ENGINEERS
COINSURANCE PROGRAMINSURED: Lockwood, Andrews and Newnam, Inc.
Policy CIH-00-616-13-40 Effective 4/22/11

Endorsement Number 25

ENDORSEMENT CONTINUED

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative _____

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

510067

Countersigned by Authorized Representative

(Ed. 10/05)