

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

DEPARTMENT: Engineering and Construction Management

2011 AUG -1 AM 11:10

AGENDA DATE: August 9, 2011

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

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

That the City Manager be authorized to sign the Agreement for Professional Services by and between the CITY OF EL PASO and FEDERAL ENGINEERING, INC., a Maryland Corporation, for a project known as "EL PASO METROPOLITAN STATISTICAL AREA COMMUNICATIONS SYSTEM" for an amount not to exceed TWO HUNDRED THOUSAND and 00/100 Dollars (\$200,000.00) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed TWO HUNDRED FIFTY THOUSAND 00/100 Dollars (\$250,000.00).

BACKGROUND / DISCUSSION:

To be in compliance with federal mandate and as adopted by the State of Texas, the City of El Paso intends to perform evaluation and assessment of the existing public safety communication system for the installation of Project 25 (P25) public communication system. P25 is an industry standard for digital mobile radio system. The results of this evaluation and assessment will consist of a comprehensive account of the existing communication system and final recommendations for the system to be built to achieve Project 25 (P25) compliance and will include the project cost estimate.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

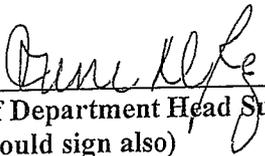
\$200,000.00 – Homeland Security Grant Program, Urban Area Security Initiative (UASI) 2009 Grant

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



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

Information copy to appropriate Deputy City Manager



A/E SELECTION SUMMARY

Project Name: El Paso Metropolitan Statistical Area Communications System (all P25)

Department Requesting Service: Fire- PD - IT

District/ Representative: ALL

SHORTLIST

RFQ Notification Date: 11/1/2010

RFQ Due Date: 12/1/2010

SHORTLIST COMMITTEE

Frank Mendez, IT Communications

Jason Himes, RCDD, Engineering and Construction Management

Chief Manual Chavira, Fire

Chief Diana Kirk, Police

Mary Kozak, 911

SCORING SHEETS ISSUED: 12-6-10

SCORING SHEETS DUE: 12-20-10

FINAL RANKING DATE: 12-21-10

FIRMS NOTIFIED DATE: 12-21-10

A/E FIRMS THAT SUBMITTED RFQ PACKAGE

3 Buford Goff & Associates

5 Tusa Consulting Services

2 Federal Engineering

4 Deltawrx

1 RCC Consultants

FINAL SELECTION

PRESENTATION COMMITTEE

Frank Mendez, IT Communications

Alan Shubert, P.E., City Engineer

Irene Ramirez, P.E., Assistant City Engineer

Chief Otto Drozd, Fire

Chief Ralph Johnson, Fire

PRESENTATION DATE: 1/19/2011

FIRMS NOTIFIED DATE: 1/19/2011

FINALISTS

Buford Goff & Associates

Federal Engineering

RCC Consultants

SELECTED CONSULTANT:

Federal Engineering

SCOPING MEETING:

TBD

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 FEDERAL ENGINEERING, INC., a Maryland Corporation, for a project known as "EL PASO METROPOLITAN STATISTICAL AREA COMMUNICATIONS SYSTEM" for an amount not to exceed TWO HUNDRED THOUSAND and 00/100 Dollars (\$200,000.00) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed TWO HUNDRED FIFTY THOUSAND 00/100 Dollars (\$250,000.00).

ADOPTED THIS _____ DAY OF _____ 2011.

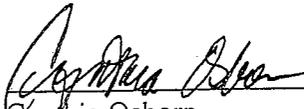
CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.
City Engineer

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 FEDERAL ENGINEERING, INC., a Maryland Corporation, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as "EL PASO METROPOLITAN STATISTICAL AREA COMMUNICATIONS SYSTEM", hereinafter referred to as the "Project", as further described in Attachment "A and B"; 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; and

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"	Payment and Deliverable Schedules
Attachment "D"	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 and B". Such Scope of Services shall be completed in accordance with the identified phases described in Attachment "A and B".

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

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

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

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 **TWO HUNDRED THOUSAND 00/100 DOLLARS (\$200,000.00)** for all basic services performed pursuant to this Agreement. Travel and other expenses to be reimbursable at cost. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "A and B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "C"**.

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

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 "D"**. 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 "C"**. 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 "C"**.

7.2 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 "C"** 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.

7.3 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.

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

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

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

7.5 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.6 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.7 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.8 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.9 found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.10 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso
Attn: City Manager
2 Civic Center Plaza
El Paso, Texas 79901

With a Copy to: The City of El Paso
Attn: City Engineer
2 Civic Center Plaza
El Paso, Texas 79901

To the Consultant: Federal Engineering, Inc.
Attn: Ronald F. Bosco, President
10600 Arrowhead Drive
Fairfax, VA 22030

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

7.11 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.

7.12 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.

(SIGNATURES BEGIN ON FOLLOWING PAGE)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

ACKNOWLEDGEMENT

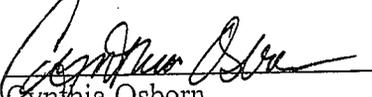
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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.

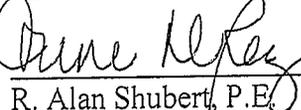
Notary Public, State of Texas

My commission expires:

APPROVED AS TO FORM:


Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



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

CONSULTANT:
FEDERAL ENGINEERING, INC.



By: Ronald F. Bosco,
President

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA §
 §
FAIRFAX COUNTY §

This instrument was acknowledged before me on this 29 day of July, 2011,
by, **Ronald F. Bosco**, as **President of Federal Engineering, Inc.**


Notary Public, Commonwealth of Virginia

My commission expires:

5/31/2012

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS

PROJECT SCOPE

TITLE: EL PASO METROPOLITAN STATISTICAL AREA COMMUNICATIONS SYSTEM

LOCATION: Greater El Paso Metropolitan Area

CONSTRUCTION BUDGET: To Be Determined

GENERAL DESCRIPTION:

The City Of El Paso, in cooperation with other governmental entities in El Paso County, is in the process of building a P25 compliant communications system. The City intends to build a system of subsystems, using both 800MHz and VHF. The VHF systems are to be built in segments according to funds available and in such a manner that each entity contributes proportionally to its construction, upkeep, and maintenance. The overall system is to function seamlessly. The backbone of the system will be owned and operated by the City of El Paso and named the El Paso Metropolitan Statistical Area Communication System (EPMSACS) with the El Paso Fire Department-Fire Chief acting as the Director. The EPMSACS Director will oversee the operations, upgrades and replacement of the system once it is built. The City Of El Paso is issuing this RFQ will be the contracting authority on behalf of the EPMSACS. The selected vendor will enter into a contract with the City of El Paso working directly with EPMSACS.

The City of El Paso currently operates a Motorola 800 MHz Smartnet Trunked Analog System, which is composed of 15 Channels, including our current DATATAC system for Computer Aided Dispatching. The system infrastructure and back haul operates on a Harris Legacy Microwave System that connects to the 911 Center located at 200 North Kansas Street. The City of El Paso also maintains a back up 911 call center at 911 North Raynor Street. The system has four transmitting sites throughout the city and county.

The City of El Paso just accepted the completion of Motorola-Phase 1, Motorola P25 800 MHz Digital Trunked System, which is composed of two sites (a master site and a prime site) with six channels. The system operates on one Harris Legacy Microwave System link. In addition to the 800 MHz Digital System, there are Digital VHF Conventional channels, making a hybrid system. This will provide automatic patching at a system level instead at a radio console.

The County of El Paso Sheriff's Office/Department currently operates with a VHF Conventional System. The system has 4 conventional channels with two repeaters that are located on Mt. Franklin and the El Paso County Jail.



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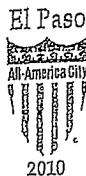
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3. The Consultant firm should employ individuals with a Bachelor's degree in Electrical Engineering or related field with extensive experience in the installation and management of APCO Project 25 trunked simulcast radio systems. In addition, Consultant should have ten (10) years experience in general RF engineering of VHF and UHF conventional systems including mobile data systems.
4. Consultant should be knowledgeable in FCC regulatory issues, FCC licensing, and be familiar with, and preferably have worked with, the Regional NPSPAC and 700 MHz committees.
5. Consultant should have experience with digital microwave design, installation, and communication center equipment.
6. Consultant should have experience with in-building and underground RF system design and implementation including coverage testing procedures of these systems.
7. Consultant should possess a general knowledge of construction methods including portable and fixed communication shelters, communication towers, and with control and monitoring systems.
8. Consultant should have an office in the El Paso Area preferably within the City Of El Paso. If the Consultant does not, the Consultant will have to provide detailed information on how they will provide personnel on a daily basis that will be available to work with the project team, attend meetings, and perform site visits on short notice.

SERVICES REQUIRED:

Consultant to review and evaluate the existing documentation including but not limited to, the Motorola design for the system, the report that was prepared by Office of Emergency Communications / Interoperable Communications Technical Assistance Program, and any other relevant documentation.

Consultant to meet with the radio communications staff of participating agencies, as well as the authors of the documents referenced above, and propose recommendations for the build out of the system based upon the documentation review and previous engineering work performed.

Task 1 - Conduct Project Kickoff Meeting and Project Planning: The Consultant shall conduct a Project kickoff meeting, designed for both the EPMSACS or their designee(s) and the Consultant's Project Manager to establish mutual acquaintance, clarify roles, and reach a mutual understanding of the future vision and plans for the communications system.



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There are additional receiver sites located throughout the county for inbound reception. The El Paso Sheriff's Office dispatches for other entities within the county, including:

- Town of Vinton
- Town of Anthony
- Town of Clint

Additional area entities that operate their own VHF Conventional Systems:

- Town of Anthony (Day)
- University of Texas at El Paso Police Department
- Town of Socorro
- El Paso Community College Police Department
- Horizon City Police Department
- Volunteer Fire Departments ESD1 and ESD2.

OBJECTIVE:

The City of El Paso desires to contract with a qualified consulting firm with expertise in Project 25 compliant radio systems. The selected Consultant will:

- Review and evaluate the documentation pertaining to:
 - o The existing system and equipment
 - o Radio communications assessment reports issued by governing agencies
 - o Any other relevant documentation that could be helpful in the evaluation of options for the ultimate build out of the EPMSACS.
- Perform Due Diligence:
 - o Site visits
 - o Equipment inventory
- Make recommendations for future phasing of the system build out based on the documentation review and the existing infrastructure:
 - o What is the best option for the City?
 - o How can the City of El Paso maximize the system's value?
 - o Can proprietary systems be minimized?

PREFERRED QUALIFICATIONS:

Consultant qualifications should include the following:

1. Consultant shall be regularly and continuously engaged in the business of providing radio system design and implementation services for at least 10 years. References of previous completed projects may be requested prior to contract award.
2. Consultant must possess all permits, licenses and professional credentials necessary to perform services as specified under the Scope of Work.



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Task 2 - Evaluation of Existing Systems: The goal of this activity is to have the Consultant become familiar with existing wireless infrastructure throughout the required service area. The Consultant shall perform this overview and evaluation by:

1. Identifying the various systems, their size, and characteristics.
2. Comparing proposed coverage of the EPMSACS with any existing coverage maps and propose recommendations based upon this comparison.
3. Determining the degree to which the existing communications systems, equipment, and facilities can be used as part of a new P25 trunked communications infrastructure.
4. Evaluating Land Mobile Radio (LMR) equipment purchased under the Homeland Security Grants to determine if/how the equipment can be upgraded to P25 Phase II technology.

This evaluation shall form the basis of the overall recommendations, because the information collected will define each stakeholder agency's communications needs.

Task 3 - Review Radio System Documentation & FCC Licenses:

1. The Consultant shall review all relevant documentation describing the existing radio networks made available in this activity.
2. Consultant shall develop a thorough understanding of integration and operational requirements, and identify all ancillary systems that might be reused as part of any new system.
3. The Consultant shall review the existing licenses and identify any outstanding regulatory issues that will impact the project.
4. The Consultant is encouraged to determine if further stakeholder interviews are required and to review and study the 700 MHz Region 8 Plan.

Task 4 - Survey Existing Communication Facilities for Suitability: The EPMSACS desires to leverage existing facilities that support the radio communication equipment (shelters, towers, power systems, etc) to the extent possible.

1. The Consultant shall become familiar with all the Public Safety Answering Point Center(s) and 4 radio sites in the City of El Paso, El Paso County, and surrounding areas designated for use in the EPMSACS. The Consultant shall ascertain the age, condition, and improvement requirements of these facilities. The Consultant shall



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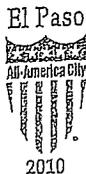
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estimate upgrade costs to integrate such sites into the EPMSACS and seek out opportunities to co-locate with other utilities.

2. The Consultant shall become familiar with, and propose recommendations regarding the following issues, as well as other relevant issues that emerge during the work:
 - a. Location of existing equipment buildings, antenna support structures, and towers
 - b. Condition and service history of existing equipment and facilities
 - c. Determine what agreements are necessary to allow for the use of existing buildings, antenna support structures, and other necessary infrastructure
 - d. Determine if there are lease, acquisition, or use fees associated with the above agreements
 - e. Potential sites for any new radio equipment or systems required
 - f. Interagency communications and communication links.

The Consultant shall also work closely with the Agency and/or EPMSACS technical representatives to identify any issues affecting the modification and continued use of these sites.

DELIVERABLES REQUIRED:

Progress Reports:

The Consultant shall deliver a monthly progress report not later than the first day of the month. The progress report shall detail the work accomplished during the previous month and provide a proposed plan/schedule for work to be accomplished during the following month. The Consultant shall submit an electronic version of this report to the City's Project Manager.

Draft Assessment Report:

Within 135 calendar days of the issuance of the Notice to Proceed the Consultant shall deliver a Draft Assessment Report to the City for review and comment. The report shall include a comprehensive account of the existing communications system, the preliminary recommendations for the system to achieve Project 25 compliance, and a preliminary cost estimate. The Consultant shall submit an electronic version and ten (10) copies of this report to the City's Project Manager.



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Final Assessment Report:

Within 30 calendar days of the issuance of the Notice to Proceed, the Consultant shall deliver a Final Assessment Report to the City for review and comment. The report shall have address all of the City comments and include a comprehensive account of the existing communications system, the final recommendations for the system to achieve Project 25 compliance, and a final cost estimate. The Consultant shall submit an electronic version and ten (10) copies of this report to the City's Project Manager.

Reproduction

The City will provide a Purchase Order for the reproduction of all submittals. The designer shall be responsible to coordinate all printing.

OTHER CONSIDERATIONS:

Work to be coordinated, as necessary, with the Fire Department, Engineering and Construction Management, El Paso Department of Transportation, Sun Metro, Information Services, TxDOT, EPWU, El Paso Water District, and all affected stake holders through the City's Project Manager.

PROJECT SCHEDULE:

Draft Assessment Report:	135 calendar days
City Review Period:	15 calendar days
Final Assessment Report:	30 calendar days



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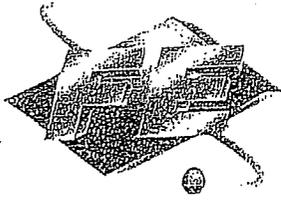
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STATEMENT OF WORK (SOW)
Issued: May 11, 2011

ATTACHMENT TO CITY OF EL PASO, TX
CONTRACT NO.: _____
Dated: _____

**PROJECT EL-PSMR-EVAL
CITY OF EL PASO, TEXAS
PUBLIC SAFETY MOBILE RADIO SYSTEM EVALUATION**

1.0 INTRODUCTION AND ISSUES

The City of El Paso, in cooperation with other governmental entities in El Paso County, is in the process of building a P25 compliant communications systems. The City desires to contract with a qualified consulting firm with expertise in P25 radio systems to provide technical assistance.

The City of El Paso selected Federal Engineering, Inc. (*FE*) to evaluate the City's existing and proposed Motorola systems and provide recommendations for future phases of the El Paso Metropolitan Statistical Area Communications System (EPMSACS). We will review and evaluate documentation, conduct interview sessions, and perform site surveys and equipment inventories to collect pertinent information to make such recommendations. In addition, *FE* will perform an independent coverage analysis to predict the performance of the new system.

2.0 TASKS TO BE PERFORMED

2.1 Task 1: Conduct Project Kickoff Meeting and Needs Assessment

Upon receipt of the formal *Notice Proceed* from the City of El Paso, *FE* will begin preparations for the project kickoff meeting. *FE* will prepare and present a request for information (RFI) to the City for relevant available system documentation for those systems included within this project. Being able to review this information enables *FE* team members to be prepared for the initial meetings.

FE will conduct a project kickoff meeting with the City and their designees. This initial meeting will establish a common understanding of the project goals, objectives, and schedule. *FE* will deliver a revised project plan and timetable following this meeting. This project plan will serve as the guiding document throughout the program.

Because the success of this project depends upon a strong working relationship between the El Paso stakeholders and *FE*, keeping all parties informed of salient issues and progress of this multi-agency project is paramount. *FE* anticipates regular communications with the City project manager and planning team, providing monthly progress reports to inform the City of our progress. These reports will include action item tracking, its source, the responsible party for carrying out the action, a target completion date, and the actual completion date.

FE will adjust the project schedule as necessary to reflect the nature of the project as it evolves through deliverables, approval processes, and meeting schedules and submit the revised schedule as part of the progress report.

Assessment Survey—*FE* will work with the City project manager to define an assessment survey to collect information from current and potential EPMSACS stakeholders during on-site interviews. The goals of the survey are to collect concerns about existing systems, fill existing system information gaps, and gain an understanding of current and future interoperability and operational requirements

Interviews and Requirements Discovery—*FE* will conduct a mutually agreeable number of on-site interview sessions over a two-day period to promote open and complete responses and to collect and analyze the information provided.

FE will execute an interview process in individual and/or group formats to discuss the various systems within the City and El Paso County, their size and characteristics, as well as current and future agency needs.

Our interview methodology places considerable emphasis upon consensus building and accurately determining the needs of the City and participating agencies' systems users and can be summarized as follows:

- Work with the City project manager to identify interview participants, scheduling, and logistic requirements
- Fill in system information gaps by querying attending agencies
- Allow time during the interviews to discuss issues and requirements associated with each agency
- Based on the collected needs, explore what resources can be shared among agencies and what assets can be reused in a recommended system to achieve cost savings
- Define a prioritized set of needs and requirements to highlight stakeholders' "must-haves"

FE will also perform the following activities as part of the requirements discovery task:

1. Review and analyze completed surveys
2. Conduct follow-up with participants
 - a. Determine completion status of inputs from participants
 - b. Identify and respond to participants requiring follow-up assistance
 - c. Conduct outreach activities in collaboration with the City project manager including phone calls and emails to solicit required information from the participants

FE will assess the collected information to understand current systems infrastructure and functionality, as well as ongoing user concerns, needs, and expectations.

FE will gather sufficient information necessary to accurately document the user needs, recognizing that this task establishes the foundation for the subsequent steps in the project. Where information is unavailable, *FE* will make and document appropriate assumptions.

FE will conduct a briefing session with the City and other agency representatives to discuss the findings from the interviews and requirements discovery.

2.2 Task 2: Review and Analyze Radio System Documentation and Federal Communications Commission (FCC) Licenses

FE will review and analyze City-supplied radio system documentation, Region 50 700 MHz plans, and any other existing applicable documentation related to the project effort. *FE* will research and analyze the status of the City's FCC licenses.

FE recognizes that many of the systems (El Paso County, Town of Socorro, Horizon Police Department, and possibly others) have not narrowbanded per the FCC's *Narrowbanding Notice* of December 23, 2004. If requested *FE* will evaluate, on an optional basis, the regulatory requirements and applicability of the FCC's narrowband initiative on each affected agency.

Based on the documentation review, interviews, requirements discovery, and site survey results, *FE* will gain a thorough understanding of the EPMSACS integration and operational requirements, as well as any potential for reuse of ancillary systems.

2.3 Task 3: Evaluation of Existing Systems

Existing Systems Identification—*FE* will analyze the City of El Paso existing SmartNet trunked analog system and Phase 1 of the new 800 MHz/VHF hybrid Project 25 system. This analysis includes the survey and inventory of the four City radio sites, the primary public safety answering point (PSAP), and the backup PSAP. *FE* will also survey and inventory the following VHF systems:

- El Paso Sheriff
- Town of Anthony (Day)
- University of Texas at El Paso Police Department
- Town of Socorro
- El Paso Community College Police Department
- Horizon City Police Department
- Volunteer Fire Departments ESD1 and ESD2

This inventory will include system control and microwave equipment, repeaters, base stations, dispatch equipment, and other critical communications infrastructure installations. *FE* will gather technical data on the condition, age, utility, and reliability of the existing public safety radio system equipment and ancillary systems.

Agency representatives will escort *FE* to assure unencumbered access for *FE's* activities. *FE* plans to complete this process over a period not to exceed ten consecutive eight hour workdays. If the City requires *FE* to take additional time to complete this effort or to survey additional sites or systems, *FE* will accommodate the City via the change control process.

FE will confirm the coordinates of each site including latitude, longitude, and elevation and will collect information about the following:

- | | | |
|---|--|---|
| • Access road conditions | • Transmission lines | • Perimeter security |
| • General site conditions | • Floor space | • Equipment shelter |
| • HVAC | • Grounding & variances from standards | • Emergency power |
| • Antennas & mounts | • Waveguide & dry air systems | • AC and/or DC power |
| • Nearby obstructions that may impact paths or coverage | | • Physical availability of surrounding land |

FE will document findings in a site survey report that contains information for each site, augmented with digital photographs of the shelter, tower, and equipment; and identify any issues that affect the modification and use of the sites for the proposed system.

FE has incorporated into this effort an in-depth review of the Motorola proposal, the Motorola Contract, and any relevant documentation in order to fully understand the scope of the planned system upgrades by the City of El Paso and Motorola. This review will include detailed design documentation, implementation and as-built documents for work completed to date, acceptance test plans, and the test and

measurement data that supports the completion of any acceptance testing done to date, expenditures for the Motorola upgrade to date, and anticipated future costs for fixed and user equipment.

FE understands that weekly meetings take place between the City of El Paso and their vendor, Motorola. *FE*, as a member of the City of El Paso team, proposes to attend these meetings attend via teleconference. *FE* will provide the teleconference facility unless the City desires to use their teleconference facility. This will permit *FE* to understand the information exchanged between the City and Motorola and to have the opportunity to ask specific questions about the system deployed or planned for deployment. This activity will continue until *FE* begins the development of the draft assessment as indicated on the attached project schedule.

FE will use the information obtained from activities in this task to provide a summary of size and system characteristics of the radio existing systems in the City of El Paso *Public Safety Radio Communications System Assessment Report*.

Legacy and Upgrade Evaluation—*FE* will, during the comprehensive site surveys, evaluate the ability to leverage existing systems, facilities, and equipment as part of a new P25 trunked communications infrastructure.

FE will review the Homeland Security Grants received by the City and other EPMSACS stakeholders to determine if/how the land mobile radio equipment purchased using grant money can be upgraded to P25 Phase II technology.

Coverage Comparison—*FE* will compare proposed EPMSACS coverage maps provided by Motorola with existing (analog) system coverage maps provided by the City. *FE* will determine if the new system fills in any gaps in the existing system. We will also determine if the proposed coverage is adequate for potential participating EPMSACS agencies in both the 800 MHz and VHF bands.

Independent Coverage Analysis—*FE* will independently assess the new system's coverage based on City-provided information. To analyze the solution's coverage performance, *FE* will use our in-house toolset, *FEPerformancePro*™. This integrated set of tools provides our consultants with state-of-the-art network modeling technology to complete system coverage, capacity, and interference analysis. These tools include:

- *FECoverage*™ — complete coverage analysis tool
- *FEMapper*™ — high-resolution mapping tool
- *FENetwork*™ — reliable network capacity analysis tool
- *FEMitigate*™ — system-wide interference analysis tool (optional)

FEPerformancePro™ tools use ATDI's powerful ICS Telecom network planning software as their engine. The Federal government uses ICS Telecom extensively to

model communications networks, perform interference analyses, and conduct frequency planning. Its results have been validated by the Federal government via field tests. We will use *FEPeformancePro*[™] during the Coverage Workshop (see Section that follows on *Coverage Workshop*).

Using *FECoverage*[™], we will evaluate each communications site independently, as well as a site's impact on the entire system. We will determine if additional sites need to be added to provide adequate coverage and work with the City to identify locations for candidate sites. Working in conjunction with *FENetwork*[™], we will model traffic throughout an area of interest, providing best-server analysis and loading predictions. *FE* will produce a mutually agreed upon number of coverage plots for each site (mobile, portable) and composite maps that address planned coverage for the expanded system, depicting major geographical landmarks and the area topography.

FE will evaluate the following using our engineering toolset *FEPeformancePro*[™]:

Area Reliability – Mobile - *FE* will work with the City to determine the required mobile coverage and Delivered Audio Quality (DAQ) level and base our calculations on the agreed upon criteria. In our experience, public safety systems are designed to DAQ 3.4 and public utilities and commercial systems are generally designed to a DAQ of 3.0.

Area Reliability – Portable - Similar to our design criteria for mobile coverage reliability, we will comply with industry best practices, and provide the City with a suitable percentage of area reliability for portable talk-in and talk-out paths for on street and in building based on appropriate DAQ equivalency.

Coverage Workshop (optional) — As an enhancement to the independent coverage analysis task, *FE* can conduct a one day, on-site interactive Coverage Workshop with the City to assess coverage. This hands-on session allows El Paso participants to immediately see coverage impacts of adding and/or deleting existing and new transmitter sites. During the workshop, *FE* takes into account the most detailed local knowledge about existing and future sites, and engages El Paso participants early in the coverage analysis process.

Benefits of the Coverage Workshop include:

- Visual demonstration of areas of coverage requirements
- Visual depiction of selected sites in the system
- Visual representation of coverage for each site
- Fast, interactive system site and spectrum selection

During the Coverage Workshop, *FE* will use *FECoverage*[™] and *FEMapper*[™]. We will display coverage maps for both mobile and portable subscriber units depicting major

geographical landmarks and the area topography. We will work interactively in real-time with participants to "turn on" and "turn off" coverage at the sites to determine the impact on overall coverage within the City.

FE will work with the City's project manager prior to and during the Coverage Workshop to establish how coverage maps should be presented, including: scale, color schemes, highway/road data, jurisdictional boundaries, and desired performance characteristics. *FEMapper*[™] provides *FE* with complete control of the presentation of these "made-to-order" maps, and can be color coded as requested.

FENetwork[™] – Using *FENetwork*[™], we will determine the total number of channels needed to meet future requirements by tailoring subscriber and system characteristics such as required Grade of Service, radio subscriber density in different clutter areas, and the traffic that each subscriber presents to the system. The subscribers are then placed in a defined area and terrain that simulates the county or local agency environment. *FENetwork*[™] will provide an output that exhibits the following traffic characteristics for the system network under study:

- Number of channels required per site, and
- Number of channels required for the system.

Using *FENetwork*[™], *FE* consultants will model microwave backhaul paths, taking into consideration terrain and clutter. *FENetwork*[™] will graph individual path profiles for each link or provide a representation of the entire backhaul network. *FE* can perform detailed microwave path surveys as an option if required.

2.4 Task 4: Draft Assessment Report

Alternatives Analysis and System Recommendations—*FE* will present viable alternatives and recommend a cost-effective alternative to meet the City's requirements.

FE will develop potential voice and data alternatives currently available or likely to be available in the next several years. We will include proceeding with the hybrid digital 800MHz Motorola P25/VHF conventional system as an alternative.

FE will work with the City project manager to create performance and technology requirements such as coverage and capacity that will help to define which of the technologies may be viable as part of a recommended alternative.

FE will then map the capabilities of each technology to the City of El Paso requirements defined in previous tasks.

FE will assess the agreements currently in place, which allow for the use of existing buildings, antenna support structures and other necessary infrastructure at each of the

City's radio communications sites. We will outline the status of each of these agreements and evaluate the impact on each alternative presented.

FE will generate appropriate candidate alternatives and the advantages and disadvantages of each alternative based on the results of the assessment.

FE will include interoperability among El Paso police, fire, emergency medical services (EMS), Department of Transportation (DoT), information services, EPWU, Water District, Sun Metro and Engineering and Construction Management; the County Sheriff; Sun Metro; local towns and entities defined in the *General Description* section of the RFQ; the Texas Department of Public Safety agencies; U.S. Federal agencies; and Mexico in the alternatives presented for consideration.

FE will investigate the feasibility of interoperability with the contiguous counties – Hudspeth County, Texas; Doña Ana and Otero Counties, New Mexico – and State of New Mexico agencies, and include in each alternative. If requested, *FE* can assist the City, on an optional basis, in outlining a governance structure for the shared communications system.

FE will develop rough order of magnitude (ROM) cost estimates for each alternative presented for consideration. *FE* will create conservative high-level budgetary estimates to be used for budgetary planning. *FE* will consider the costs for upgrades or replacement equipment at each site and, if required, estimate the cost for developing new sites (potential lease, acquisition or site use fees shall be provided by the City).

Draft Assessment Report—*FE* will develop a draft *Public Safety Radio Communications Assessment Report* containing the findings and results of previous tasks including the existing system analysis, radio system documentation review, FCC license review, site surveys, and specific issue analysis.

FE will provide a recommendation for the EPMSACS, which enables required interoperability with City, El Paso County, State of Texas, and Federal agencies. *FE* will submit the draft report to the City for review and comment in accordance with the mutually agreed upon project schedule.

FE will provide 10 printed copies and an electronic version of the draft assessment report to the City of El Paso project manager. Following a determined period of time for initial review, at a mutually agreeable time, *FE* will meet with the City of El Paso project manager, invited stakeholders, and designated public officials to discuss the draft report so that all parties understand the information being presented in the report and to answer any questions that may arise.

Following this meeting, the City of El Paso project manager will compile any written comments and edits into one electronic version of the report using the track changes function of Microsoft Word® and email the edited document to the *FE* project manager.

2.5 Task 5: Final Assessment Report

FE will update the draft *Public Safety Radio Communications Assessment Report* according to the City's review and comments and submit a final report in accordance with the mutually agreed upon project schedule.

FE will provide 10 printed copies and an electronic version of the final *Public Safety Radio Communications Assessment Report* to the City of El Paso project manager.

At a mutually agreeable time, *FE* will conduct a presentation of the report and the findings to the City of El Paso project manager, invited stakeholders, and designated public officials so that all parties understand the information being presented and to answer any questions that may arise.

2.6 Additional Services (Optional)

Educational Support Services

FE can provide Educational Support services, as described below, to support the City of El Paso as it improves its public safety mobile radio infrastructure.

- Overview of the P25 suite of standards, current status of P25 Phase I and Phase II, and the practical aspects of what P25 interoperability means to your agencies
- History of the narrowband mandate, an understanding of the implications of narrowbanding, and the practical aspects of what narrowbanding means to your agencies
- Issues related for fire ground communications and report on current industry progress

FEMitigate™

If requested, *FE* can also employ a powerful interference analysis tool, *FEMitigate*™, to reduce interference and help determine which channels should be located at which sites for all types of systems.

FE can provide additional services to the City of El Paso to assure the design and implementation of EPMSACS meet the defined requirements.

Requirements Tracking Matrix

FE can create a Requirements Tracking Matrix (RTM) to track requirements throughout system design and deployment phases. The RTM is used to map design elements to the requirements, as a basis for a Technical Requirements Specification (which is part of a radio system vendor solicitation package), and to track vendor compliance during proposal evaluations, detailed design, system implementation, and system testing and acceptance.

In the RTM, we assign a unique identifier (e.g. R1.1.1, R2.3.5) to each requirement. During each phase of system design, deployment, and acceptance testing, the RTM is used to track the phase deliverables, against the established requirements. If a requirement is not met, the deliverable owner is responsible for correcting the deliverable or, if agreed to by the client, can request a change to the requirement.

Procurement Support

FE is can provide the following procurement upon request:

- Generate vendor-neutral RFP/RFQ for recommended alternative
- Participate in pre-bid/pre-proposal meeting(s) and site visits with prospective vendors
- Prepare written response to technical questions posed by vendors
- Develop evaluation criteria and methodology
- Review vendor proposals for compliance with technical specifications and recommend award
- Assist with contract negotiations

Implementation Oversight—*FE* can also provide radio system implementation oversight services to El Paso. Our implementation support plan consists of the following activities:

- Detailed System Design and Acceptance Test Plan (ATP) Reviews
 1. Detailed system design and ATPs (vendor produces and presents, *FE* evaluates)
 2. Shop drawings including structures (vendor or engineer produces, *FE* evaluates)
 3. Equipment list (vendor produces, *FE* evaluates)
 4. System components (vendor orders, *FE* evaluates)
- Factory testing (vendor tests, *FE* verifies results)

• Installation Inspections

1. Site and subscriber installation inspections (radio and construction vendor, *FE* observes and verifies)
2. Site inspections—workmanship, structural, and civil work, etc. (radio and construction vendor, *FE* observes and verifies)
3. Dispatch center inspections (radio and construction vendor, *FE* observes and verifies)

• Field Testing and System Acceptance Testing

1. Radio system coverage testing (radio vendor tests, *FE* reviews test results)
2. Other system performance testing (radio vendor tests, *FE* reviews test results)
3. System interoperability testing (radio vendor tests, *FE* reviews test results)
4. Rework unaccepted tests (radio vendor re-performs tests, *FE* reviews test results)
5. Final system acceptance test certification (*FE* reviews, evaluates, and provides recommendation)

Grant Research and Grant Writing—*FE* can assist El Paso in seeking additional funds to implement the recommended alternative. We will use our extensive knowledge and background in researching funding sources to facilitate this process. *FE* can identify basic grant requirements and submission schedules or deadlines, and identify any actions needed to increase the likelihood of approval. *FE* can also assist in preparing the grant applications. Naturally, *FE* cannot guarantee success in obtaining funds or receiving grants for the system.

3.0 DELIVERABLES/MILESTONES

Refer to the attached Project Schedule in Attachment 1. *FE* and the City will discuss a mutually acceptable date for project initiation and adjust the Attachment 1 schedule accordingly.

4.0 STAFFING/ORGANIZATION

FE proposes Mr. Rajit Jhaver as the Project Manager. He will draw upon the expertise and skills as needed from numerous *FE* public safety radio consulting professionals during the course of the project.

5.0 COST

The fixed price for direct labor to perform the services in this scope of work (excluding optional tasks) is \$200,000. The City will reimburse travel charges for *FE* personnel at cost. Per Diem charges will be in accordance with the effective U.S. General Services Administration rate schedule.

The following table reflects the labor costs per task and is provided for informational purposes only:

<i>FE Task</i>	<i>Proposed Cost</i>
1. Project initiation and needs assessment	\$27,120
2. Review and analyze radio system documentation & FCC licenses	\$33,000
3. Evaluation of the existing systems, identify the various systems, their size, and characteristics. Conduct a legacy upgrade evaluation, narrowband coverage comparison, and independent coverage analysis.	\$107,640
4. Draft Assessment Report	\$ 18,000
5. Final Assessment Report	\$ 14,240

The following estimated labor hours are for informational purposes only:

<i>FE Labor Category</i>	<i>Hours</i>
Project Manager / Technical Lead / Land Mobile Radio Specialist & P25 Technical Support / Senior Consultant	1352
RF Coverage Specialist / Consultant	96
Technical Writer / Analyst	24
Chief Consultant / Director / Program Manager	88

FE reserves the right to adjust the distribution of hours among consulting staff to meet our commitments to the City within the total fixed price.

5.1 Invoicing

FE proposes the following invoice schedule beginning on 7/1/2011 and ending on 12/3/2011.

<i>Invoice Amount</i>	<i>Invoice Date</i>
\$ 20,000	7/1/2011
\$ 20,000	8/1/2011
\$ 40,000	9/1/2011
\$ 90,000	10/1/2011
\$ 20,000	11/1/2011
\$ 10,000	12/3/2011

5.2 Cost for Optional Services

As an option, *FE* proposes to provide an on-site, one-day coverage workshop as described in Section 2.3 of this document as an enhancement to the coverage comparison effort for \$8,960.00. This amount represents direct labor charges associated with this optional task. The City will reimburse travel charges for *FE* personnel at cost. Per Diem charges will be in accordance with the effective U.S. General Services Administration rate schedule.

FE can provide additional optional services if required by the City according to the hourly rates provided in Schedule A of the Contract. Alternatively, *FE* can develop firm-fixed-prices for those options selected by the City.

6.0 ASSUMPTIONS AND CONSTRAINTS

1. Federal Engineering, Inc. will perform all of the tasks as called out in Section 2 (excluding any optional tasks or services). The deletion of a task or significant change in scope of one or more tasks may affect the overall price. Optional tasks can be priced at the City's request and added to this SOW via a mutually agreeable task order modification.
2. This SOW assumes that the City's project manager will schedule meetings, provide meeting facilities, notify attendees, and arrange for on-site visits.
3. FE's ability to fulfill this project depends, in part, on the willingness and ability of the City and/or other participating jurisdictions and agencies, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, procurements, and bidder actions resulting therefrom cannot, therefore, be warranted by FE nor can the performance, suitability, or reliability of said systems be warranted by FE.
4. This SOW assumes a 27-week schedule to complete the program beginning 6/1/2011 with the last milestone completed on or before 12/2/2011. Delays to the program schedule due to actions or lack of actions on the part of the City and/or other participating jurisdictions and agencies, equipment vendors, service providers, third parties, and others, as well as vendor protests and other procurement related actions, may result in additional costs and will be brought to the attention of the City project manager in a timely manner.

Submitted by FE:

Authorization to begin work by:
City of El Paso, Texas

Ronald F. Bosco

Ronald F. Bosco, President
May 26, 2011

(Signature)

(Printed name and title)

(Date)

El Paso FE Fee Proposal Travel Detail

Attachment to Revised Statement of Work dated May 11, 2011

El Paso FE Fee Proposal Travel Detail Attachment to Revised Statement of Work dated May 11, 2011													
Item	Travel Description	No. of Trips (per person)	Duration Days	Itinerary	Airfare	Lodging	Meals Per Diem	POV Travel	Rental Car	Fuel	Subtotal per Trip	Total	Notes
1	Project Initiation/ FE Rep 1			Various to ELP	\$ 600.00	\$ 96.80	\$ 89.25	\$ 25.50	\$ 130.00	\$ 20.00	\$ 961.55	\$ 961.55	4 FE personnel attend project initiation, 2 FE personnel remain on-site for two weeks following project initiation to conduct interviews
2	Project Initiation/ FE Rep 2			Various to ELP	\$ 600.00	\$ 96.80	\$ 89.25	\$ 25.50	\$ 130.00	\$ 20.00	\$ 961.55	\$ 961.55	
3	Project Initiation/ Interviews FE Rep 1	1	12	Various to ELP	\$ 600.00	\$ 1,064.80	\$ 599.25	\$ 25.50	\$ 780.00	\$ 220.00	\$ 3,289.55	\$ 3,289.55	
4	Project Initiation/ Interviews FE Rep 2	1	12	Various to ELP	\$ 600.00	\$ 1,064.80	\$ 599.25	\$ 25.50	Shared with Item 3	Shared with Item 3	\$ 2,289.55	\$ 2,289.55	
5	Site Surveys/ FE Rep 1			Various to ELP	\$ 600.00	\$ 1,064.80	\$ 599.25	\$ 25.50	\$ 1,176.00	\$ 220.00	\$ 3,685.55	\$ 3,685.55	Two FE personnel on-site for two weeks to conduct site surveys
6	Site Surveys/ FE Rep 2			Various to ELP	\$ 600.00	\$ 1,064.80	\$ 599.25	\$ 25.50	Shared with Item 5	Shared with Item 5	\$ 2,289.55	\$ 2,289.55	
7	Report Delivery Meeting 1 FE Rep 1	1	2	Various to ELP	\$ 600.00	\$ 96.80	\$ 89.25	\$ 25.50	\$ 130.00	\$ 20.00	\$ 961.55	\$ 961.55	PM and FE Management on-site to deliver report
8	Report Delivery Meeting 1 FE Rep 2	1	2	Various to ELP	\$ 600.00	\$ 96.80	\$ 89.25	\$ 25.50	Shared with Item 7	Shared with Item 7	\$ 811.55	\$ 811.55	
9	Report Delivery Meeting 2/ FE Rep 1			Various to ELP	\$ 600.00	\$ 96.80	\$ 89.25	\$ 25.50	\$ 130.00	\$ 20.00	\$ 961.55	\$ 961.55	PM and FE Management on-site to deliver report
10	Report Delivery Meeting 2/ FE Rep 2			Various to ELP	\$ 600.00	\$ 96.80	\$ 89.25	\$ 25.50	Shared with Item 9	Shared with Item 9	\$ 811.55	\$ 811.55	
11	Contingency On-site Support Trip 1	2	2	Various to ELP	\$ 600.00	\$ 96.80	\$ 89.25	\$ 25.50	\$ 130.00	\$ 20.00	\$ 961.55	\$ 1,923.10	
12	Contingency On-site Support Trip 2	2	3	Various to ELP	\$ 600.00	\$ 193.60	\$ 140.25	\$ 25.50	\$ 195.00	\$ 40.00	\$ 1,194.35	\$ 2,388.70	
13	Contingency On-site Support Trip 3	1	4	Various to ELP	\$ 600.00	\$ 290.40	\$ 191.25	\$ 25.50	\$ 260.00	\$ 60.00	\$ 1,427.15	\$ 1,427.15	
											\$ -	\$ -	
		Total										\$ 22,762.45	

Attachment 1

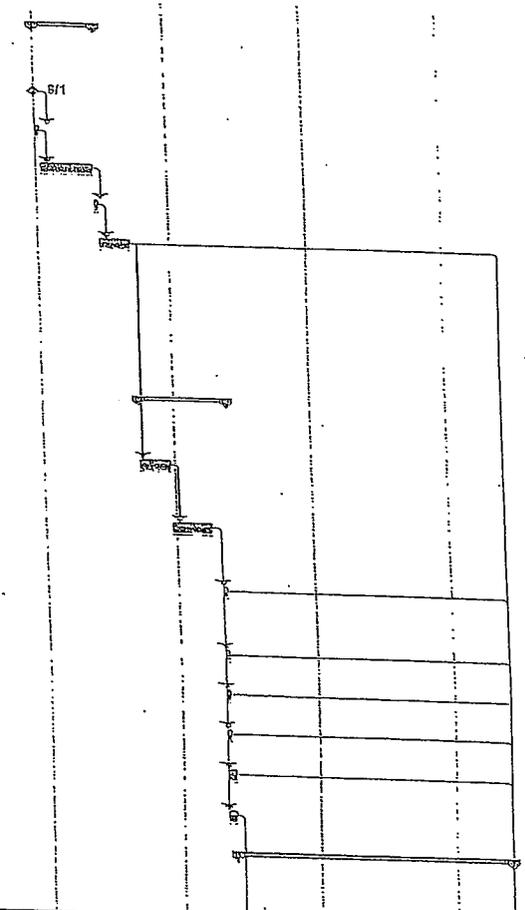
Project Schedule

(Insert Microsoft Project® Schedule)

To be provided following project initiation meeting

Proposed Project Schedule
El Paso MSA Communications System

ID	Task Name	Duration	Start	Finish	Predecessors	Month																												
						May	June	July	August	September	October	Nov																						
1	EL PASO METROPOLITAN STATISTICAL AREA COMMUNICATIONS SYSTEM	128 days	Wed 6/1/11	Fri 12/2/11		5/2	5/9	5/16	5/23	5/30	6/6	6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31		
2	Task 1 - Conduct Project Kickoff Meeting and Project Planning	10 days	Wed 6/1/11	Tue 6/14/11																														
3	Contract finalized	0 days	Wed 6/1/11	Wed 6/1/11																														
4	Notice to proceed received	1 day	Wed 6/1/11	Wed 6/1/11																														
5	Project Preparations	8 days	Thu 6/2/11	Mon 6/13/11																														
6	Kickoff Meeting	1 day	Tue 6/14/11	Tue 6/14/11																														
7	Needs assessment interviews (9 minimum) - Conduct face to face interviews/assess needs Fire Department, Police Department, County Sheriff, Engineering and Construction Management, El Paso Department of Transportation, TxDOT, EPWU, DPS others	5 days	Wed 6/15/11	Tue 6/21/11																														
8	Task 2 - Review Radio System Documentation & FCC Licenses	12 days	Thu 6/23/11	Tue 7/12/11																														
9	Review all relevant City-supplied documentation describing the existing radio networks made available in this activity.	5 days	Thu 6/23/11	Wed 6/29/11	7FS+1 day																													
10	Review documentation for systems in County and surrounding towns	5 days	Thu 6/30/11	Fri 7/9/11																														
11	Review the existing licenses and identify any outstanding regulatory issues that will impact the project	1 day	Mon 7/1/11	Mon 7/1/11	1:10																													
12	Review City's FCC licenses	1 day	Mon 7/1/11	Mon 7/1/11	1:10																													
13	Review license databases	1 day	Mon 7/1/11	Mon 7/1/11	1:10																													
14	Assess narrowbanding compliance	1 day	Mon 7/1/11	Mon 7/1/11	1:10																													
15	Review and study the 700 MHz Region 8 Plan	2 days	Mon 7/1/11	Tue 7/12/11	1:10																													
16	Review FE archives of vendor system documentation	2 days	Mon 7/1/11	Tue 7/12/11	1:10																													
17	Task 3 - Evaluation of Existing Systems - Identifying the various systems, their size, and characteristics.	44 days	Wed 7/13/11	Tue 9/13/11																														



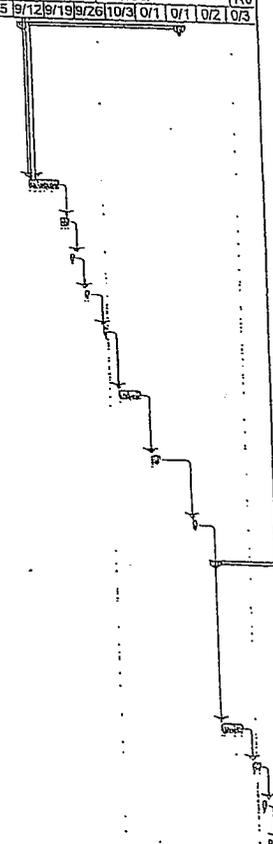
Project: El Paso Proposed Schedule 20110510
Date: May 11, 2011

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

ATTACHMENT B

Proposed Project Schedule
El Paso MSA Communications System

ID	Task Name	Duration	Start	Finish	Predecessors	Month																														
						May	June	July	August	September	October	Nov																								
30	Task 4 - Draft Assessment Report - The report shall include a comprehensive account of the existing communications system, the preliminary recommendations for the system to achieve Project 25 compliance, and a preliminary cost estimate.	26 days	Wed 9/14/11	Wed 10/19/11		5/2	5/9	5/16	5/23	5/30	6/6	6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31				
31	Create draft assessment report	5 days	Wed 9/14/11	Tue 9/20/11	28, 7, 11, 12, 13, 1																															
32	Q/A draft assessment report	2 days	Wed 9/21/11	Thu 9/22/11	31																															
33	Print 10 copies of draft assessment report	1 day	Fri 9/23/11	Fri 9/23/11	32																															
34	Ship draft assessment report	1 day	Mon 9/26/11	Mon 9/26/11	33																															
35	Teleconference to discuss report contents and answer preliminary questions	1 day	Fri 9/30/11	Fri 9/30/11	34FS+3 days																															
36	Client reviews report and provides written comments to FE	5 days	Mon 10/3/11	Fri 10/7/11	35																															
37	Update draft assessment report as required based on client feedback	2 days	Mon 10/10/11	Tue 10/11/11	36																															
38	Present draft assessment report	1 day	Wed 10/19/11	Wed 10/19/11	37FS+5 days																															
39	Task 5 - The report shall have address all of the City comments and include a comprehensive account of the existing communications system, the final recommendations for the system to achieve Project 25 compliance, and a final cost estimate.	28 days	Mon 10/24/11	Fri 12/2/11																																
40	Create final assessment report	5 days	Mon 10/24/11	Fri 10/28/11	38FS+2 days																															
41	Q/A final assessment report	2 days	Mon 10/31/11	Tue 11/1/11	40																															
42	Print 10 copies of final assessment report	1 day	Wed 11/2/11	Wed 11/2/11	41																															
43	Ship final assessment report	1 day	Thu 11/3/11	Thu 11/3/11	42																															
44	Teleconference to discuss report contents and answer preliminary questions	1 day	Fri 11/11/11	Fri 11/11/11	43FS+5 days																															
45	Client reviews report and provides written comments to FE	5 days	Mon 11/14/11	Fri 11/18/11	44																															



Project: El Paso Proposed Schedule 20110510
Date: May 11, 2011

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

ATTACHMENT B

Proposed Project Schedule
El Paso MSA Communications System

ID	Task Name	Duration	Start	Finish	Predecessors	Month																														
						May	June	July	August	September	October	Nov																								
46	Update final assessment report as required based on client feedback	2 days	Mon 11/21/11	Tue 11/22/11	45	5/2	5/9	5/16	5/23	5/30	6/6	6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31				
47	Present final assessment report	1 day	Fri 12/2/11	Fri 12/2/11	46FS																															
48	Task 6 - Project closeout	1 day	Mon 12/5/11	Mon 12/5/11	47																															
49	Project finish date	0 days	Mon 12/5/11	Mon 12/5/11	48																															

Project: El Paso Proposed Schedule 20110510
Date: May 11, 2011

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

ATTACHMENT B

ATTACHMENT "C"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "EL PASO METROPOLITAN STATISTICAL AREA COMMUNICATIONS SYSTEM" hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **TWO HUNDRED THOUSAND 00/100 DOLLARS (\$200,000.00)** for all Basic Services performed, with travel and other expenses to be reimbursable at cost, pursuant to this 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.

Report Phase	\$200,000.00
---------------------	---------------------

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.

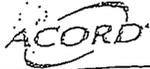
Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **ten copies** of the Draft Assessment Report shall be submitted within **128 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

The services called for in the Report Phase of this Agreement shall be completed and **ten copies** of the Final Assessment Report shall be submitted within **28 consecutive calendar days** following the Owner's review of the Draft Assessment Report and submission of written comments.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2011

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 Phone: (703) 359-5910 Fax: (703) 359-6916 PREFERRED INSURANCE SERVICES, INC 10484 ARMSTRONG STREET FAIRFAX VA 22030	CONTACT NAME: Patil Robinson PHONE: (703) 667-6940 FAX: (703) 991-4838 I/A/C No. Ext: (703) 667-6940 E-MAIL ADDRESS: certs@preferins.com PRODUCER CUSTOMER ID: 4519														
INSURED FEDERAL ENGINEERING, INC. 10600 ARROWHEAD DRIVE #160 FAIRFAX VA 22030	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : One Beacon America Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : One Beacon Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : One Beacon America Insurance Company		INSURER B : One Beacon Insurance Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 73027 REVISION NUMBER:

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

INSUR-LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		711012644	07/01/11	07/02/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Ea occurrence)
A	AUTOMOBILE LIABILITY	X		711012644	07/01/11	07/02/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS							BODILY INJURY (Per person)
A	UMBRELLA LIAB	X		711012644	07/01/11	07/02/12	EACH OCCURRENCE	\$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$							AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X		406037485	07/01/11	07/01/12	E.L. EACH ACCIDENT	\$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					E.L. DISEASE-EA EMPLOYEE
A	Professional Liability			711012644	07/01/11	07/01/12	Per Claim/Aggregate Deductible	\$2,000,000/\$2,000,000 \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER The City of El Paso 2 Civic Center Plaza El Paso, TX 79901 Attention: City Manager	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 <p style="text-align: right;">Dan O'Leary</p>
---	--

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #73027

DATE
JUN 28 2011

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: Project EL-PSMR-Eval City of El Paso, Texas Public Safety Mobile Radio System Evaluation
The City of El Paso, the Architect/Engineer of Record and Construction Manager are named as an Additional Insured with respect to
General Liability (See Attached VCG 207 06 07) Automobile Liability (CA 20 01 10 01) regarding all work performed for the named
Insured. Umbrella Follows Form. Waiver of Subrogation in favor of Additional Insureds applies to Workers' Compensation (WC 00
03 13 04 84) 30 Days Notice of Cancellation will be provided to the Certificate Holder (See Attached Cancellation Notice).

Certificate # 73027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – Broad Form Vendors	8. Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to:	9. Duties in Event of Occurrence, Claim or Suit
o Work performed by you	10. Expected or Intended Injury (PD)
o Premises you own, rent, lease or occupy	11. Medical Payments
o Equipment you lease	12. Mobile Equipment Redefined
3. Aggregate Limit Per Location	13. Newly Acquired or Formed Organizations
4. Blanket Waiver of Subrogation	14. Non-Owned Aircraft
5. Bodily Injury Redefined – Mental Anguish	15. Non-Owned Watercraft
6. Broadened Named Insured	16. Personal and Advertising Injury
7. Broadened Property Damage	17. Product Recall Expense
o Borrowed Equipment	18. Supplementary Payments Increased Limits
o Customers' Goods	
o Use of Elevators	

1. ADDITIONAL INSURED – BROAD FORM VENDORS

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

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs 4. or 6.; or

FEDERAL ENGINEERING, INC.

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. ADDITIONAL INSURED - CONTRACT, AGREEMENT OR PERMIT

a. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless

(a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and

(b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;

3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

5. To any:

(a) Lessor of equipment after the equipment lease expires; or

(b) Owners or other interests from whom land has been leased; or

(c) Managers or lessors of premises if:

(1) The "occurrence" takes place after you cease to be a tenant in that premises; or

(2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury, or "property damage" occurring after:

(a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

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- (b) "Product Recall Expense" does not include any expenses resulting from:
 - (1) Failure of any product to accomplish its intended purpose;
 - (2) Breach of warranties of fitness, quality, durability or performance;
 - (3) Loss of customer approval, or any cost incurred to regain customer approval;
 - (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
 - (5) Caprice or whim of the insured;
 - (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance; and
 - (7) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

18. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

In the SUPPLEMENTARY PAYMENTS - Coverages A and B provision:

- a. The limit for the cost of bail bonds is amended to \$2,500; and
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED PERSON (S) OR ORGANIZATION OTHER THAN THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

Cancellation, is amended to include the following:

Schedule

Name of Designated Person (s) or Organization

Address

The City of El Paso

2 Civic Center Plaza

El Paso, TX 79901

If this policy is cancelled, we agree that the person (s) or organization (s) listed in the Schedule above will be notified:

- a. 30 days before the effective date of cancellation if we cancel for any other reason besides non payment of premium.