

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: August 23, 2011

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

DISTRICT(S) AFFECTED: 3

SUBJECT:

That the City Manager be authorized to sign the Agreement for Professional Services by and between the CITY OF EL PASO and MIJARES MORA ARCHITECTS INC., a Texas Corporation, for a project known as "FIRE STATION #513" for an amount not to exceed THREE HUNDRED FIFTY TWO THOUSAND SIX HUNDRED TWENTY FIVE and 00/100 Dollars (\$352,625.00) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed FOUR HUNDRED TWO THOUSAND SIX HUNDRED TWENTY FIVE 00/100 Dollars (\$402,625.00).

BACKGROUND / DISCUSSION:

The project consists of the design for Fire Station 513 at the corner of Gateway East and Revere. The project includes a 14,000 square foot Fire Station with seven drive-thru apparatus parking bays. It will include sleeping accommodations for 22 on duty personnel and a total capacity of 66 for the three shifts. There is exterior apparatus parking for seven vehicles and off street secured employee parking. Street improvements will also be included along the property frontage of Revere and Gateway East. The project will pursue a minimum LEED Silver Certification. The Consultant will also work with a City assigned artist to incorporate public art into the project.

Mijares Mora Architects, Inc. was selected through the City's AE Selection process, which is qualification based.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

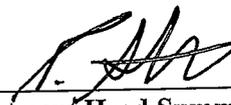
2012-2013 Certificates of Obligation - \$352,625.00

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



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

Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Professional Services by and between the CITY OF EL PASO and MIJARES MORA ARCHITECTS INC., a Texas Corporation, for a project known as "FIRE STATION #513" for an amount not to exceed THREE HUNDRED FIFTY TWO THOUSAND SIX HUNDRED TWENTY FIVE and 00/100 Dollars (\$352,625.00) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed FOUR HUNDRED TWO THOUSAND SIX HUNDRED TWENTY FIVE 00/100 Dollars (\$402,625.00).

ADOPTED THIS _____ DAY OF _____ 2011.

CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

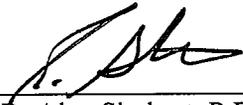
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.
City Engineer



A/E SELECTION SUMMARY

Project Name: FIRE STATION #513

Department Requesting Service: Fire Department

District/ Representative: District #3

SHORTLIST

RFQ Notification Date: 5/18/2011

RFQ Due Date: 6/15/2011

SHORTLIST COMMITTEE

Luis Flores, Fire Department

Margaret Schroeder, Engineering & Construction Management

Chief Sam Pena, Fire Department

Javier Reyes, Engineering Division Manager

Yvette Hernandez, Engineering & Construction Management

SCORING SHEETS ISSUED: 6/16/2011

SCORING SHEETS DUE: 6/27/2011

FINAL RANKING DATE: 6/27/2011

FIRMS NOTIFIED DATE: 6/27/2011

A/E FIRMS THAT SUBMITTED RFQ PACKAGE

8 Lea Architects

5 Parkhill, Smith, & Cooper

9 PSRBB Architects

2 Brown, Reynolds, & Watford

11 GA Architecture

1 CEA Group

3 Mijares Mora Architecture

4 CDA Architects

9 Perspectiva

12 McCormick Architecture

6 Alvidrez Architecture, Inc.

FINAL SELECTION

PRESENTATION COMMITTEE

Sam Pena, Fire Department

Chris Celeya, Fire Department

Victor Morrison-Vega, Deputy Director

Irene D. Ramirez, Assistant City Engineer

Johanes Makahaube, Engineering Division Manager

PRESENTATION DATE: 7/13/2011

FIRMS NOTIFIED DATE: 7/13/2011

FINALISTS

CEA Group

Brown, Reynolds, & Watford

Mijares Mora Architects

SELECTED CONSULTANT:

SCOPING MEETING:

FEE PROPOSAL DUE:

Mijares Mora Architects

7/20/2011

8/3/2011

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 **MIJARES MORA ARCHITECTS INC.** a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as “**FIRE STATION #513**,” hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

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

**ARTICLE II.
PROJECT**

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

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

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

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

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

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

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **THREE HUNDRED FIFTY TWO THOUSAND SIX HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$352,625.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

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

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates **THREE MILLION SIX HUNDRED SEVENTY ONE THOUSAND ONE HUNDRED SIXTY AND 00/100 DOLLARS (\$3,671,160.00)** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

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

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

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

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

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

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

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

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

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

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

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance 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 shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

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

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

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

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

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT.

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-

return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

ARTICLE VII. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

To the Consultant:

Mijares Mora Architects Inc.
Attn: Jorge L. Mora
Vice President
111 North Festival Drive
El Paso, TX 79912

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson,
City Manager

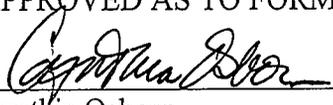
**CONSULTANT:
MIJARES MORA ARCHITECTS INC.**

Jorge L. Mora,
Vice President



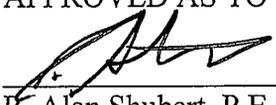
APPROVED AS TO FORM:

Cynthia Osborn
Assistant City Attorney



APPROVED AS TO CONTENT:

K. Alan Shubert, P.E.
City Engineer



(Acknowledgements on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

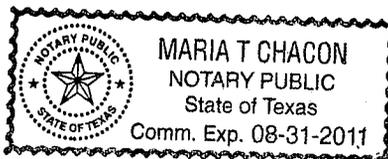
THE STATE OF TEXAS §
 §
COUNTY OF EI PASO §

This instrument was acknowledged before me on this 15th day of August, 2011,
by Jorge L. Mora, as Vice President of Mijares Mora Architects Inc..

Maria T Chacon
Notary Public, State of Texas

My commission expires:

8-31-11



PROJECT SCOPE

TITLE: Fire Station 513
LOCATION: Colfax and Gateway East
CONSTRUCTION BUDGET: To Be Determined

GENERAL DESCRIPTION:

The consultant shall provide construction documents for Fire Station 513. The station requirements include the following: Approximately 14,000 square foot Fire Station with seven drive-thru apparatus parking bays 55' in length. Minimum door dimensions of 12' wide by 14' high. Apparatus shall include a Tower Ladder and Medic Unit. It will include sleeping accommodations for 22 on duty personnel and a total capacity of 66 for the three shifts. Personnel quarters should provide for both male and female personnel and individual privacy. It should also include adequate storage facilities for equipment and supplies, medical decontamination area, protective clothing cleaning facilities and equipment. Exterior apparatus parking for seven vehicles and off street secured employee parking. The scope will include all structural interior finish, Geo Thermo HVAC, plumbing, electrical, telephone, CATV cable systems with dedicated conduit form the street, Plymovent Vehicle Exhaust System, Stainless Steel Kitchen; Meet all ADA and NFPA requirements.

The project will pursue a minimum LEED Silver Certification.

The consultant will also work with a City assigned artist to incorporate public art into the project either as a standalone piece or as components of the improvements.

OBJECTIVE:

The primary objective of the project is to construct a LEED silver Certified 14,000 square foot fire station.

1.0 SERVICES REQUIRED:**1.1 Investigation:**

All investigations include but are not limited to geotechnical, utility coordination, drainage or others as determined in order to complete the design or the project construction shall be performed by the designer.

1.2 Design/LEED:

Design shall meet all City's requirements for the project and shall be performed in phases as presented in the section 5.0 Project Schedule below.

The consultant shall comply with the City of El Paso Design Standards for Construction, Subdivision Standards, Grading Ordinance, USGBC LEED Certification Guidelines, and Energy Efficient Design. However the City of El Paso in this project has determined that the Consultant shall comply and pay special attention to the following design criteria.

- A drainage analysis will need to be completed to ensure all code requirements are met. Existing drainage patterns must be maintained.
- All paving areas shall be concrete and slopes shall comply with the following.
 - No less than 0.5% slope
 - No more than 11% slope (unless an existing condition exists)
- USGBC LEED Silver Certification (minimum) must be pursued and obtained.

1.3 Bidding & Construction:

During the bidding process, the designer shall assist the Owner with but not limited to the following items: determine bid period and date, respond to all questions from perspective bidders, attend a pre-bid conference, prepare addenda, evaluating bids, and provide recommendations concerning the acceptability of subcontractors. The bids shall be advertised as a lump sum contract and selection of the bidders shall be a Competitive Sealed Proposal selection.

During the construction phase, the designer shall assist the Owner, on a time and materials basis, with but not limited to the following items: responding to all questions from the contractor, providing advice and recommendation to the Owner, performing site visits, reviewing contractor submittals, reviewing applications for payment, publish as "punch list", issuing a "Certificate of Substantial Completion", and producing a set of reproducible (24"X36") "as-built".

1.4 Planning:

The designer shall assist the Owner in providing schedules for obtaining utility easements, and utility service lines.

ATTACHMENT A

- 1.5 **Soils Investigation:**
The designer shall provide a subsurface soil investigation study for the project and should be submitted to the Owner for a review. Log boring information can be shown on construction documents with appropriate notes and disclaimers that will minimize change orders.
- 1.6 **Design Analysis:**
The designer shall perform design analysis for each project to ensure public safety. Furthermore, all design analysis must comply with all applicable Building Codes, City, County, State, and Federal laws and regulations.
- 1.7 **ADA Compliance and Requirements**
The designer shall include the services of an ADA consultant certified to perform plan review and inspections for ADA, T.A.S, and Texas Department of Licensing and Regulation requirements. The consultant shall provide a complete service for items listed on the scope of work.
- 1.8 **Surveys**
The designer shall provide all topographic and horizontal surveys.
- 1.9 **Environmental Issues**
The designer shall not be responsible to provide asbestos, lead, mold, and other environmental surveys and/or studies.
- 1.10 **Building Permits, Special Permits, and Other Land Use Permits**
The designer shall be responsible to comply with all local, state, and federal building codes. The designer shall be responsible to submit required sets to City of El Paso Development Services for review and approval during final design phase period. The designer shall be responsible to obtain approval from Engineering Department before the construction documents are submitted for bid advertisement. It shall be the responsibility of the designer to follow up review and approval process with Engineering Department. The designer shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. The City of El Paso Engineering Department shall be responsible to review grading and drainage permit requirements.
- 1.11 **Storm Water Pollution Prevention Plan**
The designer shall prepare and provide storm water pollution prevention plan. The designer shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Development Services Department for review and approval.
- 1.12 **Utility Services**

ATTACHMENT A

The consultant shall be responsible for designing and coordinating all utility services to the Fire Station.

1.13 Utility Coordination

The consultant shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards.

1.14 Public Involvement

The consultant shall be responsible to assist the City in outreach to property owners to discuss improvements and how improvements will affect adjacent property owners.

1.15 Traffic and Pedestrian Control Plan

The consultant shall provide and produce any special specifications that shall specify general requirements for the traffic and pedestrian control plan for any required closures on public right of way. A requirement shall be that traffic and pedestrian control plan shall comply with national, state, and local codes and approval from City of El Paso Department of Transportation is required.

1.16 Construction Sequencing Plan

The consultant shall be responsible to prepare a construction sequencing plan and submit it at all design phase submittals for review.

1.17 Construction Schedule

The consultant shall meet with City of El Paso Project Manager and Construction Manager to determine construction schedule for each phase, order of work, and which phases will be done concurrently. The meeting shall be held after pre-final plans are submitted but before Final Design Notice to proceed is issued. The information will allow consultant to prepare a current market cost estimate at the final design phase submittal.

1.18 Public Art

The consultant shall coordinate the design with a City assigned artist to develop public art for the improvements. The art will be incorporated into the construction drawings.

2.0 PRODUCTS REQUIRED:

2.1 Drawings:

A. Preliminary Design:

During the preliminary design phase, the consultant shall present the City with a site layout of the fire station on the lot for review and comment. The

ATTACHMENT A

consultant shall provide preliminary building layouts and elevations for comments.

Upon the completion preliminary design phase, the designer shall submit ten (10) copies of the preliminary design documents and cost estimates for approval. If the Owner does not approve the preliminary design documents, the designer shall furnish five (5) copies of the resubmitted design documents.

B. Prefinal Design:

Upon the completion prefinal design phase, the designer shall submit ten (10) copies of the prefinal design documents and cost estimates for approval. If the Owner does not approve the preliminary design documents, the designer shall furnish five (5) copies of the resubmitted design documents.

B. Final Design:

Upon the completion of final design phase, the designer shall furnish to the Owner ten (10) copies of final design documents and specifications for review. After the review, the designer shall submit to the Owner three (3) copies for the final revised design documents and specifications for final check. Upon the approval of the final design documents, the designer should furnish the Owner one (1) reproducible set of the final design documents and specifications for bidding.

2.2 Specifications:

The Consultant will be using the City standard specifications. Any deviations shall be included in the special provisions specifications. They must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats.

2.3 Cost Estimates:

The designer shall develop and submit the construction cost estimates. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The designer's final estimate shall take into account all labor costs that shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council.

2.4 Design Analysis:

Design analysis shall include all engineering calculations for review by the Owner, governmental authorities who may have jurisdiction over each construction contract, and public utilities. It shall include all the required documentation for LEED certification process.

ATTACHMENT A

2.5 Reproduction

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

2.6 Bidding

The designer shall be responsible to answer all questions presented by bidders, attend pre-bid conference, participate in the competitive sealed proposal process procurement, evaluate bidders, provide bid analysis, provide bid recommendation, and be present during City Council meeting to answer questions about bid recommendation. The designer shall be responsible to prepare bid addendums.

2.7 Construction Administration Services

These services will be procured and rendered on a time and materials basis. The following are some of the construction services that may be required by the designer: The designer shall be present to answer questions at the pre-construction meeting. The designer shall be responsible to review, reject and/or approve submittals and shop drawings. The designer shall be responsible to provide written answers to requests for information (RFI's). The designer shall be responsible to review and sign off on change orders. The designer shall perform site visits and provide written observation reports to the Owner. The designer shall participate on the punch list walk thru. The consultant shall assure that ADA consultant perform inspection by or before punch list walk-thru. The designer shall sign-off on construction closeout documents. The designer will not provide inspection services. The designer shall provide both hard copies and electronic format CDs of the as-built plans, which include specifications and all attachments.

3.0 GENERAL REQUIREMENTS AND CRITERIA:

- 3.1 Design must meet all applicable City Codes and Ordinances.
- 3.2 Design must comply with Engineering Department Guidelines and meet the USGBC LEED silver certification.
- 3.3 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
- 3.4 The designer shall submit all redlines to the owner when plans are plan submittals are due.

ATTACHMENT A

4.0 OTHER CONSIDERATIONS:

4.1 Work to be coordinated with the Engineering Department, fire Department, Department of Transportation, Sun Metro, Information Services, TxDOT, EPWU and all affected stake holders.

4.2 Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

5.0 PROJECT SCHEDULE:

Preliminary Design Phase:	60 calendar days
Prefinal Design Phase:	45 calendar days
Final Design Phase:	21 calendar days

mijares • mora
ARCHITECTS INC.

August 8, 2011

City of El Paso
Engineering Department
Two Civic Center Plaza - 4th Floor
El Paso, Texas 79901-1196

Attn: Sam Rodriguez, P.E., CFM, CNU-A
Engineering Division Manager

Reference: Fire Station #513

Dear Mr. Rodriguez;

The following is our revised fee proposal in accordance with the clarifications you requested.

The scope of the work is understood to be the design of a new fire station for the City of El Paso to be located at the intersection of Revere Street and I-10 Gateway East, and the design of street improvements to Revere Street.

We respectfully submit a fee proposal for professional design services in the amount of **\$352,625.00** as detailed in the attached spread sheets to provide design, bid services, construction administration services, and LEED consulting services. For your convenience the proposed fee for each is as follows:

Design Phase	\$240,993.00
Bidding Phase	\$ 8,723.00
Construction Administration Phase	\$ 47,417.00
<u>LEED Consulting Services</u>	<u>\$ 55,492.00</u>
TOTAL	\$352,625.00

The design phases are per the PROJECT SCOPE provided to us – Preliminary Design, Pre-Final Design, and Final Design. The fee includes the services of the respective sub-consultants listed on the attached spread sheet and direct costs. Time frames for each of the Design Phases are also per the PROJECT SCOPE and noted on the attached spreadsheet. It is also our understanding that the Bidding and Construction Administration services will be billed on a "time and materials" basis against our proposed fee, that being the reason for providing you with respective separate fees for those phases. The hourly rates used to arrive at our proposal include administrative overhead multiplier and a 10% profit mark-up.

Fundamental commissioning services and optional enhanced commissioning services for the purposes of LEED certification are not included; we understand that the City will provide those services separate from the Design Contract.

ATTACHMENT B

Revised Fee Proposal
Fire Station #513
August 8, 2011

We propose a fee schedule as follows:

Preliminary Design	35% x \$240,993.00 + 30% of LEED	\$100,995.15
Pre-Final Design	35% x \$240,993.00 + 30% of LEED	\$100,995.15
Final Design	30% x \$240,993.00 + 20% of LEED	\$ 83,396.30
Bid	time and materials basis	\$ 8,723.00
Construction Phase	time and materials basis + 20% of LEED	<u>\$ 58,515.40</u>
TOTAL		\$352,625.00

In addition, we offer the following observations regarding LEED:

1. The US Green Building Council may certify a building through a formal and detailed documentation process through which USGBC determines if the project design and construction meets the Council's requirements for the targeted level of certification.
2. The guideline to be applied is that of LEED 2009 for New Construction.
3. Achieving LEED certification is contingent on a concerted effort of the Owner, Design Team, and Contractor to meet the requirements imposed on each party.
4. Costs associated with LEED certification include the efforts of a team member who is to manage the intense efforts of all involved parties, (typically that person is a LEED Accredited Professional), the additional cost to research applicable products and systems, the additional costs for energy modeling, the costs of a Commissioning Agent, and fees paid to USGBC. Please note that the fees to be paid to USGBC, which include registration fees and review fees, are not included in our proposal as they vary depending on the types of other services that may be requested of the USGBC.

Enclosed you will also find copies of our general liability insurance certificate and professional liability insurance certificate.

We hope you find the proposal in order.

If you have any questions or comments or should you require any additional information, please let us know. We thank you for the opportunity to be of service to the City of El Paso.

Respectfully submitted,



Jorge L. Mora, AIA
Mijares- Mora Architects, Inc.

Fire Station 513
Mijares-Mora Architects
8/8/2011 - Design Phase

TASK	Principal		Architect/Team Manager		Designer/PM		Spec Writer		CAD		Clerical	
	Hours	\$161.22	Hours	\$134.35	Hours	\$100.68	Hours	\$74.78	Hours	\$43.26	Hours	\$25.95
45 Days PRELIMINARY DESIGN PHASE												
Confirm Program Requirements			8.0	\$1,074.80	8	\$805.44						
Develop Design Solutions	4.0	\$644.88	8.0	\$1,074.80	40.0	\$4,027.20			40.0	\$1,730.40		
Coordinate Surveys & other			8.0	\$1,074.80								
Review Meeting			2.0	\$268.70	2	\$201.36						
Develop selected design			20.0	\$2,687.00	40	\$4,027.20			40	\$1,730.40		
Specifications							20.00	\$1,495.60				
Public Involvement			3.0	\$403.05	10.0	\$1,006.80						
Public Art coordination			2.0	\$268.70	4.0	\$402.72						
Review meetings	2.0	\$322.44	2.0	\$268.70	2.0	\$201.36						
Project Management & Administration	4.0	\$644.88									20.0	\$519.00
45 Days PREFINAL DESIGN PHASE												
Refine the design/develop drawings	4.0	\$644.88	60.0	\$8,061.00	220.0	\$22,149.60			220.0	\$9,517.20		
Coordination			8.0	\$1,074.80								
Specifications							60.00	\$4,486.80				
Review meeting	2.0	\$322.44	2.0	\$268.70	2.0	\$201.36						
Project Management & Administration	4.0	\$644.88										
Public Involvement			3.0	\$403.05	3.0	\$302.04					40.0	\$1,038.00
Public Art coordination			2.0	\$268.70	4.0	\$402.72						
30 Days FINAL DESIGN PHASE												
Finalize design drawings	10.0	\$1,612.20	60.0	\$8,061.00	120.0	\$12,081.60			120.0	\$5,191.20		
Finalize specifications			24.0	\$3,224.40					40.00	\$2,991.20		
Coordination			4.0	\$537.40							8.0	\$207.60
Permitting			6.0	\$806.10								
Review meeting	2.0	\$322.44	2.0	\$268.70	2.0	\$201.36						
Project Management & Administration	4.0	\$644.88									20.0	\$519.00
Sub-Total	36.0	\$5,803.92	224.0	\$30,094.40	457.0	\$46,010.76	120.00	\$8,973.60	380.0	\$18,169.20	88.0	\$2,283.60
TOTAL SALARY COST												
TOTAL LABOR												
PROFIT on LABOR (10%)												
TOTAL DIRECT COSTS												
TOTAL MIJARES-MORA												

TOTAL LABOR	\$111,335.48
PROFIT on LABOR (10%)	
TOTAL DIRECT COSTS	\$3,832.00
TOTAL MIJARES-MORA	\$115,167.48

SUB CONSULTANTS	
Landscape Architectural Services - landscape architect	\$9,515.00
Zamora Engineering, Inc. - structural	\$14,188.00
Fluid Systems - mechanical	\$12,215.00
Quantum Engineering - civil	\$27,980.00
Alpha Engineering - electrical	\$15,200.00
Balis and Company - construction cost estimate	\$7,935.33
Quantum - survey	\$9,271.00
PSI - geotechnical soils report	\$7,380.00
Focus on Architecture - RAS for TDLR - registration and plan review	\$1,150.00
Allowance for Geothermal Testwell and Testing (Optional)	\$15,000.00
TOTAL SUB CONSULTANTS	\$119,834.33

5% on SUBS	\$5,991.72
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TOTAL FEE	\$240,993.53
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DIRECT COSTS	
Specifications -13 review sets & final @ \$45.00 ea. (2 vol.)	\$585
Plotting - 185 sheets x \$5.00	\$925
Repro (43 review sets @ \$55.00 ea.)	\$2,322
Repro (1 reproducible set for bidding) 100 sheets @ \$6.60 ea.	\$660
Total	\$3,832

Fire Station 513
Mijares-Mora Architects
8/8/2011 - Bid Phase

TASK	Principal		Architect/Team Manager		Designer/PM		Spec Writer		CAD		Clerical	
	Hours	\$161.22	Hours	\$134.35	Hours	\$100.68	Hours	\$74.78	Hours	\$43.26	Hours	\$25.95
BIDDING												
Address questions and issue addenda			10.0	\$1,343.50					16.0	\$692.16		
Meet to select Best Value	2.0	\$322.44	2.0	\$268.70								
Project Management & Administration	2.0	\$322.44									40.0	\$1,038.00
Sub-Total	4.0	\$644.88	12.0	\$1,612.20	0.0	\$0.00	0.00	\$0.00	16.0	\$692.16	40.0	\$1,038.00
TOTAL SALARY COST												
				\$3,987.24								

TOTAL LABOR	\$3,987.24
PROFIT on LABOR (10%)	
TOTAL DIRECT COSTS	\$0.00
TOTAL MIJARES-MORA	\$3,987.24

SUB CONSULTANTS	
Landscape Architectural Services - landscape architect	\$504.00
Zamora Engineering, Inc. - structural	\$836.00
Fluid Systems - mechanical	\$1,170.00
Quantum Engineering - civil	\$1,000.00
Alpha Engineering - electrical	\$1,000.00
TOTAL SUB CONSULTANTS	\$4,510.00

5% on SUBS	\$225.50
TOTAL FEE	\$8,722.74

Fire Station #513

Mijares-Mora Architects

8/8/2011 - Construction Administration Phase

TASK	Principal		Architect/Team Manager		Designer/PM		Spec Writer		CAD		Clerical	
	Hours	\$161.22	Hours	\$134.35	Hours	\$100.68	Hours	\$74.78	Hours	\$43.26	Hours	\$25.95
CONSTRUCTION ADMINISTRATION												
Review submittals					40.0	\$4,027.20						
Job Site Meetings (12 meetings-12 months)					24.0	\$2,416.32						
Review pay requests (12 + 2 at closeout)					14.0	\$1,409.52						
Job site visits and field reports(52 weeks)					104.0	\$10,470.72						
Issue ASI/RFI/Change Orders					24.0	\$2,416.32						
Punch list					20.0	\$2,013.60						
Close out including record drawings					8.0	\$805.44			24.0	\$1,038.24		
Project Management & Administration	24.0	\$3,869.28									52.0	\$1,349.40
Sub-Total	24.0	\$3,869.28	0.0	\$0.00	234.0	\$23,559.12	0.00	\$0.00	24.0	\$1,038.24	52.0	\$1,349.40

TOTAL SALARY COST						\$29,816.04
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TOTAL LABOR	\$29,816.04
TOTAL DIRECT COSTS	\$1,100.00
TOTAL MIJARES-MORA	\$30,916.04

SUB CONSULTANTS	
Quantum Engineering - civil	\$5,223.00
Landscape Architectural Services - landscape architect	\$4,005.00
Zamora Engineering, Inc. structural	\$2,622.00
Fluid Systems - mechanical	\$2,065.00
Alpha Engineering - electrical	\$1,800.00
TOTAL SUB CONSULTANTS	\$15,715.00

5% on SUBS	\$785.75
TOTAL FEE	\$47,416.79

DIRECT COSTS	
Mileage 1250 @ \$.50/mi	\$625
Repro (\$250.00 allowance)	\$250
Mylar record drawings \$6.60/sht.	\$1,100

ATTACHMENT B



DATE: 7/25/11
 CLIENT: Mijares Mora Architects
 PROJECT: Fire Station
 LOCATION: El Paso, TX

DESCRIPTION: *Cost Estimating for Civil, Structural, Architectural, Mechanical and Electrical systems. Travel is not included. If required, travel will be billed at cost and hourly rates.*

SUBMITTALS:

- S1: Preliminary Phase
- S2: Pre-Final Phase
- S3: Final Phase
- S4:

FEES:

	RATE	S1	S2	S3	HRS	AMOUNT
PRINCIPAL	\$114.15				-	\$0.00
SENIOR ESTIMATOR	\$85.23	8	16	12	36	\$3,068.28
ESTIMATOR	\$63.94	24	24	20	68	\$4,347.92
JUNIOR ESTIMATOR	\$55.67				-	\$0.00
CLERICAL	\$35.95				-	\$0.00
TOTAL						
HOURS		32	40	32	104	
AMOUNT		\$2,216.40	\$2,898.24	\$2,301.56		\$7,416.20

REIMBURSABLES:

- AIRFARE
- MEALS
- LODGING
- CAR RENTAL/GAS
- REPRODUCTION
- SHIPPING
- TELECOMMUNICATIONS

REIMBURSABLES: \$0.00 \$0.00 \$0.00 \$0.00

SUBTOTAL, FEES/EXPENSES \$2,216.40 \$2,898.24 \$2,301.56 \$7,416.20

NM Gross Receipts Tax 7.000% \$155.15 \$202.88 \$161.11 \$519.13
 TOTAL PROPOSED FEE: \$2,371.55 \$3,101.12 \$2,462.67 \$7,935.33

Proposal is valid for a period of 12 months from the above date.
 4600A Montgomery NE, Suite 202, Albuquerque, NM 87109
 505-883-7990 fax 505-883-7971



July 27, 2011

Mr. Jorge Mora
Mijares Mora Architects Inc.
111 N. Festival
El Paso, Texas 79912

Re: Proposal for Geotechnical Engineering Investigation
Proposed Fire Station 513
El Paso, Texas
PSI Proposal No. 625-49909

Dear Mr. Mora:

Pursuant to your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for performance of a geotechnical engineering investigation at the site of the referenced project. A subsurface exploration will be conducted to provide information needed in the design of a foundation and pavement system for the proposed Fire Station 513 and Revere Street Improvements.

Project Description

Site reconnaissance was performed by PSI at the project site on July 25, 2011. The site revealed a locked contractor staging yard and abandoned, small residential home. The project site visually appeared to slope down to the south nearly 5 feet. The site appears to be comprised of accumulated fill materials placed over time. The fill materials are estimated to be nearly 5 to 10 feet deep as noted from the south sloping edge of the property. The ground surface consisted of a variety of materials comprised of sand, gravel, concrete and asphalt debris and trash. Approximately 10 tractor trailer trucks were noted driving past the site during the 15 minute visit. Revere Street was visually noted to exhibit deterioration of asphalt along the east lane, rutting, shoving, alligator cracking and numerous patches.

The project Civil Engineer (Quantum Engineering) and Structural Engineer (Zamora Engineering) were contacted regarding obtaining grading and traffic impact studies and structure loading information, respectively. Project information was unavailable at the time of this proposal preparation.

The proposed project is located at the southeast corner of Gateway East and Revere Street in El Paso, Texas. We understand that the proposed project will consist of constructing a fire station structure with associated concrete and asphalt paved parking, asphalt paved basketball court and two ponding areas.

A retaining wall near the southeast and south sides of the property will be constructed. Details regarding the length and height of the wall were unavailable at the time of this proposal preparation. For purposes of this proposal, it is assumed that the wall will be nearly 5 to 8 feet tall.

'It is understood that the reconstruction of Revere Street consists of the road alignment extending south of Gateway East to the south edge of the project property line and consist of one lane in each direction. The street will potentially consist of curb and gutter. It is assumed that storm drainage will be overland flow.

The fire station will encompass a plan area of approximately 18,000 to 19,000 square feet. The structure will be one-story in height with CMU load bearing walls and a concrete slab-on-grade floor. The structure will consist of 20 to 25 foot ceiling heights in the apparatus bays and 15 to 20 foot tall ceiling heights in the office/living quarters. Detailed structural loading information is not currently available; therefore we have assumed maximum column loads will be less than 100 kips per column and maximum wall loads will be less than 3 kips per linear foot of wall. We anticipate conventional shallow foundation footings are favored for support of the proposed structure. Concrete and asphalt pavement is slated for the apparatus bay parking and drives and automobile areas, respectively.

Detailed site grading information has not been provided to PSI; however, we have assumed that the buildings will be constructed at or slightly above existing grades.

Traffic counts were not provided to PSI at the time of this proposal preparation for performance of pavement structural section design in the reconstruction of Revere Street. Traffic counts should be provided prior to initiation of this investigation, if available. If no traffic counts or estimated traffic vehicle types, loading and frequency are available, we will assume the roadway will classify as an Industrial Development per City of El Paso Department of Traffic & Transportation Design Standard for Construction. We have estimated the following traffic conditions for a 10 and 20 year analysis.

Table 1: Revere Street Vehicle Type, Frequency and Axle Loading Estimate

Vehicle	Number Per Day	Axle Loading (kips)
Automobile	50	2-2
SUV	200	3-3
Pickup Truck	50	2-5
Fire Truck	25	7-17
EMS Vehicle	25	4-16
Trash Truck	3	12-34T
Heavy Trucks	320	12-34T-34T

We request that you contact us if any of the noted information is incorrect to allow us to make necessary modifications to this proposal.

Subsurface Investigation and Engineering

We propose to investigate the proposed project site with the schedule of borings shown in the following table based on the site reconnaissance and limited information available regarding the project site.



Table 2: Schedule of Proposed Exploratory Borings

Structure	Number of Borings	Boring Depth (feet below grade)
Fire Station	3	30
Apparatus Bays Pavement	2	10
Automobile Pvmnt/Basketball Cr/ Retaining Wall	2	20
Revere Street	2	6.5
Percolation Tests and Soils Classification Borings	1	1
	1	7
	1	3
	1	9

The borings will be extended to the depths shown in Table 2, or to auger refusal, whichever is shallower. Auger refusal is defined as less than 12 inches auger penetration for one minute of drilling. The depth of each boring will be referenced from existing grade at the time of our drilling operations. Ground water observations will be performed while drilling and immediately following drilling from the augered boreholes. The boreholes will be backfilled with soil from auger cuttings at the completion of drilling and ground water observations. The Revere Street boreholes will be backfilled with soil from auger cuttings at the completion of drilling. The top of Revere Street boreholes will be plugged with a minimum two feet of concrete and the asphalt patched with asphalt cold patch.

The borings will be advanced with a truck mounted drill rig utilizing hollow stem augers. Soil samples will generally be obtained beginning at ½ foot depth below grade and at 2.5 foot intervals thereafter to a depth of 10 feet below grade. Five foot sample intervals will be performed between a depth of 10 feet and boring termination. Soil samples and SPT N blow counts will be obtained utilizing a split barrel (split spoon) sampler in accordance with ASTM D 1586. For Revere Street soil samples will generally be obtained immediately below the pavement and at 2.5 foot intervals to boring termination utilizing a split barrel (split spoon) sampler in accordance with ASTM D 1586. All samples will be sealed at the site to prevent loss of moisture and disturbance during shipment to the laboratory.

We understand (per the City of El Paso) that traffic control plan, cut permit and bond is required to perform the work described in this proposal for evaluation of Revere Street. Traffic control for our field work will be provided by Apache Barricade. The required traffic control plan will be submitted to the City for approval prior to commencement of work.

We anticipate that laboratory testing of selected samples could include the following:

- Moisture Content (ASTM D 2216) 25
- Atterberg Limits (ASTM D 4318)..... 25
- Percent Passing The No. 200 Sieve (ASTM D 1140) 25
- Particle Size Analysis (ASTM D 6913)..... 25
- California Bearing Ratio (ASTM D 1883)..... 1
- Modified Proctor (ASTM D 1557)..... 1

The number and type of laboratory tests will vary based on the subsurface conditions



encountered and the materials collected. The field exploration and laboratory testing will be used in the engineering analysis and development of recommendations. The results of the subsurface exploration and recommendations will be presented in a written report prepared by a team consisting of qualified geotechnical personnel and licensed professional engineers.

Based on the findings of the field and laboratory programs and engineering analyses, we will provide opinions and recommendations regarding the following:

- subsurface soil conditions, including depth and consistency of soil strata;
- ground water levels as observed during field work, excluding quantitative determinations of flow or dewatering rates;
- suitable foundation type and depth, allowable bearing pressures, and estimated settlements;
- recommendations for treatment and/or removal of unsuitable bearing soils, if encountered;
- slab-on-grade construction;
- seismic site class in accordance with IBC;
- recommendations for concrete and asphalt pavement structural sections;
- suitability of on-site material for engineered structural fill;
- recommendations for engineered structural fill;
- percolation rate; and
- lateral earth pressures.

An engineering evaluation would be performed in general accordance with the ASSHTO pavement design guide to develop a pavement structure for the street class discussed above (Revere Street). Recommendations will be provided for subgrade preparation and placement of sub-base materials.

Information regarding the floor elevations of the proposed ponding areas were unavailable at the time of this proposal preparation. We will perform the percolation rate tests at a depth of 3 feet and 1 foot below grade at the north ponding area and the south ponding area, respectively.

Fees and Conditions

It is proposed that the fee for the performance of the above outlined services be determined on a lump sum basis of \$7,380.00. It is also proposed that the work be performed pursuant to the PSI General Conditions. This proposal is based on providing three PE sealed and signed copies of each report addressed to the client, by regular mail. If additional copies are required, an additional fee will be charged. If additional work beyond that outlined in this proposal is desired, PSI can provide additional services on a unit price basis in accordance with the unit rates shown on the attached fee schedule. Copies of the PSI Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal. The lump sum cost assumes that boring locations are accessible to truck mounted drilling equipment and the client will provide permission to enter and access about the site.



The lump sum fee does not include labor and equipment fees associated with site clearing to access the boring locations. Arrangements shall be made by the Client to have the locked contractor staging area open and cleared for the proposed borings. Anticipated difficulties with accessing the boring locations should be brought to our attention during the proposal phase to allow for incorporation of site clearing fees.

Our estimate covers the work needed to present our findings and recommendations in a report form. Not included are reviews of foundation and pavement drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report. PSI would, however, be pleased to provide any desired additional services on a unit price basis as previously outlined.

Table 3: Anticipated Schedule

Service	Time
Traffic Control Plan & City Cut Permit and Bond	5 to 10 Day
Utility Locate & Boring Layout	2 Days
Drilling and Sampling	2 to 3 Day
Laboratory	10 Days
Report	5 Days
Total (Business/Working Days)	24 to 30 Days

PSI will contact Dig Tess public utility locate system prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal assumes that private utility lines and other subsurface appurtenances will be located in the field by others prior to our mobilization.

PSI will proceed with the work on the basis of written authorization; please sign and return one copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet so that PSI may best serve your project. Additionally, upon your request, PSI can provide a proposal to provide Construction Materials Testing Services for this project.

Field exploration could include services such as drilling, split barrel sampling and standard penetration tests, California sampling and penetration testing, spot elevation surveying and subsurface logging and is a vital data gathering element of our services for this project. These services require substantial commitment of PSI resources, consumables and other expenses in the beginning of your project, to be able to conduct laboratory testing, engineering analysis and report development for your project. Please note, therefore, that we will invoice you partially for the field exploration portion of our work upon its completion, with the balance of our fee invoiced in a manner consistent with terms and conditions described herein. Your acceptance of this proposal acknowledges your approval of this procedure.

The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminant amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future



occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

PSI appreciates the opportunity to offer its services to your project and looks forward to working with you during the design phase. If you have questions concerning this proposal and the services PSI can provide your project, please contact our office at (915) 584-1317.

Respectfully submitted,
Professional Service Industries, Inc.


Lourdes Pacheco, EIT
Graduate Engineer
lourdes.pacheco@psiusa.com


Ryan Schaner, P.E.
Branch Manager/ CS Principal Consultant
ryan.schaner@psiusa.com

reviewed by
Mohan K. Vennalaganti, P.E.
Chief Engineer

Attachments: General Conditions (1)

In addition to Geotechnical Engineering, PSI performs a complete range of Environmental Consulting Services and Construction Materials Testing Inspection Services. In addition to those listed above, your project can be provided with the following:

- * Environmental Site Assessments
- * Wetland Investigations
- * Construction Materials Testing
- * Asbestos Sampling & Testing
- * Roof Testing & Inspections
- * Fireproofing Inspection
- * Hydrologic/Hydraulic Engineering
- * Indoor Air Quality Studies
- * Lead Based Paint Testing
- * Floor Flatness Testing

PROPOSAL ACCEPTANCE:

AGREED TO THIS _____ DAY OF _____, 2011

SIGNATURE: _____

TYPED/PRINTED NAME: _____

TITLE: _____

FIRM: _____



PROJECT DATA SHEET

1. Project Name: _____

2. Project Location: _____

3. Your Job No.: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Site Contact: _____ Fax No.: _____

6. Number and Distribution of Reports:

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information or Previous Subsurface Information Available:



**GENERAL SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS TESTING/GEOTECHNICAL/ENVIRONMENTAL
Effective January 1, 2011**

Professional Services

Chief Engineer / Scientist.....	Per Hour	\$ 175.00
Regional / Senior Technical Engineer.....	Per Hour	\$ 155.00
Project Engineer / Scientist / Geologist.....	Per Hour	\$ 107.00
Graduate Engineer/Project manager.....	Per Hour	\$ 96.00
Staff Scientists / Geologist.....	Per Hour	\$ 80.00
Project Engineer/Manager Review of Reports.....	Per Report	\$ 23.00
Drafting.....	Per Hour	\$ 58.00
Clerical.....	Per Hour	\$ 43.00

Construction Materials Testing - Laboratory Testing Service

Concrete

Concrete Compression Testing including hold cylinder, each.....	Per Each	\$ 16.00
Flexural Strength of Concrete Test (Beams), each.....	Per Each	\$ 43.00
Mix Design Review, each.....	Per Each	\$ 90.00
Masonry Cubes (ASTM) C270, per set of 3.....	Per Set	\$ 80.00
Masonry Grout Specimens (ASTM) C1019 set.....	Per Each	\$ 80.00

Soils

<u>Atterberg Limits:</u>		
Soils, per each.....	Per Each	\$ 59.00
Soils with additive, per each.....	Per Each	\$ 64.00
Grain Size Analysis - Mechanical & hydrometer, per each.....	Per Each	\$ 160.00
Sieve Analysis, per each.....	Per Each	\$ 64.00
Material Finer than #200 Sieve, per each.....	Per Each	\$ 43.00
Moisture Content Determination, per each.....	Per Each	\$ 7.50
Specific Gravity, per each.....	Per Each	\$ 57.00
Density and Moisture Content, per each.....	Per Each	\$ 34.00
<u>Unconfined Compressive Strength:</u>		
Soil, per each.....	Per Each	\$ 38.00
Rock per each.....	Per Each	\$ 43.00
<u>Moisture Density Relationship (Proctor Curve)</u>		
ASTM D 698 (Standard), per each.....	Per Each	\$ 193.00
ASTM D 1557 (Modified), per each.....	Per Each	\$ 209.00
Sample Preparation, per hour.....	Per Hour	\$ 32.00
<u>Triaxial Test</u>		
Unconsolidated - Undrained, per specimen.....	Per Specimen	\$ 112.00
Unconsolidated - Undrained, Multiple Stage.....	Per Stage	\$ 455.00
Consolidated - Undrained with Pore Pressure Measurement, per specimen.....	Per Specimen	\$ 840.00
Consolidate - Undrained with Pore Pressure Measurement, Multiple Stage.....	Per Stage	\$ 1,085.00
Consolidated Test, per each.....	Per Each	\$ 390.00
Consolidated - Drained Direct Shear, per point.....	Per Point	\$ 160.00
Percent Swell, per each.....	Per Each	\$ 160.00
California Bearing Ratio, per each.....	Per Each	\$ 390.00
THD Triaxial, per each.....	Per Each	\$ 1,450.00
<u>Permeability Test</u>		
Falling Head, per each.....	Per Each	\$ 145.00
Triaxial, per each.....	Per Each	\$ 455.00
pH Lime Series (ASTM C977), per sample.....	per Sample	\$ 187.00
Electrical Resistivity, THD Method, per each.....	Per Each	\$ 123.00

Asphalt

Molding Specimens, (3 specimens), per set.....	Per Set	\$ 160.00
Density (3 specimens), per set.....	Per Set	\$ 96.00
HVEEM Stability (3 specimens), per set.....	Per Set	\$ 160.00
Extraction & Gradation, each.....	Per Each	\$ 198.00
Theoretical Specific Gravity, each.....	Per Each	\$ 75.00

Construction Material Testing - Field testing Services

Engineering technician: to per form field inspection of concrete, field density tests and sample pick-up per hour.....	Per Hour	\$ 46.00
Trip Charge.....	Per trip	\$ 41.00
Senior Engeneering technician to monitor drilled pier operations, verify reinforcing steel placement and size, proof rolling inspection, ect., per hour.....	Per Hour	\$ 54.00
Certified Welding Inspector, per hour.....	Per Hour	\$ 128.00
Fireproofing/Roofing Inspector, per hour.....	Per Hour	\$ 75.00
Concrete/Asphalt Coring, per hour (2-man crew).....	Per Hour	\$ 107.00
Field Gradations Equipment, per test.....	Per Test	\$ 13.00
Depth Checks, each.....	Per Each	\$ 13.00
Concrete Flatness, per square foot (minimum \$800.00).....	Per Foot	\$ 0.55



**GENERAL SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS TESTING/GEOTECHNICAL/ENVIRONMENTAL**

Geotechnical - Field Services*

Mobilization of Truck Mounted Drill unit Round Trip, per mile (minimum \$250.00).....	Per Mile	\$ 4.80
Support Services Including Such Items as Rental Equipment		
Expendable Supplies, Contract Personnel, and Permits.....	Per Each	Cost + 25%
Per Diem, Per Man, Per Day.....	Per Day	\$ 107.00
Soil Sampling Using Shelby Tubes and Split-Barrel Samplers		
Intermittent Sampling at 5 Foot Intervals		
0-50 Foot Depth, Per Foot.....	Per Foot	\$ 16.00
50-100 Foot Depth, Per Foot.....	Per Foot	\$ 25.00
Continuous Sampling		
0-10 Foot Depth, Per Foot.....	Per Foot	\$ 25.00
10-50 Foot Depth, Per Foot.....	Per Foot	\$ 31.00
0-50 Foot Depth, Carbide Bit, Per Foot.....	Per Foot	\$ 18.00
50-100 Foot Depth, Carbide Bit, Per Foot.....	Per Foot	\$ 25.00
Wash Drilling or Augering without Sampling, Per Foot.....	Per Foot	\$ 18.00
Rock Coring with NX Size Core Barrel		
0-50 Foot Depth, Carbide Bit, Per Foot.....	Per Foot	\$ 55.00
50-100 Foot Depth, Carbide Bit, Per Foot.....	Per Foot	\$ 62.00
Diamond Bits, if Required.....	Per Each	Cost + 25%
CME 5 Foot Continuous Sampler 0-50 Foot Depth, Per Run.....	Per Run	\$ 107.00
Stand-by or Access Time, Per Hour.....	Per Hour	\$ 133.00
Drilling with Auger Rig, Per Hour (Minimum 4 Hours).....	Per Hour	\$ 240.00

Analytical Laboratory Services

BTEX, EPA Method SW8020 or 602, per test.....	Per Test	\$ 115.00
TPH, TX1005, per test.....	Per Test	\$ 70.00
Volatile Organics, EPA Method 8260, per test.....	Per Test	\$ 300.00
PCB Scan, SW8080 or EPA 608 Method, per test.....	Per Test	\$ 214.00
Secondary Drinking Water Standards, Various Methods.....	Per Test	\$ 1,086.00
TCLP Metals (8), Various Methods, per test.....	Per Test	\$ 262.00
PLM Bulk Sample Analysis, per test.....	Per Test	\$ 310.00
Lead Bulk Sample Analysis, per test.....	Per Test	\$ 27.00
Shipping and Other Subcontract Services, per test.....	Per Test	\$ 18.00
	Per Test	Cost +25%

* Prices quoted above are for normal turn around time (10 working days)

If rush turn around time of three (3) to five (5) days is required, a 50% to 100% surcharge is added

Equipment

Photoionization Detector, per day.....	Per Day	\$ 155.00
Water Level Indicator, per day.....	Per Day	\$ 38.00
Combustible Gas and Oxygen Meter, per day.....	Per Day	\$ 58.00
Nuclear Density Test Equipment, per test.....	Per Test	\$ 19.00
Temperature Conductivity Meter and pH Meter, per day.....	Per Day	\$ 80.00
Vehicle (Minimum \$25.00/trip).....	Per Mile	\$ 1.15
Computer Services, per hour.....	Per Hour	\$ 180.00
Generator, per day.....	Per Day	\$ 85.00
Steam Cleaner.....	Per Day	\$ 150.00
DOT Drums.....	Per Each	\$ 43.00
R-Meter.....	Per Day	\$ 32.00
Core Machine.....	Per Day	\$ 90.00
Core Bit Charge (Asphalt).....	Per Inch/Core	\$ 1.15
Subcontractor Services, Special Equipment.....	Per Each	Cost +25%
Commercial Transportation.....	Per Trip	Cost +25%
Photographic Services/Printing.....	Per Each	Cost +25%

Hourly work is portal to portal with a minimum of two hours per call out. Charges for services performed outside of 8:00AM to 5:00PM, over 8 hours per day and on Saturdays will be billed at 1.5 times the listed rates.

Services performed on Sundays and holidays will be performed at 2.0 times the listed rates. Scheduling of services require 24 hour notice. Expedited services will be billed 1.5 times the listed rate.

Project Manager/Engineer to schedule personnel, supervise personnel and evaluate and review reports will be invoiced at \$78.00 per hour for a minimum of 0.2 hours per report issued.

Above unit rates include up to three copies of each report distributed and mailed in accordance with your instructions, additional copies will be billed at \$1.00 per report.

The items listed above are those tests most frequently requested. Services and fees not listed will be quoted on request.





July 29, 2011

MIJARES MORA ARCHITECTS, INC.
 111 N. Festival Drive
 El Paso, Texas 79912

Attn: Jorge Mora, AIA, LEED® AP
 Principal

Re: Proposed Site and Street Improvements for the New Fire Station No. 513
 City of El Paso

Dear Mr. Mora:

Thank you for considering Quantum Engineering Consultants, Inc. (QEC) for this project. QEC submits herewith our proposal to provide professional engineering and surveying services in connection with the Site and Street Improvements for the New Fire Station No. 513 in El Paso, Texas (hereinafter called the *Project*). This proposal is based on our familiarity with the area, instructions as per our meeting on July 20, 2011, our site visit and the Preliminary site plan layout attached herewith. You are expected to furnish us with full information as to your requirements, including any special or extraordinary considerations or special services needed, and to make available all pertinent existing data.

Our BASIC SERVICES will consist of the following:

Item 1: PROFESSIONAL SURVEYING SERVICES (by Subconsultant):

1. A Topographic, Boundary and Improvement Survey of the subject property, including cross-sections along Revere Street and a segment of the East Frontage Road of IH-10 (adjacent to the subject property) to include set markers at all property corners; location and description of observable evidence of all above-ground improvements; location and description of observable evidence of above-ground easements and utilities; spot elevations; roadway cross-sections; Right-of-Way lines; contour lines; a Plat of Survey signed and sealed by a Registered Professional Land Surveyor. Services shall also include research and field reconnaissance for any easements, Rights-of-Way/property lines, or existing above ground and subsurface utilities within the area.

Item 2: REVERE STREET UPGRADES

1. Our fee proposal includes upgrades to Revere Street from the IH-10 East Frontage Road to its terminus. Services shall include a Plan and Profile for Revere Street in accordance with the City of El Paso Design Standards for Construction. The street shall be upgraded to include the appropriate pavement width and associated appurtenances including new sidewalks, concrete driveways, wheelchair ramps, curb & gutter and asphalt transitions at intersection streets.
2. Prepare a Selective Demolition Plan of site civil related items, within the street ROW, including asphaltic pavement, curbing, sidewalks, driveways, miscellaneous sitework items, etc.
3. Design the appropriate stormwater conveyance systems to safely direct the anticipated stormwater run-off to designated locations. This may include surface and/or subsurface drainage systems as appropriate.
4. Prepare Standard Street and/or Roadway details, typical sections and street cross-sections every 50-ft in accordance with the requirements as set forth by the City of El Paso's Design Standards for Construction, City Street Department, City Engineering and EPDOT.

5. Our fee includes coordination and meetings with City Engineering, Texas Department of Transportation (TxDOT) and City of El Paso Department of Transportation (EPDOT), as necessary.

Item 3: SITE CIVIL DESIGN PHASE SERVICES

1. Research site-specific drainage requirements with the City of El Paso (COEP) and Texas Department of Transportation (TxDOT).
2. Perform **Standard Drainage Computations** to estimate Stormwater runoff quantities as per the City of El Paso Drainage Design Manual. However, our fee does **NOT** include FEMA analyses, studies or coordination or a drainage report of the subject property analyzing existing conditions and/or proposed improvements.
3. Prepare a **Final Grading and Drainage Plan**, based on the final approved architectural and landscape architectural site development plan. The final grading and drainage scheme will closely follow the existing drainage flow patterns and drainage Masterplan for the area.
4. Our Fee Proposal includes the design of on-site detention and/or retention impoundment(s) for the anticipated site runoff. The design will be based on the current City of El Paso Drainage Design Manual (DDM). Fee includes coordination with the City of El Paso and TxDOT for the final drainage scheme and pond design.
5. Prepare a **Selective Demolition Plan** of site civil related items including asphaltic and/or concrete pavement, curbing, sidewalks, miscellaneous sitework items, etc. (if necessary). This does not include the demolition of buildings or other architectural related features or items.
6. Perform **Earthwork Calculations** to balance on-site earthwork materials.
7. Prepare **Standard Drainage Details** and design the on-site stormwater conveyance systems (surface or subsurface) for the anticipated runoff.
8. Prepare **Standard Details and Typical Sections** as required by the City of El Paso, TxDOT, and/or Fire Department/Marshal.
9. Our proposal includes the design of permanent erosion control measures for the site (i.e. erosion control mats, rock or concrete rip-rap plating, seeding, etc.)
10. A **Site Utility Plan and Associated Details Are Not Included in Our Fee Proposal**. These shall be designed by the appropriate mechanical engineering discipline. Additionally, we will not be responsible for the coordination and/or design of the electrical or mechanical utilities. Our fee does **NOT** include distribution and collection mains outside the property, analysis and design of sewer lift stations or pump station design. Should these services be required, it will be billed on an hourly and reimbursable basis, in accordance with *Attachment No. 1* or a lump sum, Not-To-Exceed fee agreed upon by both parties in writing.
11. Our fee includes the preparation of a **Stormwater Pollution Prevention Plan**.
12. Our fee includes the preparation of **Stormwater Pollution Prevention Specifications**.
13. Prepare written **Technical Specifications** for the Civil portion of the Work.
14. Perform all engineering work and prepare drawings in accordance with the City of El Paso Engineering Department, Texas Department of Transportation, and City of El Paso Fire Department.
15. Submit the final civil drawings to Mijares-Mora Architects, Fire Marshal, TxDOT and City of El Paso for review and approval, and address any architectural, Fire Department, TxDOT and/or COEP comments.
16. Provide CLIENT with one (1) set of final reproducible documents for the Project.
17. Services also include attending meetings and providing coordination with Mijares-Mora Architects, City of El Paso Engineering Department, City of El Paso's Fire Marshal's office, utility companies, TxDOT, the Design Team and any other entities/parties affected by the proposed improvements. Out of town meetings or trips will be considered additional services and billed on an hourly and reimbursable basis in accordance with *Attachment No. 1*.

18. QEC will coordinate with the respective utility companies having jurisdiction over this project with regards to the relocation of all site utilities and any utilities that may conflict with the proposed improvements.

Item 4: LEED DESIGN AND COORDINATION

1. Perform data collection and calculations to complete the documentation required for submittal of the application for LEED certification.
2. QEC will perform the initial LEED Assessment for site civil design components with the Project Team in order to evaluate the project's goals and levels of certification sought.
3. QEC will coordinate with the City of El Paso, Mijares-Mora and project design team on lead components specifically as it relates to civil design items.

Item 5: BIDDING and CONSTRUCTION PHASE SERVICES:

1. QEC will participate in the Pre-Bid and Pre-Construction Conferences as requested by Client.
2. QEC will review and respond to all civil design related Requests for Information (RFIs).
3. QEC will assist in preparing addenda and provide recommendations or answer any questions that the Contractor may have. We will also include shop drawing and submittal review for all civil related components.
4. Bi-monthly project site visits to observe and document the progress and nature of the Work are included in our Basic Services. QEC will prepare field reports and submit them to the Client on a semi-monthly basis. QEC will make sure that the proposed improvements are constructed in accordance with the approved Project documents and in accordance with the governmental agencies or entities having jurisdiction over this Project. Services of a full-time Resident Project Representative (RPR) are NOT included in our fee proposal but can be provided if authorized in writing by the City of El Paso or Mijares-Mora Architects. If these services are required, they will be billed on an hourly and reimbursable basis, in accordance with *Attachment No. 1*.
5. Pre-final and Final Punch List Field Observations for the Civil portion of the Work will be included in our Basic Services.
6. RECORD DRAWINGS reflecting "As-Built" information based on Contractor supplied information will be included as part of our Basic Services. Certified "RECORD DRAWINGS" of all civil related items shall be prepared. Surveying Services necessary to obtain "As-Built" information is NOT included in our fee.
7. Attend miscellaneous meetings as may be required by Mijares-Mora Architects, Fire Marshal's office, City of El Paso, TxDOT, utility companies, Contractor, Project Surveyor, and/or other parties/entities involved with the proposed site improvements.

PROFESSIONAL FEES: We agree to perform the above Scope-of-Services for the fees listed below. Please keep in mind that our fees shall not be adjusted based on percentage of construction costs or bid procurement method. Our fees include coordination meetings with the City of El Paso, TxDOT, Mijares-Mora Architects Inc., Fire Marshal/Department, Project Surveyor, and all parties, agencies, and/or entities affected by the proposed improvements.

<u>Item Description</u>	<u>Fees</u>
Item 1: Professional Surveying Services*	\$9,271.00
Item 2: Revere Street Upgrades	\$8,869.00
Item 3: Site Civil Design Phase Services (Preliminary- \$5,981.00; Pre-Final - \$8,519.00; Final - \$4,611.00)	\$19,111.00

Item 4: LEED Design and Coordination	\$4,038.00
Item 5: Bidding and Construction Phase Services (Site - \$4,151.00, Revere Street - \$2,072.00)	\$6,223.00

Our fees include coordination meetings with Mijares Mora Architects Inc., City of El Paso, TxDOT, Project Surveyor, Fire Department, and all parties, agencies, and/or entities affected by the proposed site improvements.

** This item shall be paid within 30 days from delivery of final survey*

REPROGRAPHIC EXPENSES: ENGINEER is responsible for all reprographic expenses associated with submittals for securing approvals from the City of El Paso, TxDOT and/or Fire Department. CLIENT shall pay for all other reprographic expenses.

ITEMS PROVIDED by CLIENT: We understand that CLIENT is responsible for providing us with the following items:

- 1) An electronic copy of the final approved architectural site development plan of the proposed site improvements by Mijares-Mora Architects.
- 2) An electronic copy of the approved landscape architectural site development plan.
- 3) A current soils investigation report for the site prepared by a licensed Professional Engineer. This report shall be suitable for Civil design purposes and shall include at a minimum soil borings, soil classifications, earthwork recommendations, and pavement section recommendations. If on-site ponding is required for stormwater management, the soils investigation shall also include percolation test(s) for the proposed ponding area(s) as required by the City of El Paso.
- 4) Any additional soils investigations as may be required by the City of El Paso or other agencies; construction materials testing services; and/or any filing, permit, or application fees.
- 5) QIEC does not provide environmental design or consulting services. CLIENT is solely responsible for determining the need for and selecting and contracting any specialized consultants as may be required for any environmental studies and/or remediation efforts in connection with the Project.

note: All drawings provided by CLIENT shall be furnished to us on diskette in a file format compatible with AutoCAD 2011.

EXCLUSIONS: Unless specifically listed above, our professional services do NOT include plan checking processing fees associated with planning, engineering or utility services; alley, row or street vacations; street upgrades (other than what has been included in Item 2); acceleration or deceleration lanes on the I11-10 Gateway Access Road; professional surveying services (other than what has been included in Item 1); platting, re-platting or rezoning of property; site development plan (by Architect); FEMA analyses, studies or coordination; drainage reports; structural design including retaining walls; environmental or geotechnical engineering services; horizontal control plan/dimension control plan (by Architect); pavement analysis or design (by Geotechnical Engineer); construction staking; building demolition plans; traffic impact studies/analyses, traffic control plans or traffic engineering services; traffic signal design; master grading and drainage plans; off-site drainage studies or analyses; landscape and irrigation plans; site utility plan and associated details; on-site or off-site water or wastewater analyses or design; Water/Wastewater Masterplan analyses or design; bidding or construction phase services (other than what has been included in Item 5 herein); construction management; services of a full time resident project representative (RPR) during

construction; out of town trips and/or any other services not explicitly stated to be provided by this proposal.

ADDITIONAL SERVICES: We may also furnish any ADDITIONAL SERVICES as you may request and authorize in writing. If significant revisions to the Civil Construction Documents are required due to changes to the final site development plan by the Mijares-Mora Architects, Fire Department, TxDOT, City of El Paso or others associated with the development of the street improvements or site plan, these revisions will be considered ADDITIONAL SERVICES. All ADDITIONAL SERVICES will be charged in accordance with *Attachment No. 1*.

REIMBURSABLE EXPENSES: REIMBURSABLE EXPENSES, including the tax on boundary surveys, incurred in connection with ADDITIONAL SERVICES will be charged on the basis of actual cost plus 15-percent.

BILLING: Invoices will be issued monthly for work completed through the date shown on the invoice. Invoices are due and payable upon receipt. Invoices not paid within thirty (30) days of the invoice date, shall accrue interest at a rate of 1-1/2% per month from the due date of the invoice and continue until outstanding balances have been paid. Questionable charges or errors on an invoice shall be brought to the attention of QEC within fourteen (14) days of the invoice date, or it will be presumed that the charges were correct as invoiced. Disputed charges will be reconciled in a timely fashion and a revised invoice will be issued, if necessary. The revised invoice will be due and payable upon receipt. QEC may require a mobilization fee or retainer prior to the commencement of work. The mobilization fee or retainer will be applied to project charges as they are incurred and invoiced. QEC reserves the right to renegotiate fee schedule rates annually for open-end hourly rate and time and materials contracts that continue for longer than one (1) year.

QEC requires payment of invoices for services in accordance with this policy in order to continue the work. We consider delay in payments of more than sixty (60) days from the invoice date to be an unreasonable delay for charges not in dispute. When this occurs, the Chief Financial Officer (CFO) will direct project managers to stop work on all projects underway. The client will be given written notification of the stop work order. The CFO will inform all project managers when the client's account is current, at which time work will resume on the project(s). Alternatively, the client may request arrangements for payment on the account and, upon approval of the CFO, authorization to proceed with work on those projects will be issued.

Where engineering services have been performed on private property, a Mechanic's Lien may be placed on the land when any invoice, or portion of an invoice, remains unpaid for 60 days. That lien will be released upon receipt of full payment of outstanding amounts.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits of the Project to the parties of this Agreement, CLIENT agrees to limit the liability of QEC, for professional negligence, errors, or omissions, such that the total aggregate liability does not exceed the total fee charged for the services rendered under this Agreement.

INDEMNIFICATION: CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless QEC, from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CLIENT'S negligent acts, errors, or omissions and those of its contractors, subcontractors, or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this Agreement.

OWNERSHIP OF DOCUMENTS: All documents produced by QEC, under this agreement shall remain the property of QEC, and may not be used by CLIENT for any other Project without the written consent of QEC.

TEXAS LAW TO APPLY: This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas.

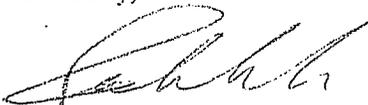
ASSIGNABILITY: QEC and Client specifically reserve the right to assign our client's interest and rights under this contract, without limitation, to any other party. In the event that QEC/Client assign this contract, QEC/Client binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this agreement.

LEGAL CONSTRUCTION: In case any part or provision contained in this contract shall, for any reason, be held to be invalid, illegal, or unenforceable by a court in any respect, such invalidity, illegality, or unenforceability shall not destroy this contract, and this contract shall be construed and enforced as if the offending part or provision were not a part of this agreement.

PROPOSAL ACCEPTANCE PERIOD: This fee proposal and letter agreement is valid if accepted by CLIENT within 30 days. If not accepted within this time period, we reserve the right to re-negotiate its terms. If it satisfactorily sets forth your understanding of our agreement, please sign in the space provided below and return one (1) copy to us. We will consider receipt of the signed copy as our authorization to proceed with the scope of services described above.

ENTIRE AGREEMENT: This fee proposal and letter agreement represents the entire understanding between QEC, and CLIENT and may only be modified in writing signed by both parties.

Sincerely,



Robert A. Gonzales, PE
President

RAG/asp

Attachments (2)

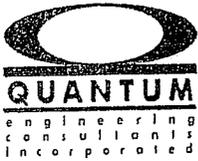
Accepted this _____ day of _____, 2011.

client: MIJARES-MORA ARCHITECTS, INC.

signature: _____

printed: _____

title: _____



HOURLY RATE SCHEDULE

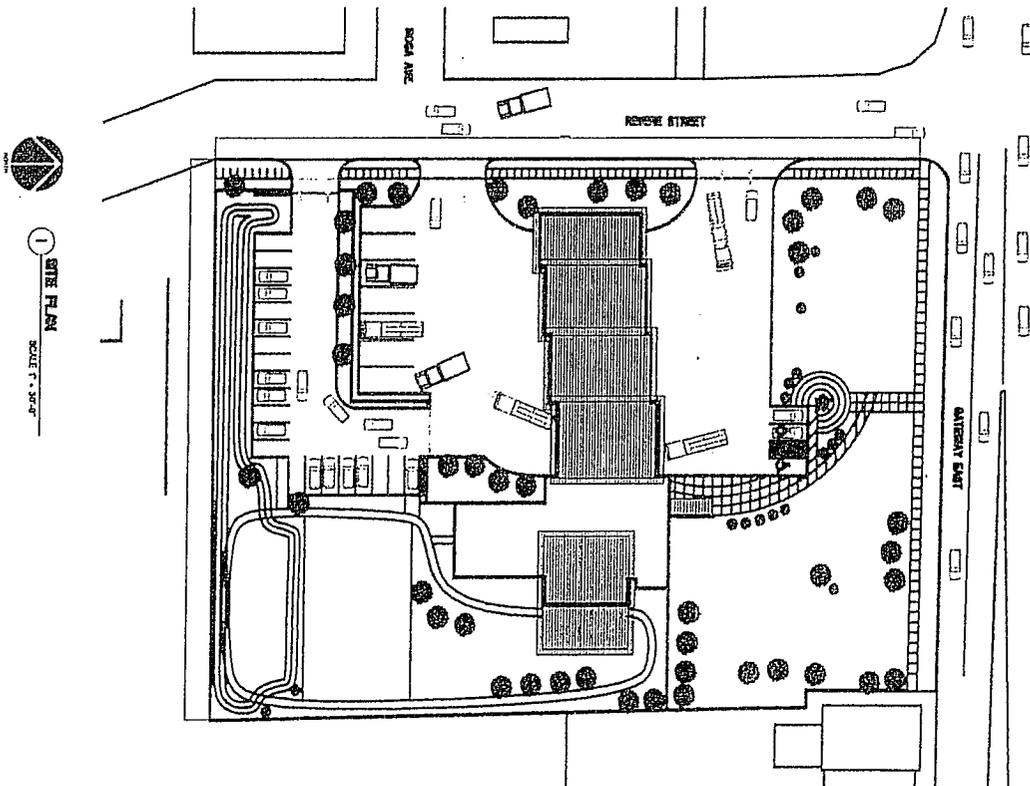
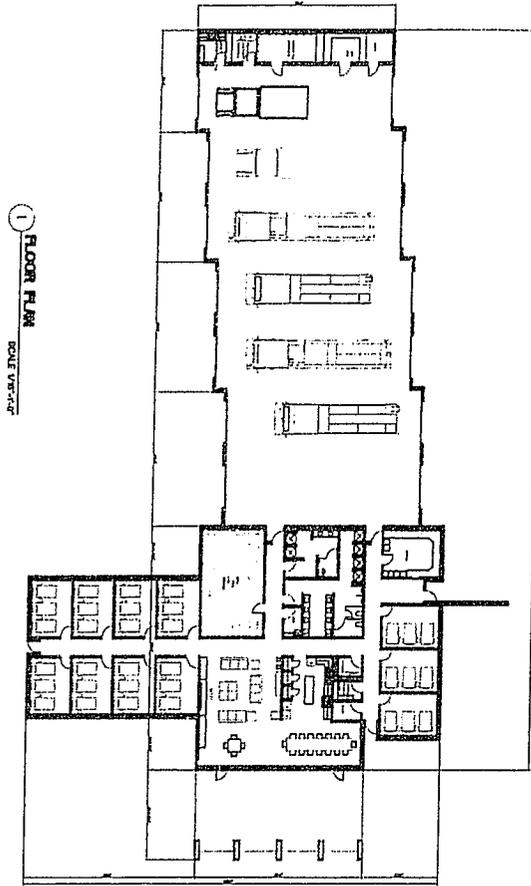
SALARY COSTS

<u>Classification</u>	<u>Hourly Rate</u>
Expert Witness	\$200.00
Principal Engineer	\$150.00
Project Manager/Engineer	\$110.00
Senior Engineer	\$90.00
Junior Engineer	\$80.00
Senior CADD/Design Technician	\$72.00
Junior CADD/Design Technician	\$62.00
Clerical	\$48.00
Runner	\$26.00
Senior Resident Project Representative	\$90.00
Junior Resident Project Representative	\$80.00

DIRECT COSTS

<u>Description</u>	<u>Invoiced Amount</u>
Subconsultants	(cost) x 1.15
Reproduction/Copying	(cost) x 1.15
Miscellaneous (e.g., FedEx, Long Distance Telephone, etc.)	(cost) x 1.15
Mileage	\$0.555/mile

PRELIMINARY - FOR REVIEW ONLY, NOT FOR BIDDING, PERMITTING OR CONSTRUCTION PURPOSES. - SCHEMATIC DESIGN SUBMITTAL



SHEET OF A5.1	CITY OF EL PASO	FIRE STATION 513	PROJECT NAME	DATE	ARCHITECT	CONSULTANT'S NAME	REFERENCES - EBM-1000
			10/11/2011	10/11/2011	mijares • mora ARCHITECTS INC.	DATE	REVISIONS
		10/11/2011					



4004 KEMP SUITE B EL PASO, TEXAS 79904 (915) 422-7739 E-MAIL: lwrightlas@gmail.com

PROPOSAL FOR DESIGN FEES

July 24, 2011

Mr. Jorge L. Mora, AIA
Mijares Mora Architects
111 N. Festival
EL Paso, Texas 79912

RE: Fire Station No. 513
I-10 and Revere Street
City of El Paso
EL Paso, Texas

Dear Mr. Mora:

LAS appreciate the opportunity to work with you and submit this proposal for landscape design services pertaining to the reference project. The following is a scope of work and services that will be provided by this firm.

Scope of work:

Design and prepare construction documents for exterior improvements for new fire station, limits as stated by City Engineering Department to the Architect in the scope of work. The project will consist of placement of landscape enhancements and an irrigation system as per scope of work as stated by the Architect. Landscape plant materials shall be from the approved City of El Paso tree and plant list. Design an irrigation system as needed to provide proper watering to the improvements with the irrigation system complying with all City Ordinances and State Irrigation Codes. The design will require Leed design applications to apply to the design for city to receive Leed certification after construction is complete. Submittal review and site observation will be performed during construction phase with a final inspection to close out the project. Record drawing shall be provided for the closeout documents.

Design Phases:

This phase shall include: Field investigations, conferences, design, construction documents and cost estimates for the development of the landscape and irrigation system. Final construction documents (plans only) for the landscape and irrigation shall

“LAS is making a difference in the quality of El Paso’s built and natural environment through water conservation, people, service, knowledge and design.”

be submitted to the Building Permits and Inspection Department for the City of El Paso for approval.

Bidding Phase:

This firm will be available to answer any questions from the bidders during this phase.

Construction Observation Phase:

Site observation will be made once a week and answer any questions that might come to surface. A list of deficiencies, as needed, will be compiled for the contractor to correct during installation.

Final Inspection Phase:

A list of deficiencies, as needed, will be compiled for the contractor to correct before final payment.

LAS FEE OUTLINE

DESIGN PHASE

Landscape Architect	35 hrs @ \$107.00	= \$ 3,745.00
Irrigation Consultant	25 hrs @ \$100.00	= \$ 2,500.00
Cad Operator	50 hrs @ \$55.00	= \$ 2,750.00
Secretarial	10 hrs @ \$38.00	= \$ 380.00
Soil Tests	2 Tests @ \$70.00	= \$ 140.00
Leed Certification	8 hrs @ \$107.00	= \$ 856.00
Sub Total		<u>\$10,371.00</u>

9515⁰⁰

BIDDING PHASE

Landscape Architect	4 hrs @ \$107.00	= \$ 428.00
Secretarial	2 hrs @ \$38.00	= \$ 76.00
Sub Total		<u>\$ 504.00</u>

\$10,875.00

SITE OBSERVATION AND SUBMITTAL REVIEW PHASE

Landscape Architect	25 hrs @ \$107.00	= \$ 2,675.00
Secretarial	10 hrs @ \$38.00	= \$ 380.00
Sub Total		<u>\$ 3,055.00</u>

CLOSEOUT DOCUMENTS PHASE

Landscape Architect	4 hrs @ \$107.00	= \$ 428.00
Cad Operator	4 hrs @ \$55.00	= \$ 220.00
Secretarial	4 hrs @ \$38.00	= \$ 152.00
Mylars & Electric File		<u>\$ 150.00</u>
Sub Total		<u>\$ 1,170.00</u>

\$ 4,005.00

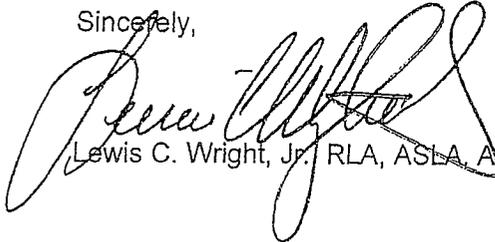
TOTAL FEES

\$14,880.00

“LAS is making a difference in the quality of El Paso’s built and natural environment through water conservation, people, service, knowledge and design.”

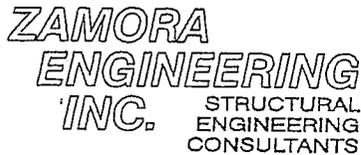
LAS appreciate the opportunity to work with you on this project. If you have any questions, please feel free to contact LAS.

Sincerely,



Lewis C. Wright, Jr. RLA, ASLA, ASIC

“LAS is making a difference in the quality of El Paso’s built and natural environment through water conservation, people, service, knowledge and design.”



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

July 22, 2011

Mr. Jorge Mora, AIA
Mijares Mora Architects
111 N. Festival
El Paso, Texas 79912

**RE: Consulting Structural Engineering Design Proposal
Fire Station No. 513
City of El Paso
El Paso, TX**

Dear Mr. Mora,

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

Per your request, we offer the following proposal for your consideration:

SERVICES:

1. Preliminary Phase
 - a. Participation in concept conferences.
 - b. Selection of a structural system.
 - c. Preparation of a preliminary design.

2. Design Phase
 - a. Participation in design conferences.
 - b. Preparation of engineering calculations.
 - c. Preparation of contract plans.
 - d. Preparation of technical specifications.

3. Construction Phase
 - a. Review of construction shop drawings.
 - b. Clarification of plans and/or specifications.
 - c. Perform limited observations of work during construction.

July 22, 2011

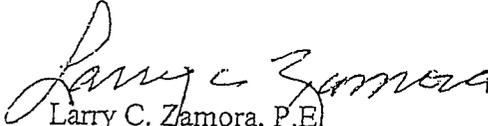
Page 2

FEE

Based on the scope of services noted, **Zamora Engineering Inc.** will provide the consulting structural engineering services on the building portion and proposed site retaining wall for a fixed fee of \$17,646.00. The fee breakdown by phase is enclosed.

I hope the proposal meets with your satisfaction. I look forward to working with you on this project and if I can provide any additional information please contact me.

Sincerely,


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

Encl

July 22, 2011

Page 3

FEE BREAK DOWN BY PHASE

PRELIMINARY DESIGN PHASE

Structural Engineer	20 hrs. @ \$125.00/hr	\$2,500.00
Engineering Technician	24 hrs. @ \$65.00/hr	\$1,560.00
Typist/Clerical	8 hrs. @ \$21.50/hr	\$172.00

TOTAL FOR PRELIMINARY DESIGN PHASE		\$4,232.00
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PREFINAL DESIGN PHASE

Structural Engineer	32 hrs. @ \$125.00/hr	\$4,000.00
Engineering Technician	60 hrs. @ \$65.00/hr	\$3,900.00
Typist/Clerical	16 hrs. @ \$21.50/hr	\$ 344.00

TOTAL FOR PREFINAL DESIGN PHASE		\$8,244.00
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FINAL DESIGN PHASE

Structural Engineer	4 hrs. @ \$125.00/hr	\$500.00
Engineering Technician	16 hrs. @ \$65.00/hr	\$1,040.00
Typist/Clerical	8 hrs. @ \$21.50/hr	\$ 172.00

TOTAL FOR FINAL DESIGN PHASE		\$1,712.00
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BIDDING PHASE

Structural Engineer	6 hrs. @ \$125.00/hr	\$750.00
Typist/Clerical	4 hrs. @ \$21.50/hr	\$ 86.00

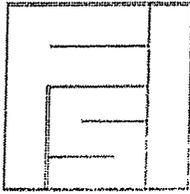
TOTAL FOR BIDDING PHASE		\$836.00
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-15024

CONSTRUCTION PHASE

Structural Engineer	4 hrs. @ \$125.00/hr	\$500.00
Engineering Technician	30 hrs. @ \$65.00/hr	\$1,950.00
Typist/Clerical	8 hrs. @ \$21.50/hr	\$ 172.00

TOTAL FOR CONSTRUCTION PHASE		\$2,622.00
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FLUID SYSTEMS, INC.

MECHANICAL ENGINEERS
111 NORTH FESTIVAL DRIVE • EL PASO, TEXAS 79912 • (915) 856-9420

July 20, 2011

Mr. Jorge Mora
Mijares • Mora Architects, Inc.
111 North Festival Drive
El Paso, Texas 79912

RE: Fire Station 513

Dear Mr. Mora:

This is our proposal for providing professional mechanical engineering services on the above referenced project. We understand the project would consist of a new single story building of approximately 14,000 ft² to house a new fire station. Fire station to be divided into two parts: living areas and an apparatus garage area. It is our understanding the living areas are to be heated and cooled using geothermal heat pump systems. The apparatus and associated spaces are to be cooled with evaporative cooling and heated with gas unit heaters. It is also our understanding the apparatus room is to be provided with a vehicle exhaust system as manufactured by Plymovent.

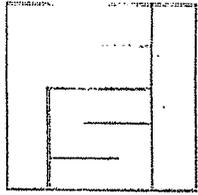
Our services would include schematic phase consulting, design development, complete mechanical contract documents, including specifications typed to your format, bidding phase consulting, review of shop drawings and equipment submittals, and construction observation at the appropriate intervals.

Our fee for these services would be \$15,450.00, see attached breakdown of hours.

If you have any questions please call on us at any time.

Yours truly,

Jose A. Bernal P.E.



FLUID SYSTEMS, INC.

CONSULTING MECHANICAL ENGINEERS

1510 N. ZARAGOZA SUITE B-13 • EL PASO, TEXAS 79936 • (915) 855-9420

PERSONNEL CLASIFICACION	HOURLY RATE	PHASES											
		PROGRAMMING CONCEPTS PHASE		PRELIMINARY DESIGN		PRE-FINAL DESIGN		FINAL DESIGN		BIDDING		CONSTRUCTION	
		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
ENGINEER	\$120.00	0	\$0.00	2	\$240.00	10	\$1,200.00	4	\$480.00	2	\$240.00	4	\$480.00
ASSISTANT ENGINEER	\$105.00	0	\$0.00	4	\$420.00	24	\$2,520.00	15	\$1,575.00	4	\$420.00	12	\$1,260.00
SPECIFICATION WRITER	\$65.00	0	\$0.00	1	\$65.00	4	\$260.00	3	\$195.00	0	\$0.00	0	\$0.00
ESTIMATOR	\$65.00	0	\$0.00	1	\$65.00	2	\$130.00	2	\$130.00	0	\$0.00	0	\$0.00
CAD OPERATOR	\$55.00	0	\$0.00	12	\$660.00	36	\$1,980.00	36	\$1,980.00	8	\$440.00	4	\$220.00
SECRETARIAL	\$35.00	0	\$0.00	3	\$105.00	2	\$70.00	4	\$140.00	2	\$70.00	3	\$105.00
		HOURS:	COST:	HOURS:	COST:	HOURS:	COST:	HOURS:	COST:	HOURS:	COST:	HOURS:	COST:
TOTALS		0	\$0.00	23	\$1,555.00	78	\$6,160.00	64	\$4,500.00	16	\$1,170.00	23	\$2,065.00
TOTAL PROJECT COST:												\$15,450.00	

Jorge Mora

From: Felix Padilla [fapadilla@sbcglobal.net]
Sent: Thursday, July 28, 2011 11:24 AM
To: Jorge Mora
Subject: Electrical Engineering Fee Proposal for Fire Station

Our proposal for engineering design services on the fire station is as follows:

Design Services -- \$ 16,200.00
LEED Design Design Services -- \$ 4,500.00
Construction Administration -- \$ 1,800.00

Felix Padilla, PE
Alpha Engineering, Inc.



5788 N. Mesa Street
El Paso, Texas 79912
T: 915 845 1716
F: 915 845 0132
fokusarch@sbcglobal.net

July 25, 2011

Jorge Mora, AIA
Mijares-Mora Architects, Inc.
111 N. Festival
El Paso, Texas 79912

Re: Fee Proposal for RAS Services
Fire Station No. 513

Dear Mr. Mora,

In response to your request I am pleased to provide you with the following fee proposal:

The following proposal is based on the construction of a new fire station with a new on site building and site work and additional street work located immediately from the fire station site. The review and inspection will include all TDLR inspections and review of submitted construction documents. Estimated project cost is determined at \$2.8 million.

- Item 1a: TAS Plan Reviews (regular) – \$500.00 (as noted on our attached Fee Schedule)
- Item 1b: TAS Construction Inspections (regular) – \$500.00 (as noted on our attached Fee Schedule)
- Item 1c: TAS Filing Fee – \$175.00 (as required by TDLR)

Total cost for items 1a, 1b and 1c if contracted separately = \$1175.00

- Item 2a: TAS Plan Review and Construction Inspection Combo (combined) - \$1150.00 (as noted on our attached Fee Schedule and only if both services are contracted at the same time. This includes the TDLR filing fee unless otherwise requested.)

Total cost for item 2a if contracted as listed = \$1150.00

Please let us know if you have any questions or need anything else.

Sincerely,

A handwritten signature in black ink, appearing to read "Eckhard K. Fennig". The signature is fluid and cursive, with a large, stylized initial "E" and "F".

Eckhard K. Fennig AIA/RAS #476
President
FOKUS on Architecture, Inc.

Proposal accepted

Print, signature, date

FOKUS ON ARCHITECTURE, INC. TAS SOLUTIONS

ECKHARD K. FENNIG, AIA/RAS
REGISTERED ACCESSIBILITY SPECIALIST
Texas License No. 0476

CESAR GALLEGOS, AAIA/RAS
REGISTERED ACCESSIBILITY SPECIALIST
Texas License No. 1154

OLAF BRUNJES, RAS
REGISTERED ACCESSIBILITY SPECIALIST
Texas License No. 1228

ILIANA DIAZ, RAS
REGISTERED ACCESSIBILITY SPECIALIST
Texas License No. 1232

FEE SCHEDULE TAS REVIEW AND INSPECTION Texas Accessibility Standards

Effective: July 1, 2011

TOTAL PROJECT CONSTRUCTION COST	PLAN REVIEW ONLY	INSPECTION ONLY	PLAN REVIEW & INSPECTION COMBINED DISCOUNTED FEE	TDLR FILING FEE IF REQUESTED *	TOTAL COMBINED FEE COMBO DISCOUNT/TDLR
\$ 50,000 - \$ 199,999	\$ 325.00	\$ 325.00	\$ 625.00	\$175.00	\$ 800.00
\$ 200,000 - \$ 499,999	\$ 375.00	\$ 375.00	\$ 725.00	\$175.00	\$ 900.00
\$ 500,000 - \$ 999,999	\$ 425.00	\$ 425.00	\$ 825.00	\$175.00	\$1,000.00
\$ 1,000,000 - \$ 4,999,999	\$ 500.00	\$ 500.00	\$ 975.00	\$175.00	\$1,150.00
\$ 5,000,000 - \$ 9,999,999	\$ 625.00	\$ 625.00	\$1,225.00	\$175.00	\$1,400.00
\$10,000,000 - \$14,999,999	\$ 675.00	\$ 675.00	\$1,325.00	\$175.00	\$1,500.00
\$15,000,000 - \$19,999,999	\$ 825.00	\$ 825.00	\$1,625.00	\$175.00	\$1,800.00
\$20,000,000 - \$24,999,999	\$ 925.00	\$ 925.00	\$1,825.00	\$175.00	\$2,000.00
\$25,000,000 - \$29,999,999	\$1,000.00	\$1,000.00	\$1,975.00	\$175.00	\$2,150.00
\$30,000,000 - \$34,999,999	\$1,200.00	\$1,200.00	\$2,375.00	\$175.00	\$2,550.00
\$35,000,000 - \$39,999,999	\$1,425.00	\$1,425.00	\$2,825.00	\$175.00	\$3,000.00

Projects with an estimated construction cost of less than \$50,000.00 may not be registered on-line. Please contact us for further information.

For projects with a construction cost of \$40,000,000.00 and above the Plan Review and Inspection fee will be subject to negotiation.

*Please Note that EAB-Numbers can not be provided without at least the payment of the Filing Fee of \$175.00

REQUIREMENTS FOR PROJECT REVIEW AND INSPECTION

1. Provide payment check in TOTAL amount (including TDLR Filing Fee, Review and Inspection Fee) – paid fees are non-refundable.
2. Make checks payable to: *FOKUS ON ARCHITECTURE, INC.*
3. Provide completed AB Project Registration Form.
4. Provide Proof of Submission form with signature and all 3 dates.
5. Provide Owner Agent Designation Form with signature.
6. Provide signed and sealed Construction Documents.
7. Recommended: Provide completed Request for Inspection Form.
8. It is now acceptable to provide the completed TDLR forms electronically.

July 22, 2011

Jorge Mora, AIA
 Mijares-Mora Architects Inc.
 111 N. Festival Drive
 El Paso, Texas 79912

Jorge,

Uncommon is pleased to submit this proposal for Leadership in Energy and Environmental Design services for the new Fire Station 513 proposed by the City of El Paso. We understand the project scope as follows:

- Project Size: approximately 14,000 sf
- Project Type: New Construction
- Building Type: Fire Station
- Anticipated Rating System: LEED NC 2009
- Certification Target: LEED Silver

As per our conversation, Uncommon proposes to provide LEED Consulting services for the aforementioned project. Nicole Ferrini, LEED AP BD + C, will be the official LEED Accredited Professional / Sustainability Specialist on the design team. It is critical to the success of the project that the LEED AP be heavily involved in the design and construction process from inception to completion. The following services are included in the Uncommon scope of work:

- LEED Project Management + Team Synthesis:
 - Overall management + development of sustainability goals and objectives related to the project
 - Verification that the design team remains on task related to LEED documentation and project sustainability initiatives.
 - Team point of contact with the United States Green Building Council and official LEED Project Leader
 - Development and Coordination of the project LEED Implementation Plan
- LEED Project Design Development:
 - Research associated with project appropriate sustainability concepts and materials; coordinated closely with other design team members and the owner.
 - Identification + implementation of the appropriate LEED rating system.
 - Identification of project goals with regard to LEED certification level.
 - Identification of LEED project goals and objectives as they relate to each credit category.
 - Identification of Innovation in Design Potential
 - Provide guidance regarding LEED requirements; LEED AP will be available to the owner and design team members for questions and coordination efforts.
 - Research and coordination of the interactions and synergies associated with specific LEED credits and prerequisites.
- LEED Project Process + Documentation:
 - Execution + submittal of official project registration documentation
 - Management of official project documentation related to prerequisites and credits; coordinated with appropriate consultants
 - Uncommon is NOT responsible for execution of calculations, design/construction documents or related specifications
 - Coordination with project architect and owner in the production of the Owner's Project Requirements (OPR) documentation

- Coordination with project architect and owner in the production of the Basis of Design (BOD) documentation.
- Coordination with and support of owner / architect selected commissioning agent.
- Submittal of required Prerequisite/Credit Templates
- Submittal of Credit Interpretation Requests, if necessary
- Submittal of Appeal Documentation, if necessary
- Post Certification Project Close Out:
 - Coordination of LEED Project Close Out meeting with the project owner
 - Coordination of LEED Certificate and Plaque order and delivery

Deliverables associated with the aforementioned services will include:

- LEED Implementation Plan, including:
 - Project Overview
 - Implementation Strategy
 - Implementation Schedule
 - LEED Documentation Requirements by Credit
 - Construction Waste Management Plan *(to be coordinated with selected contractor)*
 - Indoor Air Quality Management Plan *(to be coordinated with selected contractor)*
 - Materials Implementation Plan
 - Product Submittal Documentation Forms
 - LEED Project Checklist
- Basis of Design Documentation
- Owner's Project Requirements Documentation
- A maximum of 5 Comprehensive LEED Documentation Review Reports
 - 3 at predefined design phase benchmarks
 - 2 at predefined construction phase benchmarks
 - *NOTE: Any reviews required beyond the 5 identified will incur additional services fees and will be billed at the hourly rates described in this proposal.*
- A maximum of 3 Credit Status Reports to be delivered to the architect and the owner at predetermined project benchmarks.

All project deliverables will be turned over to the owner upon culmination of the project.

In addition to the hard deliverables, Uncommon will also facilitate the following LEED related project events:

- Design Team Kick Off Meeting / LEED Strategy Charette
- Construction Team Kick Off Meeting
- Sub Contractor Training Session
- 1 Monthly LEED Team Coordination Meeting
- Post Certification Owner Debriefing

Uncommon proposes to provide the above mentioned services for a lump sum fee of \$ 30,000.00. The balance of the fee will be billed as follows:

- Design Phase: 50%
 - Preliminary Design 10%
 - Pre-Final Design 15%
 - Final Design 25%
- Bidding + Construction: 50%
 - Construction 50 %

(Invoiced monthly for the duration of construction; beginning the month of construction contract award and culminating upon project certification. Billing is based on the established construction schedule. Should the construction schedule exceed the projected time frame and LEED documentation and review are impacted, additional services fees may be incurred.)

Additional services fees may apply to any service outside of the aforementioned scope. These services are billed hourly at rates determined by the nature of the service. Additional Services requiring the direct attention of the assigned LEED Accredited Professional are billed at the hourly rate of \$150.00. Work assigned to the Uncommon Green Associate will be billed at an hourly rate of \$100.00. Work on additional services will not commence without prior approval from the project architect and the owner. Hourly rates are billed on a bi-weekly basis as needed or as the balance reaches \$500.00 whichever occurs first.

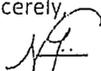
Aside from professional services fees, there are some additional costs associated with the LEED Certification process. Uncommon is NOT responsible for these costs. These are typically the owner's responsibility. Costs can include, but may not be limited to:

- Project Registration (*Membership status is based on project owner*)
 - USGBC Member \$900.00
 - Non USGBC Member \$1200.00
- Certification Fees (*Uncommon recommends a separate Design + Construction Review Process*)
 - Design Review
 - Members \$2000.00
 - Non-Members \$2250.00
 - Construction Review
 - Members \$500.00
 - Non-Members \$750.00
 - Combined Design + Construction Review
 - Members \$2,250.00
 - Non-Members \$2,750.00
- Miscellaneous Fees (*in addition to standard certification fees*)
 - Credit Interpretation Requests \$220.00 each
 - Expedited Review Fees
 - LEED Online Design Review \$5000.00
 - LEED Online Construction Review \$5000.00
 - LEED Online Design + Construction Review \$10000.00
 - Credit or Prerequisite Appeal Review \$500.00 each

In addition to fees directly associated with the LEED Certification process, there may be an increase in professional services fees from project consultants. LEED Certification is a team effort and requires full participation from all designers, consultants and the owner. It is critical that all parties are made aware of LEED project goals and objectives early in the process.

If the above meets your approval, please contact me so that we may proceed with work. Thank you for the opportunity to present this proposal. As principal designer for Uncommon LLC, I look forward to working with you.

Sincerely,



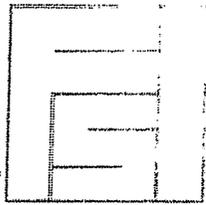
Nicole Ferrini ASID, RID, LEED AP BD + C

Principal

Uncommon LLC.

Jorge Mora, AIA
Mijares-Mora Architects Inc.

Date



ATTACHMENT B
FLUID SYSTEMS, INC.
MECHANICAL ENGINEERS
1510 N. ZARAVITZA SUITE B-13 • EL PASO, TEXAS 79936 • (915) 856-9420

July 20, 2011

Mr. Jorge Mora
Mijares • Mora Architects, Inc.
111 North Festival Drive
El Paso, Texas 79912

RE: Fire Station 513

Dear Mr. Mora:

This is our proposal for providing professional mechanical engineering services on the above referenced project. It is our understanding the above project is to attain LEED silver certification or greater.

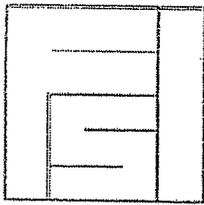
Our services would include performing building energy simulations, selection of water efficient fixtures, coordinate with other consultants to attain the most economical high efficiency building as required to attain certification goal, and provide all required documentation to USGBC Leed Online.

Our fee for these services would be \$4,810.00, see attached breakdown of hours.

If you have any questions please call on us at any time.

Yours truly,

Jose A. Bernal P.E.



FLUID SYSTEMS, INC.

CONSULTING MECHANICAL ENGINEERS

1510 N. SARAGOZA SUITE B-13 • EL PASO, TEXAS 79936 • (915) 560-9420

PERSONNEL CLASSIFICATION	HOURLY RATE	PHASES											
		PROGRAMMING CONCEPTS PHASE		PRELIMINARY DESIGN		PRE-FINAL DESIGN		FINAL DESIGN		BIDDING		CONSTRUCTION	
		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
ENGINEER	\$120.00	0	\$0.00	2	\$240.00	2	\$240.00	2	\$240.00	0	\$0.00	2	\$240.00
ASSISTANT ENGINEER	\$105.00	0	\$0.00	4	\$420.00	4	\$420.00	24	\$2,520.00	0	\$0.00	2	\$210.00
SPECIFICATION WRITER	\$65.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
ESTIMATOR	\$65.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
CAD OPERATOR	\$55.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
SECRETARIAL	\$35.00	0	\$0.00	2	\$70.00	2	\$70.00	2	\$70.00	0	\$0.00	2	\$70.00
		HOURS:	COST:	HOURS	COST:	HOURS	COST:	HOURS	COST:	HOURS	COST:	HOURS	COST:
TOTALS		0	\$0.00	8	\$730.00	8	\$730.00	28	\$2,830.00	0	\$0.00	6	\$520.00
TOTAL PROJECT COST:												\$4,810.00	

ATTACHMENT B

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "**FIRE STATION #513**", hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
- e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

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

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

PHASE II - PRE-FINAL DESIGN PHASE

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

PHASE III - FINAL DESIGN PHASE

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

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

BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

CONSTRUCTION PHASE

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

RESIDENT PROJECT SERVICES

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

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "**FIRE STATION #513**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **THREE HUNDRED FIFTY TWO THOUSAND SIX HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$352,625.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Fixed fee Payment to Consultant

Report Phase	\$ N/A
Preliminary Design Phase	\$100,995.15
Pre-Final Design Phase	\$100,995.15
Final Design Phase	\$83,396.30
Bidding Phase (Time and Materials Proposal Estimated Amount)	\$8,723.00
Construction Phase (Time and Materials Proposal Estimated Amount)	\$58,515.40

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 (N/A) **copies** of the Preliminary Study and Report shall be submitted within (N/A) **consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **fifteen copies** of any required documents and opinion of probable construction costs shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten copies** the required documents and services shall be submitted within **45 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **21 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **thirty copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **3 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

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

PHASE V - CONSTRUCTION PHASE

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

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 JDW Insurance P.O. Box 981021 El Paso, TX 79998-1021 915 496-8500	CONTACT NAME: PHONE (A/C, No, Ext): 915 496-8500 E-MAIL ADDRESS:	FAX (A/C, No): 915 496-8550
	INSURER(S) AFFORDING COVERAGE	
INSURED Mijares Mora Architects, Inc. 111 N. Festival El Paso, TX 79912	INSURER A: Hartford Lloyds Insurance Co	
	INSURER B: Hartford Underwriters Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 type="checkbox"/> LOC		65SBAGJ3197	09/22/2010	09/22/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Blanket Add'l Blanket Waiver Insd Per Contract Per Contract
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		65SBAGJ3197	09/22/2010	09/22/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Blanket Add'l Blanket Waiver Insd Per Contract Per Contract
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		65SBAGJ3197	09/22/2010	09/22/2011	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ WC STATU-TORY LIMITS OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	65WECEX7014	09/01/2010	09/01/2011	E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 Blanket Waiver Per Contract

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

RE: Fire Station 513
 Certificate holder is named as additional insured in regards to General Liability and Auto coverages.
 Waiver of subrogation is added in favor of certificate holder under General Liability and Workers Compensation policies per written contract.

CERTIFICATE HOLDER City of El Paso #2 Civic Center Plaza El Paso, TX 79901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

POLICY NUMBER: 65 SBA GJ 3197



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

IN THE EVENT OF CANCELLATION OF THE POLICY, WE AGREE TO GIVE 30 DAYS PRIOR WRITTEN NOTICE BY MAIL EXCEPT IN THE EVENT OF NONPAYMENT OF PREMIUM WE AGREE TO GIVE TEN DAYS PRIOR WRITTEN NOTICE TO THE FOLLOWING:

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

POLICY NUMBER: 65 SBA GJ3197



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

City of El Paso
#2 Civic Center Plaza
El Paso, TX 79901

POLICY NUMBER: 65 SBA GJ3197



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR

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

00458

*0100265GJ31970112





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS NOTICE OF
MATERIAL CHANGE ENDORSEMENT

Policy Number: 65 WEC EX7014

Endorsement Number:

Effective Date: 09/01/10 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MIJARES MORA ARCHITECTS INC

111 N FESTIVAL
EL PASO, TX 79912

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

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

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

SCHEDULE

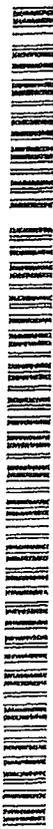
1. Number of days advance notice: 30
2. Notice will be mailed to:

BLANKET AS REQUIRED BY WRITTEN CONTRACT

City of El Paso
#2 Civic Center Plaza
El Paso, TX 79901

Countersigned by _____ Authorized Representative

*1500265EX70140101 17606





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 65 WEC EX7014

Endorsement Number:

Effective Date: 09/01/10 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MIJARES MORA ARCHITECTS INC

111 N FESTIVAL
EL PASO, TX 79912

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

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

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. () Specific Waiver

Name of person or organization: ALL TEXAS OPERATIONS

(X) Blanket Waiver

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

2. Operations:

3. Premium:

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

4. Minimum Premium:

5. Advanced Premium:

Countersigned by _____ Authorized Representative

17610

*1500265EX70140101

