

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: September 25, 2012

CONTACT PERSON NAME AND PHONE NUMBER: Irene D. Ramirez, P.E., Assistant City Engineer (X4428)

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and PARKHILL, SMITH & COOPER, INC., a Texas Corporation, for a project known as "TAXIWAY A REALIGNMENT" for an amount not to exceed THREE HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED NINETY TWO AND NO/00 dollars (\$366,492.00); 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 SIXTEEN THOUSAND FOUR HUNDRED NINETY TWO AND NO/00 DOLLARS (\$416,492.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement and its amendments.

BACKGROUND / DISCUSSION:

The project consists of the realignment of taxiway "A" in accordance with the EPIA master plan and FAA advisory circulars. The project also includes all associated taxiway edge lighting modifications and pavement removal.

Parkhill, Smith & Cooper, Inc. was selected through the City's A/E selection process, which is qualifications based. The company's experience includes numerous airfield projects at various airports including EPIA.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

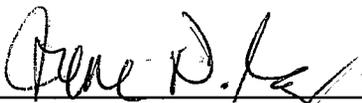
\$366,492.00. Funding: 62620031/508016/11520/G620AIP0030. Funding Source: FAA AIP Grants

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 an Agreement for Professional Services by and between the CITY OF EL PASO and PARKHILL, SMITH & COOPER, INC., for a project known as "TAXIWAY A REALIGNMENT" for an amount not to exceed THREE HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED NINETY TWO AND NO/00 DOLLARS (\$366,492.00); 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 SIXTEEN THOUSAND FOUR HUNDRED NINETY TWO AND NO/00 DOLLARS (\$416,492.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.

ADOPTED THIS _____ DAY OF _____ 2012.

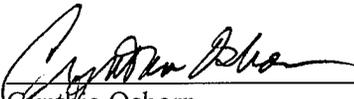
CITY OF EL PASO:

John F. Cook,
Mayor

ATTEST:

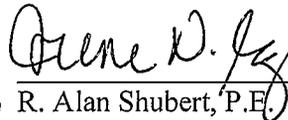
Richarda Duffy Momsen,
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.
City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2012 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **PARKHILL SMITH & COOPER, 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 “**TAXIWAY A REALIGNMENT**” 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 **Attachments “A” and “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 SIXTY SIX THOUSAND FOUR HUNDRED NINETY TWO AND NO/00 (\$366,492.00)** 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 **Five Million Five Hundred Thousand and No/00 Dollars (\$5,500,000.00)** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A", "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 coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

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

5.2 INDEMNIFICATION. 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 4% 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 **Attachments "A" and "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachments "A" and "D"**.

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

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

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

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

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is

consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachments "A" and "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

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

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

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

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees,

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 A. Wilson,
City Manager

CONSULTANT:
PARKHILL, SMITH & COOPER, INC.



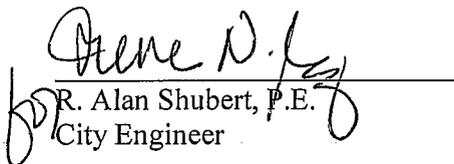
By: Michael A. Pink, P.E.
Title: Firm Principal

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgements on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2012,
by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires:

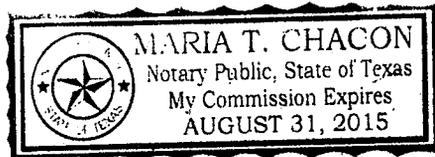
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 5th day of Sept., 2012,
by Michael A. Pink, P.E., as Firm Principal of Parkhill, Smith & Cooper, Inc.

Maria T. Chacon
Notary Public, State of Texas

My commission expires:

8-31-15





August 14, 2012
VIA EMAIL

Mr. Sam Rodriguez, P.E.
Engineering Division Manager
Engineering and Construction Management Department
City of El Paso
#2 Civic Center Plaza
4th Floor of El Paso City Hall
El Paso, Texas 79901

Re: City of El Paso, Texas
El Paso International Airport
Taxiway A Realignment
Professional Engineering Services Fee Proposal

Dear Mr. Rodriguez:

Parkhill, Smith & Cooper, Inc. (PSC) is pleased to present our revised Fee Proposal to provide Professional Engineering Design Services for the proposed Taxiway A Realignment at the El Paso International Airport. This submission addresses your previous review comments and discussion with Mike Pink yesterday.

The following documents are provided in this package:

- ✓ Attachment "B" – Consultant's Fee Proposal and Hourly Rates

The attached Project Budget Sheet provides detailed and itemized tasks to show the anticipated level of effort associated with each scope item.

As discussed during our scoping meeting and subsequent correspondence, the following items have been modified from the original scope of work:

1. Removed Reconstruction of Taxiways D & F
2. Deleted Air Quality Analysis of Proposed Construction
3. Removed providing 30 sets of Drawings and Specifications for bidding purposes

Based on the "Description of Proposed Work Requested" of the Scope of Work, the fee proposal is for concrete pavement design. A Cost Benefit Analysis for concrete vs. asphalt pavement was not included as a task in this fee proposal.

As we have discussed, we are proposing to utilize Ground Penetrating Radar (GPR) for locating underground utilities in the project area. This process is typically less costly as compared to the typical subsurface utility engineering (SUE) which consists of excavation to determine depths of utilities. Our proposed sub-consultant Precision Land Surveyors has reviewed the previous boring logs from the Taxiway L project to help determine if the GPR will properly work with the pavement and soils at El Paso International Airport. From this data it appears that the materials are favorable for GPR. However, before

Amarillo

El Paso

Lubbock

Midland

Enclosures

they commit to using GPR they would like the opportunity to perform a test scan on a section of taxiway pavement to be certain. I am working to coordinate this test with the airport staff. If this does not work, we will need to go back to the typical SUE and revise the sub-consultant fee for the SUE investigation.

As we discussed in our correspondence related to the revisions to the attached fee proposal, we have reduced the budget cost for Bidding and Construction Phase. This resulted in a reduction in the estimated amount of time available to be used for project site visits during the Construction Phase.

In summary, this fee package presents the following costs:

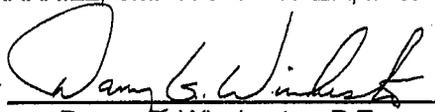
Report and Preliminary Design Phase (Lump Sum)	\$149,933.00
Pre-Final Design Phase (Lump Sum)	\$74,133.00
Final Design Phase (Lump Sum)	68,931.00
Bidding Phase Professional Services (Time and Materials)	\$14,747.00
Construction Phase Professional Services (Time and Materials)	<u>\$58,748.00</u>
Total Project Design/Bidding/Construction Fee	\$366,492.00

We hope the information presented meets your approval. If you need any additional information or have questions, please call me.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By



Danny G. Winchester, P.E.

Firm Principal

PROJECT SCOPE

TITLE: TAXIWAY A REALIGNMENT

LOCATION: El Paso International Airport

CONSTRUCTION BUDGET: \$5,500,000

DESCRIPTION OF PROPOSED WORK REQUESTED:

Design of the Realignment of Taxiway A to include the following:

1. Concrete Pavement design
2. Investigation and inventory of utilities that will affect the project
3. Surveying services
4. Construction Documents for bid letting (Federal Funds)
5. Air quality analysis of the proposed construction, as required by the Federal Aviation Administration (FAA)
6. Development of Storm Water Pollution Prevention Plan (SWPPP)
7. Development of construction phasing plan
8. Development of construction safety plan
9. Development of construction management program
10. Coordination with the FAA, Air Traffic Control Tower, airlines, Airport staff, and any other affected agencies
11. Construction cost estimate, including inspections, testing and construction management fees
12. Comply with FAA AC150/5300-16, 17, and 18 for all design efforts.

This project also includes the pavement rehabilitation of Taxiway A, D & F Connectors for Group IV aircraft, including the following:

OBJECTIVE:

The primary objective is the realignment of Taxiway A in accordance with FAA standards at the El Paso International Airport.

1.0 SERVICES REQUIRED:

1.1 Investigation:

All investigations include but are not limited to geotechnical, utility coordination, drainage, air quality analysis and Federal Aviation Administration requirements.

1.2 Design:

Design shall meet all City 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 FAA requirements and Grading Ordinance, City, State and Federal Requirements.

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 unit price contract and selection of the bidders shall be a "low bid" selection. Procurement documents shall follow FAA requirements.

During the construction phase, the designer shall assist the Owner 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". The services in this phase will be provided as a time and materials basis.

1.4 Planning:

The designer shall assist the Owner in providing air quality analysis.

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. The consultant shall provide pavement design alternatives for asphalt and concrete.

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 City, County, State, and Federal laws and regulations.

1.7 Construction Safety plans

The Consultant shall prepare a construction safety plan in accordance with FAA, Federal, State and City regulations.

1.8 Surveys

The designer shall provide all topographic and horizontal surveys for this project.

1.9 Environmental Issues

The consultant shall provide air quality analysis.

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 Engineering Department 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 (If applicable)

The consultant shall be responsible to provide utility information for all affected utilities including airport service lines.

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. The consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies. These existing utility structures shall be shown on the plan submittals. The consultant shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the consultant and utility companies the need and extent of relocation shall be determined. If a

dispute arises the consultant shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the issue. The consultant shall notify the City of El Paso of any utilities that will require relocation. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date. The consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

1.14 Construction Phasing Plan

The consultant shall be responsible to prepare a construction phasing plan and submit it at all design phase submittals for review. The City of El Paso shall decide the sequence of which phases will be done first and at the end. The contractor shall not be given this option.

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.

2.0 PRODUCTS REQUIRED:

2.1 Drawings:

A. Preliminary Design:

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

B. Prefinal Design:

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

C. 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. Upon the approval of the final design documents, the designer should furnish the Owner one(1) mylar set of the final design documents and specifications for bidding.

2.2 Specifications:

All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. It shall include all FAA circulars for airport pavement.

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 and federal prevailing wage requirements.

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. An engineer's design report shall be provided in accordance with FAA standards.

2.5 Reproduction

The designer shall be responsible to provide all printing for the different phases, for code review requirements.

2.6 Bidding

The designer shall be responsible to answer all questions presented by bidders, attend pre-bid conference, participate in low bid 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. Services for this phase will be provided on a time and materials basis.

2.7 Construction Administration Services

The following are some of the construction services 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. Services for this phase will be provided on a time and materials basis.

3.0 GENERAL REQUIREMENTS AND CRITERIA:

- 3.1 Design must meet all applicable City Codes and Ordinances, FAA, Federal, State requirements.
- 3.2 Design must comply with Engineering Department Guidelines.
- 3.3 Design must comply with all local, state and federal (FAA) laws and regulations.
- 3.4 The designer shall be responsible to take meeting minutes during all design phase meetings. The designer shall send all meeting minutes to all attendees for review and confirmation. All attendees shall have five working days to confirm minutes before they become final.
- 3.5 The designer shall submit all redlines to the owner when plans are plan submittals are due.
- 3.6 The DBE goal for this project is 4%.

4.0 OTHER CONSIDERATIONS:

- 4.1 Work to be coordinated with the Engineering and Aviation Departments.
- 4.2 Air Quality Analysis and Design Phases shall run concurrently.

5.0 PROJECT SCHEDULE:

Preliminary Design Phase:	90 calendar days
Prefinal Design Phase:	45 calendar days
Final Design Phase:	30 calendar days

SALARY	CATEGORY OF PERSONNEL								Current Fees	
	RATE PER HOUR								\$366,491.63	
TASK	JTH FP 01	MDH FP 01	KDF ENG 03	DGW ENG 03	AMH EIT 07	RSK ENG TECH 09	DYK CLERICAL 18	TOTAL HOURS	LINE ITEM TOTAL	PER PHASE TOTAL
STUDY AND REPORT PHASE										
Predesign Conference	1			12	12	1	2	28	\$3,605.00	
Site Visit to gather data on Airfield Lighting Vault, Cabling; data from FAA Airway Facilities on NAVAID cabling	1	1		2	12			15	\$1,845.00	
Develop/analyze project scope		1		1	3		1	6	\$726.00	
ID/analyze/consult review for govt. author.		Removed from project scope								
Coordinate subsurf utility engr evaluation				4	4		1	9	\$1,144.00	
Coordinate soils investigation				1	2		1	4	\$459.00	
Coordinate topo survey				1	6	2	1	10	\$1,119.00	
Coordinate with Union Pacific Railroad				1	6	1		8	\$945.00	
Investigate potential soil or water contamination		NOT IN PROJECT SCOPE								
Conduct asbestos investigations		NOT IN PROJECT SCOPE								
Conduct environmental site assessments		NOT IN PROJECT SCOPE								
Develop Investigation Plan		NOT IN PROJECT SCOPE								
Preliminary Engineering Report — develop design criteria		2		2	8		1	13	\$1,608.00	
alternate solutions (Taxiway A Alignment)		Removed from project scope								
construction options (reuse surf/base for fill)				2	6	4		12	\$1,390.00	
environmental (air quality analysis) narrative		1		8	16		3	28	\$3,443.00	
schematic layouts				2	12	12		26	\$2,870.00	
opinion of costs		1		1	4			6	\$766.00	
review with City & ELP	1			12	12			24	\$3,204.00	
revise and resubmit		1		2	8		2	13	\$1,533.00	
QA/QC		2						2	\$356.00	
										\$25,013
PRELIMINARY DESIGN PHASE										
Refine scope, coord. w FAA, City & EPIA		1		2	4			7	\$917.00	
Preliminary design documents										
design basis, project descrip, criteria		1		8	24		2	35	\$4,295.00	
preliminary drawings (50 sheets)		2		20	102	138		262	\$28,678.00	
outline specifications		1		4	10		8	23	\$2,523.00	
review w/ FAA, City & EPIA	1			12	12		2	26	\$3,356.00	
review w/Union Pacific Railroad	1		1	1	12			14	\$1,694.00	
Revise opinion of costs		1		1	6			8	\$998.00	
QA/QC		4						4	\$712.00	
										\$43,173

Attachment B

SALARY		CATEGORY OF PERSONNEL							Current Fee:		
		RATE PER HOUR									
TASK	Trips	JTH	MDH	KDF	DGW	AMH	RSK	DYK	TOTAL HOURS	LINE ITEM TOTAL	PER PHASE TOTAL
		FP 01	FP 01	ENG 03	ENG 03	EIT 07	ENG TECH 09	CLERICAL 18			
PRE-FINAL DESIGN PHASE											
Final drawings (50 sheets)			4		34	170	226		434	\$47,606.00	
Final specifications			4		12	40		16	72	\$8,272.00	
Revise opinion of costs			2		4	32			38	\$4,618.00	
Review with FAA, City & EPIA	1				12	12			24	\$3,204.00	
Review with Union Pacific Railroad	1				12				12	\$1,812.00	
Revisions			2		4	16	16	4	42	\$4,634.00	
QA/QC		3							3	\$534.00	
											\$70,680
FINAL DESIGN PHASE											
Final drawings (50 sheets)			2		12	60	88		162	\$17,698.00	
Final specifications			1		4	16		8	29	\$3,219.00	
Final opinion of costs			1		2	12			15	\$1,845.00	
Review with FAA, City & EPIA	1		1		12	12			25	\$3,355.00	
Revisions					4	16	16	4	40	\$4,332.00	
Prepare Construction Management Plan			1		2	16		4	23	\$2,613.00	
Finalize preliminary engineering report					2	16		8	26	\$2,766.00	
FAA Form 7460-1 Notice of Construction					1	10		2	13	\$1,463.00	
Submit original bid documents and/or electronic data to City/EPIA for bidding			1		1	4		4	10	\$1,070.00	
QA/QC		2							2	\$356.00	
											\$38,717
LUMP SUM DESIGN	HOURS/	Trips -	8	11	34	217	713	504	74	1,553	
BUDGET SUBTOTALS:	SALARY			\$1,958	\$5,134	\$32,767	\$82,708	\$49,392	\$5,624	\$177,583	\$177,583

SALARY		CATEGORY OF PERSONNEL								Current Fee:		
		RATE PER HOUR										
TASK		JTH FP 01	MDH FP 01	KDF ENG 03	DGW ENG 03	AMH EIT 07	RSK ENG TECH 09	DYK CLERICAL 18	TOTAL HOURS	LINE ITEM TOTAL	PER PHASE TOTAL	
BIDDING PHASE		<i>Provided on a "time and materials" basis</i>										
Assist FAA, City & EPIA determine bid period		Part of Design Phase										
Assist FAA, City & EPIA in advertisement												
Attend Pre-Bid Conference	1			3	12	12		4	31	\$227.00		
Address bidder questions			1	2	8	20			31	\$3,856.00		
Prepare necessary addenda			2	1	6	16	8	8	41	\$3,911.00		
Attend bid opening				2					2	\$4,572.00		
Evaluate bids					2	1			3	\$232.00		
Prepare contract documents		NOT IN PROJECT SCOPE									\$418.00	
Review contractors/bidders				1	1	1			3	\$383.00		
Recommend contract award					1			1	2	\$227.00		
										\$13,826		
CONSTRUCTION PHASE		<i>Provided on a "time and materials" basis</i>										
Attend pre-construction meeting; minutes	1		1	3	12			2	18	\$2,463.00		
Attend pre-construction users meeting		Combined with Contractor Pre-Con Meeting										
Coordinate survey benchmarks					2				2	\$302.00		
Project Site Visits - 8-months construction DGW or AMH once every 2 months, KDF once a week for 4 hours/week	4			128	84	24		2	238	\$30,468.00		
Coordinate w RPR during construction				32	8				40	\$4,920.00		
Review contractor submittals				4	8	16			36	\$4,136.00		
Review contractor applications for payment				1	8	8		8	17	\$2,252.00		
Prepare construction "punchlist"	1			3	1	12		2	18	\$2,043.00		
Issue Certificate of Substantial Completion			1		1			1	3	\$378.00		
Prepare & submit reproducible "Record Drawings"					2	8	16	4	30	\$3,102.00		
Conduct end-of-warranty project review	1			3	12			1	16	\$2,236.00		
										\$52,300		
TIME & MATERIALS	HOURS/											
BUDGET SUBTOTALS:	TRIPS -	8	5	183	169	118	24	34	533			
	SALARY		\$755	\$21,228	\$25,519	\$13,688	\$2,352	\$2,584	\$66,126		\$66,126	
BUDGET TOTALS:	HOURS/	16	11	39	183	386	831	528	108	2,086		
	SALARY		\$1,958	\$5,889	\$21,228	\$58,286	\$96,396	\$51,744	\$8,208	\$243,709	\$243,709	

FEE ESTIMATING SHEET		PROJECT:	ELP TWY A REALIGN	JOB NO.:	01-1103-12	TASK:	
REIMBURSABLES							
REIMBURSABLE CONSULTANT COSTS							SUBTOTAL
511 STRUCTURAL CONSULTANTS							
512 MECH/ELEC CONSULTANTS							
513 ENV & CIVIL CONSULTANTS							
514 LANDSCAPE CONSULTANTS							
515 TESTING CONSULTANTS							
516 SURVEYING CONSULTANTS							
517 INTERIOR DESIGN CONSULTANTS							
518 OTHER CONSULTANTS							
TOTAL REIMBURSABLE CONSULTANTS							
REIMBURSABLE EXPENSES							
521 TRAVEL/LODGING							
MOTEL	8 DAYS @	1 MEN @	\$175.00 /MANDAY	=	\$1,400.00		
AIR TRAVEL	8 AIR FARE @	1 MEN @	\$400.00 /MAN	=	\$3,200.00		
PARKING	DAYS @	/DAY		=			
CAR RENTAL	8 DAYS @	\$75.00 /DAY		=	\$600.00		
MILEAGE	50 MILES @	\$0.555 @	8 TRIPS	=	\$222.00		
						SUBTOTAL	\$5,422
522 REPRODUCTIONS							
BLUELINE PRINTS		SHTS @	\$2.55 @	SETS =			
SEPIA PRINTS	50	SHTS @	\$8.51 @	1 SETS =	\$425.50		
PRINTING:							
ORIGINAL SET-UP COST		ORIGINALS @	\$0.15 /ORI.	=			
COST PER SHEET		SETS @	\$0.08 /SHT @	SHEETS =			
BINDING COST		SETS @	\$2.00 /SET	=			
XEROX	1000	SHTS @	\$0.08 /SHT	=	\$80.00		
						SUBTOTAL	\$506
523 MODEL/RENDERINGS/PHOTOS							
			Shots @	/Shot			
524 TELEPHONE							
	Calls @	\$2.00 /Call					
525 MEALS							
	8 DAYS @	1 MEN @	\$60.00 /MANDAY				\$480
526 FIELD SUPPLIES							
528 POSTAGE							
	Mailings @	\$2.00 /Mailing					
529 PUBLICATIONS & SUBSCRIPTIONS							
530 MISC REIMBURSABLE EXP							
531 FAX							
	Pages @	\$1.00					
532 TEMPORARY PERSONNEL							
533 DRAFTING SUPPLIES							
534 OFFICE SUPPLIES							
535 CADD							
	HOURS @	\$8.00 /HOUR					
536 FIELD EQUIP RENTAL							
546 SOFTWARE							
TOTAL REIMBURSABLE EXPENSES							\$6,408

FEE ESTIMATING SHEET		PROJECT:	ELP TWY A REALIGN	JOB NO.:	01-1103-12	TASK:	
DIRECTS							
DIRECT CONSULTANT COSTS						SUBTOTAL	
611 STRUCTURAL CONSULTANTS							
612 MECH/ELEC CONSULTANTS							
613 ENV & CIVIL CONSULTANTS							
614 LANDSCAPE CONSULTANTS							
615 TESTING CONSULTANTS						Rodriguez Engineering Laboratories (geotech)	\$19,035
616 SURVEYING CONSULTANTS						Barragan & Associates (design phase topo survey)	\$36,592
618 OTHER CONSULTANTS						PLS GPR (Subsurface Utility Investigation)	\$7,950
618 OTHER CONSULTANTS						Air Quality Analysis - removed from scope	
618 OTHER CONSULTANTS						Geodetix, Inc. (post construction AGIS survey)	\$24,772
TOTAL DIRECT CONSULTANTS							\$88,349
DIRECT EXPENSES							
621 TRAVEL/LODGING							
MOTEL	8 DAYS @	1	MEN @	\$175.00 /MANDAY	=	\$1,400.00	
AIR TRAVEL	8 AIR FARE @	1	MEN @	\$400.00 /MAN	=	\$3,200.00	
PARKING	DAYS @	\$15.00	/DAY		=		
CAR RENTAL	8 DAYS @	\$75.00	/DAY		=	\$600.00	
MILEAGE	50 MILES @	\$0.550	@	8 TRIPS	=	\$220.00	
SUBTOTAL						\$5,420	
622 REPRODUCTIONS							
BLUELINE PRINTS	50	SHTS @	\$2.55	@	30 SETS =	\$3,825.00	
SEPIA PRINTS	50	SHTS @	\$8.51	@	2 SETS =	\$851.00	
PRINTING:							
ORIGINAL SET-UP COST	500	ORIGINALS	@	\$0.15 /ORI.	=	\$75.00	
COST PER SHEET	20	SETS @	\$0.08 /SHT	@	500 SHEETS =	\$800.00	
BINDING COST		SETS @	\$2.00 /SET		=		
XEROX	750	SHTS @	\$0.08 /SHT		=	\$60.00	
SUBTOTAL						\$5,611	
623 MODEL/RENDERINGS/PHOTOS							
			Shots @	\$5.00 /Shot.			
624 TELEPHONE							
	Calls @	\$2.00	/Call				
625 MEALS							
	8 DAYS @	1	MEN @	\$60.00 /MANDAY		\$480	
626 FIELD SUPPLIES							
628 POSTAGE							
	20 Mailings @	\$25.00	/Mailing			\$500	
629 PUBLICATIONS & SUBSCRIPTIONS							
630 MISC DIRECT EXP							
631 FAX							
	Pages @	\$1.00					
632 TEMPORARY PERSONNEL							
633 DRAFTING SUPPLIES							
634 OFFICE SUPPLIES							
635 CADD							
	HOURS @	\$8.00	/HOUR				
636 FIELD EQUIP RENTAL							
646 SOFTWARE							
TOTAL DIRECT EXPENSES						\$12,011	

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2012

Client: City of El Paso, Texas
 Project: Taxiway A Realignment
 Agreement Date: August 2012

January 1, 2012

Classification	Hourly Rate	Classification	Hourly Rate
PROFESSIONAL LEVEL VII Engineer VII Architect VII Landscape Architect VII Interior Designer VII	\$178.00	PROFESSIONAL LEVEL I Intern (Architect) I Intern (Interiors) I Intern (Landscape Architect) I Technologist I Resident Project Representative I Clerical Supervisor I	\$79.00
PROFESSIONAL LEVEL VI Engineer VI Architect VI Landscape Architect VI Interior Designer VI	\$151.00	SUPPORT STAFF III Engineering Technician III, IV CADD III, IV Administrative Secretary III Architect Technician III, IV Project Assistant I/II	\$76.00
PROFESSIONAL LEVEL V Engineer V Architect V Landscape Architect V Interior Designer V	\$134.00	SUPPORT STAFF II Architect Technician I, II Engineering Technician I, II CADD I, II Accounting Clerk I, II Administrative Secretary I, II Project Assistant EL Word Processor I, II Receptionist I, II File Clerk I	\$70.00
PROFESSIONAL LEVEL IV Engineer III, IV Architect IV, Intern (Architect) IV Landscape Architect IV Interior Designer IV Technologist IV Resident Project Representative IV	\$116.00	SUPPORT STAFF I Architectural Student EL Engineering Student EL Landscape Architecture Student EL Interiors Student EL CADD EL Accounting Clerk EL Word Processor EL Receptionist EL File Clerk EL	\$40.00
PROFESSIONAL LEVEL III Engineer I/II Architect III, Intern (Architect) III Landscape Architect III Intern (Landscape Architect) III Interior Designer III Technologist III Resident Project Representative III	\$98.00		
PROFESSIONAL LEVEL II Intern (Architect) II Interior Designer II, Intern (Interiors) II Landscape Architect II Technologist II Resident Project Representative II Clerical Supervisor II	\$87.00		

Expenses

Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent for items such as:

1. Maps, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at IRS approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided.

PARKHILL, SMITH & COOPER, INC. - EL PASO
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: ELP TWY A REALIGN
 JOB NO.: 01-1103-12
 TASK: _____
 DATE: 08/14/12

FEE TYPE: Other - SEE CONTRACT
 PREPARED BY: DGW
 PRINCIPAL: _____
 PROJ. MANAGER: _____

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 15.00%
 PROFIT ON DIRECTS: 15.00%

FEE: \$366,492
 LABOR: \$243,709
 OVERHEAD: _____
 REIMB. CONSULTANTS: _____
 REIMB. EXPENSES: \$6,408
 DIRECT CONSULTANTS: \$88,349
 DIRECT EXPENSES: \$12,011

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	11	\$1,958
01	Firm Principal	39	\$5,889
03	Engineer	183	\$21,228
03	Engineer	386	\$58,286
07	Engineer-in-Training	831	\$96,396
09	Engineering Technician	528	\$51,744
18	Clerical	108	\$8,208

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "TAXIWAY A REALIGNMENT" 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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

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

PHASE I - PRELIMINARY DESIGN PHASE

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.
5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

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

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

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

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

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

12. Furnish the Owner one set of reproducible (**D format**) "record" drawings on **Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.

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

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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 "TAXIWAY A REALIGNMENT", hereinafter referred to as the "Project", the Owner will compensate the Consultant an amount not to exceed **THREE HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED NINETY TWO AND NO/00 DOLLARS (\$366,492.00)** 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 and Preliminary Design Phase	\$149,933.00
Pre-Final Design Phase	\$ 74,133.00
Final Design Phase	\$ 68,931.00
Bidding Phase	\$ 14,747.00
Construction Phase	\$ 58,748.00

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. 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

PHASE I— REPORT AND PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **ninety (90) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

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 **forty five (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 **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **thirty (30) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **one (1)** mylar set of the final design documents and specifications for bidding shall be submitted within **ten (10) 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 **two (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.

General Liability - Additional Insured

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- "Bodily injury" to a co-"employee" of the person driving the equipment; or
- "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

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- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Sub-paragraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE**1. The Most We will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**TEXAS CHANGES - AMENDMENT OF CANCELLATION
PROVISIONS OR COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

1. Name: City of El Paso
2. Address: Two Civic Center Plaza
El Paso, TX 79901
3. Number of days advance notice: 30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

*1100146NW33540101 08332

Policy Number: 46 WE NW3354

Endorsement Number:

Effective Date: 09/30/11 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PARKHILL, SMITH & COOPER, INC.

4222 85TH ST
LUBBOCK, TX 79423

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

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

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

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. () Specific Waiver

Name of person or organization:

(X) Blanket Waiver

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

2. Operations:

ALL TEXAS OPERATIONS

3. Premium: INCL.

The premium charge for this endorsement shall be 2.0 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. Advanced Premium: INCL

Countersigned by _____ Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2012

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 McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway, Suite 220 Dallas TX 75240	CONTACT NAME: Joseph A Bryant
	PHONE (A/C No. Ext): (214) 503-1212 FAX (A/C No.): (214) 503-8899
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: XL Specialty Insurance Company	NAIC # 37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Parkhill, Smith & Cooper, Inc.

 4222 85th St.

 Lubbock TX 79423

COVERAGES **CERTIFICATE NUMBER:** Cert ID 13607 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	Y	DPR9698311	1/10/2012	1/10/2013	Per Claim \$ 2,000,000 Annual Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation is in favor of the certificate holder on all policies. Waiver of subrogation is included on the policy.

RE: Taxiway A Realignment and Reconstruction of Taxiways D & F

CERTIFICATE HOLDER	CANCELLATION
City of El Paso Attn: Vikki Ruiz, Project Manager Two Civic Center Plaza El Paso TX 79901	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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A/E SELECTION SUMMARY

Project Name: Taxiway A Realignment and Reconstruction of Taxiways D & F

Department Requesting Service: EPIA

District/ Representative: All

SHORTLIST

RFQ Notification Date: 5/8/2012

RFQ Due Date: 5/22/2012

SHORTLIST COMMITTEE

A/E FIRMS THAT SUBMITTED RFQ PACKAGE

Lily Gutierrez, EPIA

R S & H

Victoria Ruiz, Engineering & Construction Management

Kimley-Horn & Associates

Johanes Makahaube, Engineering & Construction Management

Moreno-Cardenas

Javier Reyes, Engineering & Construction Management

URS Corp

Lupe Salinas, Engineering & Construction Management

Parkhill, Smith & Cooper

SCORING SHEETS ISSUED: 5/23/2012

SCORING SHEETS DUE: 5/30/2012

FINAL RANKING DATE: 5/30/2012

FIRMS NOTIFIED DATE: 5/30/2012

FINAL SELECTION

PRESENTATION COMMITTEE

FINALISTS

Alan Shubert, City Engineer

Kimley-Horn & Associates

Irene D. Ramirez, Assitant City Engineer

Moreno-Cardenas

Monica Lombrana, Aviation Director

Parkhill, Smith & Cooper

Tony Marmolejo, Assitant Aviation Director

SELECTED CONSULTANT:

Parkhill, Smith & Cooper

SCOPING MEETING:

TBD

FEE PROPOSAL DUE:

TBD

PRESENTATION DATE: 6/13/2012

FIRMS NOTIFIED DATE: 6/13/2012