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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: October 9, 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 Dattei Wong Architecture, Inc., a California Corporation, for a project known as "El Paso International Airport (EPIA) Consolidated Rental Car Facility" for an amount not to exceed TWO MILLION SEVEN HUNDRED THOUSAND AND NO/00 dollars ($2,700,000.00); and that the City Engineer be authorized to approve up to $50,000.00 in additional services, for a total contract amount not to exceed TWO MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/00 DOLLARS ($2,750,000.00); 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.

BACKGROUND / DISCUSSION:

The need for a Consolidated Rental Car Facility (ConRAC) was first identified in the EPIA 2005 Master Plan Update. Current Ready Return lot is constrained for space, severely limiting the number of vehicles that the rental car companies can stage for customer pickup. Additionally, the Southern Industrial Park Land Use Update has identified higher and better uses for the properties on which the current, individual maintenance facilities are situated. It is a concerted expansion that will not only increase the operational capacity of the car rental concessionaires, but will also enhance customer service as it relates to a passenger's car rental experience, providing covered parking and an expanded ready return lot facilities, while still retaining the convenience of pickup and return of vehicles directly adjacent to the terminal.

The project consists of the construction of a Consolidated Rental Car Facility (ConRAC). It includes the construction of a three-level Ready Return structure, Quick Turn Around (QTA) area (includes car wash, vacuums, fueling and admin space), vehicle storage and stacking, vehicle delivery area, light maintenance facility and overflow parking. The facility will also incorporate public art as part of the project and the architectural design will match/complement the existing terminal building.

The team, which was selected through the City's AE selection process (which is qualification-based), is headed by Dattei Wong Architecture (DWA). DWA has designed multiple ConRAC facilities throughout the country, including those located at Nashville International Airport (recognized by the rental car industry as one of the best designed facilities), Phoenix Sky Harbor International Airport, and Honolulu International Airport. Local members of the team include Moreno-Cardenas, Inc. (MCI), Bath Engineering, Brock & Bustillos, McCormick, Sites Southwest, Fokus Architecture, and Robert Navarro.

The project is funded with Customer Facility Charge fees.

PRIOR COUNCIL ACTION:

December 20, 2011 – Ordinance No. 017699 establishing a Customer Facility Charge (CFC) of $3.50 per transaction day

August 21, 2012 – Resolution adopting the EPIA Proposed Five Year Capital Improvement Plan

AMOUNT AND SOURCE OF FUNDING:

$2,700,000.00. Funding source: Customer Facility Charge fees; 562-62320-3050-580530

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

CITY CLERK DEPT.
2012 OCT -1 AM 11:47

A/E SELECTION SUMMARY

Project Name: EPIA - Consolidated Rental Car Facility

Department Requesting Service: EPIA

District/ Representative: ALL

SHORTLIST

RFQ Notification Date: 5/22/2012

RFQ Due Date: 6/12/2012

SHORTLIST COMMITTEE

Johanes Makahaube, Engineering & Construction Management

Javier Reyes, Engineering & Construction Management

Lili Gutierrez, EPIA

Victoria Ruiz, Engineering & Construction Management

Gabby Martinez, EPIA

SCORING SHEETS ISSUED: 6/13/2012

SCORING SHEETS DUE: 6/20/2012

FINAL RANKING DATE: 6/20/2012

FIRMS NOTIFIED DATE: 6/20/2012

A/E FIRMS THAT SUBMITTED RFQ PACKAGE

3 DW Architecture

2 Mijares - Mora

4 Huitt - Zollars

5 ACM Designs

1 MNK Architecture

FINAL SELECTION

PRESENTATION COMMITTEE

Monica Lombrana, Aviation Director

Antonio Marmolejo, Asst. Aviation Director

Alan Shubert, City Engineer

Irene Ramirez, Assistant City Engineer

Sam Rodriguez, Engineering Division Manager

PRESENTATION DATE: 7/23/2012

FIRMS NOTIFIED DATE: 7/23/2012

FINALISTS

DW Architecture

Mijares-Mora

MNK

SELECTED CONSULTANT: DW Architecture

SCOPING MEETING: TBD

FEE PROPOSAL DUE: TBD

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Dematteі Wong Architecture, Inc., a California Corporation, for a project known as "El Paso International Airport Consolidated Rental Car Facility" for an amount not to exceed Two Million Seven Hundred Thousand and No/100 Dollars ($2,700,000.00); and that the City Engineer be authorized to approve up to $50,000.00 in additional services, for a total contract amount not to exceed Two Million Seven Hundred Fifty Thousand and No/100 Dollars ($2,750,000.00); 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

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

Matter # 12-1004-263 PL # 135556
Resolution Agreement for Prof Svc
EPIA Consolidated Rental Car Facility
Dematteі Wong Architecture
COSB

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 **DEMATTEI WONG ARCHITECTURE, INC.**, a California Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as **"EL PASO INTERNATIONAL AIRPORT CONSOLIDATED RENTAL CAR FACILITY"**, hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; and

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

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

ARTICLE I.
ATTACHMENTS

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

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

ARTICLE II.
PROJECT

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

2.2 In completion of such phases, the Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under the Design Phase of this Agreement. Such Guidelines are available in the Engineering Department.

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

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

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

ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 **PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **TWO MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($2,700,000.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "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 **THIRTY MILLION AND NO/100 DOLLARS ($30,000,000.00)** 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"**.

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
$2,000,000.00 for two or more persons or occurrences
Property Damage
$1,000,000.00 per occurrence
General Aggregate
$1,000,000.00

b) **AUTOMOBILE LIABILITY**

Combined Single Limit
$1,000,000.00 per accident

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

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

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance 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 0.00% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

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

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

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

ARTICLE VII.
GENERAL PROVISIONS

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

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

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

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

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

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

provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

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

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

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

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

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

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

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

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

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

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

To the Owner:	The City of El Paso Attn: City Manager 2 Civic Center Plaza El Paso, Texas 79901
With a Copy to:	The City of El Paso Attn: City Engineer 2 Civic Center Plaza El Paso, Texas 79901
To the Consultant:	Demattei Wong Architecture, Inc. Attn: Wesley Wong Jr., AIA 1350 Manufacturing Street, Suite 210 Dallas, TX 75207

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

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

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations,

representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce A. Wilson,
City Manager

CONSULTANT:
DEMATTIE WONG ARCHITECTURE, INC.

By: Wesley Wong, Jr. AIA
Title: Chairman & 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 _____ day of _____, 2012, by **Wesley Wong Jr.,** AIA, as **Chairman & Principal** of **Demattei Wong Architecture, Inc.**

_____
Notary Public, State of Texas

My commission expires:

_____

Attachment A

Dematteí Wong
architecture

September 20, 2012

Mr. Sam Rodriguez, P.E.
Engineering Division Manager
Engineering and Construction Management Department
City of El Paso

Re: El Paso International Airport Consolidated Rental Car Facility
Comprehensive Professional Architectural and Engineering Consultant Services
Scope/Fee Proposal for Task 1 Program Validation/Concepts – Task 7 Post Construction

Dear Sam,

Dematteí Wong Architecture (DWA) is pleased to present the following scope/fee proposal for Task 1 Program Validation/Concepts through Task 7 Post Construction for the new Consolidated Rental Car Facility (ConRAC) at the El Paso International Airport. The purpose of these tasks is to validate the feasibility study and provide comprehensive professional architectural and engineering consultant services from program validation through Post Construction, including architecture, landscape architecture, structural engineering, MEP/IT engineering, civil engineer, surveying, geotechnical services, fueling engineering, ADA, codes/life safety services, and vertical transportation services.

Project Description

The City of El Paso intends to construct a new ConRAC at the El Paso International Airport in an area west of the Passenger Terminal and on the existing rental car site. The site is defined by the existing Terminal building to the East, the active airside to the North, the existing terminal roadway, Convair Road, to the South, and Airway Boulevard and Airport Road to the West.

The current operational model conceptual plan is a three-level structure that is composed of three levels of covered Ready/Return Facilities (R/R), an on-grade Quick Turn Around Facility (QTA), a maintenance facility for minor maintenance, an overflow vehicle storage area, as well as an area for loading and unloading vehicles, and a hard-capping of the upper level for RAC vehicle storage. There will not be a Customer Service Building (CSB), as the intention is for the Rental Car Industry to maintain their existing rental car counters in the baggage claim area.

1350 Manufacturing Street Suite 210 Dallas, Texas 75207

The design shall meet Smart Growth design principles and Congress for the New Urbanism (CNU) guidelines, including pedestrian facilities. The design shall also incorporate art integration and LEED design guidelines and will be Silver LEED certified.

Project Requirements

The project shall accommodate and include the following facility components:

ConRAC Facility

1. Ready/Return Facility (R/R) – The Ready/Return Facility includes Ready and Return car areas, Customer Service/Security Kiosks, and Support Facilities.
2. Quick Turn Around Facility (QTA) – The QTA includes fueling, car wash facilities, employee amenities, administrative support areas, and vehicle storage and stacking spaces.
3. Light Maintenance Facility (LMF) – The LMF consists of maintenance bays relating to the light maintenance of vehicles. This includes vehicle lifts and storage for tires and fluids.
4. Overflow Vehicle Storage (OVS) – The OVS consists of a surface area for rental car overflow vehicle storage.

Scope of Services

The scope of services includes Task 1 – Program Validation/Concept Validation, Task 2 – Schematic Design, Task 3 – Design Development, Task 4 – Construction Documents, Task 5 – Advertising/Bidding, Task 6 - Construction Administration, and Task 7 – Post Construction. Details on the scope of services are as follows:

Task 1 PROGRAM VALIDATION/CONCEPT VALIDATION

A. ConRAC Program Validation

The Program Validation effort will focus on developing and justifying the program requirements and establishing site configuration(s) through Program Development and Conceptual Design.

1. Program Development

The Program Development task will verify the operating and support requirements for the proposed ConRAC. The forecast periods will be re-evaluated, analyzed and justified to establish the minimum spatial requirements for each component of the new ConRAC to meet immediate and future requirements. Critical project elements, based on generally accepted design criteria, will be identified for each component of the ConRAC for both proposed and future requirements.

The programming effort will consist of 2 elements as described below:

1. Program Component Document

The Program Component Document will be used as the foundation for the architectural program.

2. Program Space Requirements Document

The Program Space Requirements document will be utilized during the preparation of the conceptual design studies and will confirm the programmatic requirement square footages.

The DWA team will re-established, based on current demands, a 10-year forecast, a 15-year forecast and a 20-year forecast demand from DBO.

2. Project Definition Report (PDR)
The Program Component Definition Phase will enhance and develop the required Project Phases and Scope of Work required locating, designing and producing a project budget. It will utilize all previous research and studies performed and prepared by the City of El Paso and its consultants.

DWA shall verify the program requirements for the ConRAC. The baseline program describes the operating and support requirements and identifies critical program elements, based on generally accepted design criteria, for each project component including:

- The Ready/Return Facility includes Ready and Return car areas, Customer Service/Security Kiosks, and Support Facilities.
- The Quick Turnaround Facility includes Fueling, Car Wash Facilities, Employee Amenities, Administrative Support Areas and Stacking Spaces.
- The Light Maintenance Facility includes areas for light maintenance such as tire changes and oil changes and includes vehicle lifts and storage.
- The Overflow Vehicle Storage includes an open surface lot for the rental car industry's use for vehicle storage.

DWA shall re-analyze and re-justify the forecast periods to confirm the future projected requirements and establish minimum spatial requirements for the ConRAC.

DWA shall develop a final design program for the facility including projected stall capacities, associated spatial requirements, and functional and operational descriptions and needs.

B. Concept Validation
The Concept Validation phase will complement and enhance the Program Validation phase by further defining and developing the site and the ConRAC components. The validation will be developed in 2 phases:

Existing Concept Analysis Phase

The DWA team will re-analyze the existing current preferred scheme for; pedestrian circulation, customer vehicular circulation and access, shuttler vehicular circulation and access, as well as the impact on the building functional and operational efficiencies.

Alternative Concepts Phase

If the current preferred scheme is proven to be non-workable based on the findings during the existing concept analysis phase, the DWA team will develop viable alternative concepts which responds to the new requirements identified in the existing concept analysis phase. This task will re-establish the functional relationships between the principal ConRAC; addressing any future expansion areas. The Alternative Concepts phase consists of planned meetings with specific objectives.

RAC Meeting 1 – Alternative Concepts

The DWA team will develop and review multiple concepts which respond to the new requirements identified in the existing concept analysis phase. Sketches, plans and stacking diagrams will be utilized by the DWA team. Through the collaboration of the stakeholders and design team, several concepts will be selected to be further developed.

RAC Meeting 2 – Refined Concept/Selected Final Concept

The objective is to further develop the selected concepts based on all challenges and issues which the stakeholders identify. The DWA team shall study and develop options for maximum site utilization with projected site and facility capacities for each option. The DWA team shall further analyze site grading and drainage, traffic circulation, ingress/egress options, site layout options, interior roadways and quick turnaround facility layouts and their effects on site design. The DWA team shall generate building alternatives by studying massing, orientation and structured parking options through the use of drawings, sections, and stacking diagrams. Through the collaboration of the stakeholders and design team, a final concept will be selected to be developed.

C. Program Definition Manual

The DWA Team will develop a Project Definition Manual which will document the Task 1 Program/Concept Validation process, to include the program validation task, existing concept analysis task, and the alternative concepts task. The manual will include an executive summary of the process from programming through concept design, a summary of all the meetings, and a conclusion, accompanied by developed plans reflecting the final concept. The report will include a probable opinion of costs of the final concept. The final draft document will represent the conclusion of the Task 1 scope of work.

Task 2 SCHEMATIC DESIGN

Schematic Design will be based on the concept from Task 1. The objective will be to provide design alternatives and prepare presentation materials for each major component of the building development and to fix the scope of the Project by refining the program requirements to allow for

preliminary budget confirmation and City approval. The concept will be further refined through the development of the following exhibits:

- Site Plan – Identifies the customer vehicular and bus access, ingress/egress, traffic flow in and around the site, landscape areas, edge conditions, service access and flow, visitor access and flow, service and fueling areas, etc.
- Plans – Shows the relationship of the programmatic space requirements to scale and describes the functional requirements, such as, flow, wayfinding, building support areas, vertical cores, office areas, and public areas.
- Sections – Identifies the vertical relationships of the different levels in relation to the existing grades.
- Interior Concepts – Initial interior concepts will be developed with materials and color.
- Major Building Systems – The major building systems will be identified, analyzed, selected, and coordinated with the architectural drawings. The building systems will be structural engineering, mechanical engineering, electrical engineering, plumbing engineering, fueling engineering, wayfinding, IT/Communications engineering, etc.
- General Outline Specifications - General outline specifications will be developed highlighting the major building divisions and identifying the general quality of the project.
- LEED – Develop overall sustainability strategic approach of identifying, analyzing, and implementing project strategies.

Task 3 DESIGN DEVELOPMENT

Upon conclusion of the Schematic Design phase, the City of El Paso, the Rental Car Industry, the DWA design team and consultants will have thoroughly reviewed the Schematic Design documents and have prepared a list of key design/coordination issues, cost issues, and Airport feedback issues. The major tasks arising out of the reviews will be to resolve and incorporate into the Project all agreed upon Schematic Design review comments and to establish a list of priorities and action items for the Design Development Phase.

The Design Development documents will refine and further develop the design concepts and space planning established during the Schematic Design Phase. The main objective of the Design Development Phase will be to fix and describe the Architectural, Structural, Mechanical / Electrical / Plumbing systems, Specialty systems, building materials and finalize design decisions.

- Finalize major design decisions and fix and describe the architectural, structural, mechanical, electrical, plumbing systems, specialty systems, and building materials.
- Convey all key aspects of the design and building systems in order that the City's acceptance of the design can be obtained, and in addition, form the basis for a further developed and refined cost estimate.
- Serve as the basis for coordination among all team members to begin the Construction Documents Phase which will, in part, commence prior to completion of the Design Development Phase.

Task 4 CONSTRUCTION DOCUMENTS

Upon completion of the Design Development Document review period, the City of El Paso, the Rental Car Industry, the DWA design team and consultants will have thoroughly reviewed the Design Development documents and have prepared a list of key design/coordination issues, cost issues, and Airport feedback issues. The major tasks arising out of the reviews will be to resolve and incorporate into the Project all agreed upon Design Development review comments and to establish a list of priorities and action items for the Construction Document Phase. The design team will thoroughly review the Design Development cost estimate for budget compliance, and review and discuss all Design Development review comments. Specific direction on Design Development issues for each building and all disciplines will be critical to move into the Construction Document Phase.

The main objective of the Construction Document Phase is to prepare and issue construction document packages setting forth in detail the requirement for the project necessary for permitting, negotiating, contracting and construction.

Task 5 ADVERTISING/BIDDING

During the Advertising/Bidding phase, the DWA team will assist the City of El Paso and construction manager with questions and issues arising from the pricing efforts. The following are examples of activities during this phase:

- Review bid packages
- Assist in bid package distribution
- Prepare addenda as required to answer contractor questions or further clarify the contract in responding to all contractor questions during the bidding process
- Assist in conducting pre-bid conferences
- Assist in price evaluations and in post-bid evaluation meetings

Task 6 CONSTRUCTION ADMINISTRATION

During the project's construction phase, the DWA design team will manage and coordinate construction administration services with the City of El Paso and Construction Manager. The main objective is to manage the construction administration process, advising the City of the progress of construction. The following activities and events are examples during the project's construction phase:

- Pre-construction conference
- Attend project team construction meetings
- Monitor construction schedule
- Monitor submittal process
- Monitor RFI's
- Monitor as-built drawings
- Permitting assistance
- Value engineering review

- Payment application review
- Punch list assistance
- Final change order review
- Site visits

Task 7 POST CONSTRUCTION

The main objective will be to coordinate the transfer of the completed Project to the City's property manager. The following activities and events are examples during the project's post construction phase:

- Establish close-out procedures
- Compile Revit files on CD-ROM
- Complete final accounting, payments and contract close-out
- Close out document check list
- Submittal of warranties and guarantees

Fee Proposal Summary

The DWA Team proposes to produce the scope of services for the following fee:

1. Task 1 – Program Validation/Concept Validation - $147,000
2. Task 2 – Schematic Design - $420,000
3. Task 3 – Design Development - $630,000
4. Task 4 – Contract Documents - $903,000
5. Task 5 – Advertise/Bid/Award - $22,791
6. Task 6 – Construction Administration - $296,118
7. Task 7 – Post Construction - $22,791
8. The direct, out-of-pocket expenses we incur while accomplishing this project – airfare, hotels, meals, car rentals, printing and plotting, reproductions, courier services, etc. - is not included in the cost of the basic services and will be billed at actual cost + 10% per contract limits. Estimated reimbursable costs are $258,300 for this task and will not be exceeded without prior authorization.

9. Total Fee:

Architectural/Engineering Services	$2,441,700
Reimbursables	$258,300
Total Fee	$2,700,000

Attachment A

PROJECT SCOPE

TITLE: EPIA Consolidated Rental Car Facility

LOCATION: El Paso International Airport, El Paso, Texas

CONSTRUCTION BUDGET: **$30,000,000**

INTRODUCTION:
The City of El Paso (the "City") is requesting Qualifications from interested firms qualified to provide comprehensive professional architectural and engineering consulting services for the planning and design of a Consolidated Rental Car Facility and related infrastructure at the El Paso International Airport (the "Airport").

BACKGROUND/PROJECT DESCRIPTION:
The City is proposing the development of a Consolidated Rental Car ("ConRAC") Facility at the Airport in an area west of the Passenger Terminal. The ConRAC Facility will consist of a 3-level ready/return vehicle parking structure containing approximately 650-700 dedicated parking stalls; an at-grade quick-turnaround facility ("QTA") consisting of vehicle fueling, cleaning and washing facilities; a facility for vehicle (minor) maintenance; and an overflow vehicle storage area as well as an area for loading and unloading vehicles. The preferred concept encompassing all these project elements has already been identified and approved by the City and the rental car industry (

The design shall meet Smart Growth design principles and Congress for the New Urbanism (CNU) guidelines, including pedestrian facilities.

The consultant shall incorporate LEED design guidelines and the Project must be LEED Silver certified.

Delivery of the Project is expected to follow a design/bid/build methodology.

MINIMUM QUALIFICATIONS:
Interested firms must be capable of providing full and comprehensive services from planning through construction administration. Primary architectural/engineering firms with experience in designing consolidated rental car facilities are encouraged to participate. The A/E consultant team must have airport rental car facility planning and design experience related to rental car operations and recent consolidated rental car facility design experience including at least one project, with a minimum project cost of $10 million, within the last five (5) years.

1.0 SCOPE OF SERVICES:
Consultant will evaluate previously prepared studies to support the proposed Project and will advance the definition of the Project through planning and

design. Consultant will provide the Airport with a full range of professional services, including:

1.1 Programming/Facility Requirements/Concept:
Consultant must develop spatial and other requirements for the Project, including the project functions listed below. Consultant is required to review and validate the previously developed demand levels for the prescribed planning horizons.

Ready/Return Area
QTA Area
Fueling Facilities/Common Fueling System
Vehicle loading and unloading area
Vehicle Storage
Light Vehicle Maintenance Area
Ground Access/Roadways
Environmental Considerations
Sustainability
Utility Demand
Accessibility
Landscaping

In addition, consultant shall develop three (3) architectural/landscape concepts in conjunction with the City's artist for review and comment along with preliminary cost estimates. After receipt of comments from the City, consultant shall prepare one (1) final concept for approval.

1.2 Existing Conditions Investigation:
Consultant shall perform existing conditions investigations including but not limited to: geotechnical, utility coordination, drainage, and irrigation that are deemed necessary by the City's Engineering Department in order to complete the design and the project construction.

1.3 Design:
The design shall meet all City requirements for the Project and shall be performed in phases as presented in Section 5.0 Project Schedule, below.

The consultant shall comply with the City's Design Standards for Construction and Grading Ordinance.

The consultant shall perform design analysis to ensure public safety. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

1.4 Bidding & Construction:
During the bidding process, the consultant shall assist the City with the following, including, but not limited to: determining bid period and date,

responding to all questions from perspective bidders, attending a pre-bid conference, preparing addenda, evaluating bids, and providing recommendations concerning the acceptability of subcontractors. The bids shall be advertised a unit price contract and selection shall be a "low bid" selection.

During the construction phase, the consultant shall assist the City, on a time and materials basis, with the following, including but not limited to: attending progress meetings, responding to questions from the contractor, providing advice and recommendations to the City, performing site visits, reviewing contractor submittals, reviewing applications for payment, publishing a "punch list", issuing a "Certificate of Substantial Completion", and producing a set of reproducible (24"X36") "as-built" drawings.

1.5 Soils Investigation:

Consultant shall provide a subsurface soil investigation study for the Project. Log boring information can be shown on construction documents with appropriate notes and disclaimers that will minimize change orders.

1.6 Project Cost Estimates:

Consultant shall develop comprehensive Project cost estimates for each phase of design (i.e. preliminary, pre-final, and final), including, but not limited to:

Site development
Buildings and structures
Off-site infrastructure and utilities
Tenant improvements/equipment

1.7 ADA Compliance and Requirements

The consultant's team shall include an ADA sub-consultant certified to perform plan review and inspections for ADA, T.A.S, and Texas Department of Licensing and Regulation requirements.

1.8 Surveys

Consultant shall provide all topographic, horizontal surveys and boundary surveys.

1.9 Environmental Issues

The City will employ an independent consultant for any environmental studies required for the Project. The consultant shall not be responsible to provide asbestos, lead, mold, and other environmental surveys and/or studies. The consultant shall be responsible to coordinate its design efforts with the City consultant responsible to prepare environmental studies.

1.10 Building Permits, Special Permits, and Other Land Use Permits

The consultant shall be responsible to comply with all local, state, and federal building codes. The consultant shall be responsible to obtain approval from the Engineering and Construction Management Department, Building Permits & Inspections Division before 100% construction documents are submitted for bid advertisement. It shall be the responsibility of the consultant to follow up and track the review and approval process with the Engineering and Construction Management Department Building Permits & Inspections Division.

1.11 Storm Water Pollution Prevention Plan

The consultant shall prepare and provide a storm water pollution prevention plan. The storm water pollution prevention plan shall be submitted to the City Development Services Department for review and approval.

1.12 Utility Coordination

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 during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The consultant shall meet with all affected utility companies to discuss the proposed project 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 set up a meeting between the City's Project Manager and the utility company to resolve the dispute. The consultant, on behalf of the City, shall request from all utility companies that they relocate all lines that conflict with new improvements. However, each utility company can request that the City include as part of the bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and provides adequate funding. The consultant shall coordinate this effort with the utility companies and advise them of the City's policy to minimize pavement cuts on new development. All correspondence and meeting minutes shall be submitted to the City 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 consultant shall be completed 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.

1.13 Design Guidelines

The consultant shall develop Design Guidelines to be used in the Preliminary Design, Pre-Final Design, Final Design, and Construction Documents Phases of the Project. Design Guidelines must address, and not be limited to:

Design objectives
Site considerations
Building systems
Sustainable design
Codes/Ordinances and other regulations
Security

1.15 Traffic and Pedestrian Control Plan

The consultant shall be responsible to prepare traffic and pedestrian control plans for City owned right of way. The consultant shall provide and produce any special specifications that shall specify general requirements for the traffic and pedestrian control plan. A requirement shall be that traffic and pedestrian control plan shall comply with national, state, and local codes and approval from the City Department of Transportation Traffic Engineering Division is required.

1.16 Construction Sequencing Plan

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

1.17 Construction Schedule

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

1.18 Public Art Program

Consultant shall participate in the City's (separate) selection process for an artist in accordance with the City's Public Art Program guidelines for the Facility. The Consultant's team for this RFQ shall not include an artist. The consultant shall incorporate the selected artist into the design team to enable the corroboration and incorporation of artwork into the project design.

2.0 PRODUCTS REQUIRED:

2.1 Drawings:

A. Report: Concept/Program/Design Guidelines

During the report phase, the consultant shall provide a various timelines the programming requirements, Design Guidelines and Architectural Concepts as required above. All documents shall be provided in pdf format plus full rendering of the selected concept from 3 different points of view in 24x36 prints.

B. Preliminary Design:

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

C. Pre-Final Design:

Upon the completion of pre-final design phase, the consultant shall submit ten (10) copies of the pre-final design phase documents and cost estimates. If the City does not approve the pre-final design documents, the consultant shall submit five (5) copies of the resubmitted pre-final design documents. Additionally, the designer should submit three (3) copies of the specifications and three (3) copies of the design analysis.

D. Final Design:

Upon the completion of final design phase, the consultant shall submit ten (10) copies of final design documents, specifications and cost estimates to the City for review. After the review, the consultant shall submit to the City three (3) copies of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the consultant shall furnish thirty (30) copies of the final design documents and specifications for bidding to the City.

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.

2.3 Cost Estimates:

The consultant shall develop and submit construction cost estimates from time to time including during each phase of design (i.e. preliminary, pre-final, and final). Consultant's final 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 final estimate shall take into account all labor costs based on the current City of El Paso prevailing wage rates as adopted by the City Council.

2.4 Design Analysis:
Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

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

2.6 Bidding
The consultant shall be responsible to answer all questions presented by bidders, attend the pre-bid conference, participate in low bid process procurement, evaluate bidders, provide bid analysis, provide bid recommendation, and be present during City Council meetings to answer questions about the City's bid recommendation. The consultant shall be responsible to prepare bid addendums.

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

3.0 GENERAL REQUIREMENTS AND CRITERIA:

3.1 Design must meet all applicable City Codes and Ordinances.

3.2 Design must comply with Engineering & Construction Management Department Guidelines.

3.3 Design must comply with all local, state and federal laws and regulations, including, but not limited to the Americans with Disabilities Act.

3.4 The consultant shall submit all redlines to the City when plan submittals are due.

4.0 OTHER CONSIDERATIONS:

4.1 Work to be coordinated with the Airport, Engineering & Construction Management Department, City Department of Transportation's Streets Operations Division and Traffic Engineering Division, Mass Transit Department (Sun Metro), City Information Technology Department, Texas Department of Transportation (TXDOT), El Paso Water Utilities (EPWU), El Paso Water District and all affected stakeholders.

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

5.0 PROJECT SCHEDULE:

Report Phase:	45 Calendar Days
Preliminary Design Phase:	75 calendar days
Pre-Final Design Phase:	90 calendar days
Final Design Phase:	90 calendar days

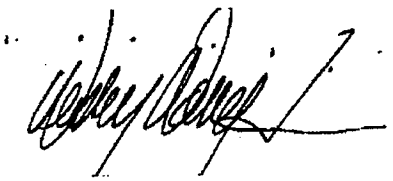
Attachment B

FEE BREAKDOWN PER PHASE

PHASE	DESIGN	REINBURSABLE	TOTAL
1. Task 1 – Report - Program Validation/Concept Validation	$ 147,000.00	$ 15,550.68	$ 162,550.68
2. Task 2 – Preliminary Design /Schematic Design	$ 420,000.00	$ 44,430.52	$ 464,430.52
3. Task 3 – Prefinal/ Design Development	$ 630,000.00	$ 66,645.78	$ 696,645.78
4. Task 4 – Final/Contract Documents	$ 903,000.00	$ 95,525.62	$ 998,525.62
5. Task 5 – Advertise/Bid/Award	$ 22,791.00	$ 2,410.99	$ 25,201.99
6. Task 6 – Construction Administration	$ 318,909.00	$ 33,736.41	$ 352,645.41
			$ 2,700,000.00

We are grateful for this opportunity and look forward to a successful project. Please feel free to call if you have any questions.

Best Regards,



Wesley Wong Jr., AIA
Project Director
Demattei Wong Architecture Team

DW
Demattei Wong
architecture

SCHEDULE OF FEES

Principal Architects	$ 245.00/hr.
Senior Project Architects	$ 158 - 180.00/hr.
Senior Project Managers	$ 158 - 180.00/hr.
Project Managers	$ 147.00/hr.
Project Architects	$ 147.00/hr.
Staff Architects/CADD Technicians I	$ 115 - 136.00/hr.
CADD Technicians II	$ 92 - 115.00/hr.
CADD Technicians III	$ 71.00/hr.
Project Coordinator	$ 82.00/hr.
Project Administration	$ 95.00/hr.
Non-Technical Services	$ 78.00/hr.

1555 BAYSHORE HWY SUITE 300 BURLINGAME, CALIFORNIA 94010 650.692.9911 FAX 650.692.0181

SITES SOUTHWEST FEE STRUCTURE AND RATES
UPDATED April 1, 2012 - FY 2013

PROFESSIONAL

LANDSCAPE ARCHITECT	Intern	Landscape Designer 1	Landscape Designer 2	Project Landscape Designer / Architect	Landscape Architect/ Project Manager	Principal / Landscape Architect	Senior Principal / Landscape Architect
Fee schedule	$ 50.00	$65.00	$75.00	$90.00	$105.00	$125.00	$155.00
PLANNER	Intern	Planner 1	Planner 2	Planner 3/Project Planner	Planner 4 / Project Manager	Principal / Certified Planner	Senior Principal / Planner
Fee schedule	$ 50.00	$65.00	$75.00	$85.00	$105.00	$125.00	$155.00
ARCHITECT/COMMUNITY DESIGNER	Intern	Community Designer 1	Community Designer 2	Community Designer 3/Project Community Designer	Community Designer 4 / Project Manager	Principal / Community Designer	Senior Principal / Community Designer
Fee schedule	$ 50.00	$65.00	$75.00	$85.00	$105.00	$125.00	$155.00

ENVIRONMENTAL STAFF

Water Quality Specialist	
Fee schedule	$ 75.00
Architectural Historian	
Fee schedule	$ 85.00
Archaeologist	
Fee schedule	$ 85.00

LANDSCAPE MANAGER	Landscape Manager 1	Landscape Manager 2	Landscape Manager 3	Landscape Manager / Project Manager	Senior Landscape Manager	
Fee schedule	$60.00	$65.00	$85.00	$105.00	$125.00	

TECHNICAL

TECHNICAL SPECIALISTS

Graphics Specialist/Rec Planner	Tech Intern	1	2	3	4	5
Fee schedule	$ 50.00	$55.00	$60.00	$65.00	$70.00	$80.00
Research/GIS Specialist	Tech Intern	1	2	3	4	5
Fee schedule	$ 50.00	$55.00	$60.00	$65.00	$70.00	$80.00
Graphics Specialist	Tech Intern	1	2	3	4	5
Fee schedule	$ 50.00	$55.00	$60.00	$65.00	$70.00	$80.00

ADMINISTRATIVE

ADMINISTRATIVE ASSISTANTS	Office Aide	Administrative Assistant 1	Administrative Assistant 2	Administrative Assistant 3	Administrative Assistant 4	Administrative Assistant 5	Administrative Assistant 6
Office Administrator, Marketing Coordinator Administrative Assistants							
Fee schedule	$45.00	$50.00	$55.00	$60.00	$65.00	$70.00	$75.00

McCormick Architecture

STANDARD SCHEDULE OF FEES AND CONDITIONS

For agreements in which fees are provided as estimates or for additional services, fees are based on the time worked on the project by staff members in accordance with the following schedule:

Principal *(Registered Professional)*	$180.00/hr
Architect	$105.00/hr.
Project Manager	$ 90.00/hr.
Associate	$ 75.00/hr.
CADD Operator	$ 65.00/hr.
Administrator	$ 40.00/hr.

Overtime will be charged for out of office services provided by staff members when these services require more than 8 hours per day, including travel. Overtime is charged at a rate of 1.5 times the regular hourly rate.

Fees for pretrial conferences and expert testimony will be billed at 1.5 times the hourly rate.

This Schedule of Fees is subject to revisions at six-month intervals unless otherwise stipulated in the Agreement.

You agree that payment for all such charges will be made upon receipt of our monthly invoices. In the event that payment is not received within 30 days, then we shall have the right to terminate our services. Invoices unpaid after 30 days will accrue interest at an annual rate of 15%.

McCormick Architecture, LLC assumes professional and technical responsibility for performance of its services (Services) in accordance with recognized standards of good practice. If, within one (1) year following completion of Services on a specific assignment, such Services fail to meet those standards, and the Owner promptly advises McCormick Architecture, LLC in writing, McCormick Architecture, LLC agrees to re-perform its deficient Services without charge to the Owner up to a maximum amount equivalent to the compensation received for the deficient Services rendered. This shall constitute the Owner's exclusive liability and the Owner's exclusive remedy with respect to the Services performed and the Owner hereby releases, and shall indemnify McCormick Architecture, LLC from and against all further liability for direct, indirect, special or consequential loss or damage, injury to the Owner's employees, or third parties whether arising in contract, tort (including negligence), or otherwise.

Reimbursable Expenses

The following items of direct non-salary expenses shall be billed at McCormick Architecture, LLC cost plus 1.2% or the current usury rate in the State of Texas.

1. Engineering Consultants/Services 1.2 times their actual cost.
2. Transportation and living expenses incurred for out of town projects.
3. Long distance telephone calls, facsimiles, telegrams and cables.
4. Delivery charges for samples, field testing equipment, etc.
5. Photographs for project records and reproduction of drawings and reports.
6. Services and equipment provided by outside consultants or suppliers. Unless included in the base agreement.
7. Automobile expenses for personal or company vehicles will be charged $.48 per mile plus toll charges for travel from McCormick Architecture, LLC office to the project and return and for travel at the job in conduct of work.
8. Blueline and plotter prints will be charged $6.00 per square foot.

_____ _____

Signature *Date*

_____

Printed Name

RJA
ROLF JENSEN & ASSOCIATES, INC.
FIRE PROTECTION CONSULTANTS

2301 West Plano Parkway
Suite 210
Plano, TX 75075 USA
www.rjainc.com
+1 469-443-7200
Fax: +1 469-443-7201

ATTACHMENT 1

STANDARD HOURLY BILLING RATES

Senior Vice President	$250/hour
Director/Operations Manager	$230/hour
Senior Consultant/Associate Manager	$205/hour
Consultant	$175/hour
Associate (Level 2)	$150/hour
Associate (Level 1)	$135/hour
Graduate Intern	$100/hour
Sr. CAD Technician/Senior Technician	$115/hour
CAD Technician	$ 85/hour

These rates are valid through December 31, 2012.

ROBERT NAVARRO & ASSOCIATES ENGINEERING, INC.
124 W. CASTELLANO DRIVE, SUITE 201
EL PASO, TEXAS 79912 RNAengr.com
(915) 532-1406 FAX (915) 532-1496
TEXAS REGISTERED FIRM F-502

ROBERT NAVARRO & ASSOCIATES ENGINEERING, INC.

STANDARD HOURLY RATES
(2012-2013)

PRINCIPAL	$198.50
PROJECT ENGINEER	$117.25
PROJECT ENGINEER	$107.25
FIELD ENGINEER	$80.50
STAFF ENGINEER I	$78.75
STAFF ENGINEER II	$69.50
STAFF ENGINEER III	$65.00
ENGINEERING TECHNICIAN I	$69.50
ENGINEERING TECHNICIAN II	$66.15
ENGINEERING TECHNICIAN III	$60.00
ENGINEERING TECHNICIAN IV	$56.00
ENGINEERING TECHNICIAN V	$53.50
ENGINEERING TECHNICIAN VI	$44.25
ENGINEERING TECHNICIAN VII	$40.25
ENGINEERING TECHNICIAN VIII	$39.25
ENGINEERING TECHNICIAN IX	$35.50
BOOKEEPER	$51.25
TYPIST	$30.25

PLANNING • ENGINEERING • PROJECT MANAGEMENT

MCi Moreno Cardenas Inc.

Leaders in Project Delivery & Performance

HOURLY BILLING RATES AND REIMBURSABLE COSTS

Classification	Hourly Rates
1. Principal Engineer	$210.00
2. Senior Project Manager	$210.00
3. Project Manager	$145.00
4. Engineer V	$120.00
5. Engineer IV	$95.00
6. Engineer III	$86.00
7. Engineer I/II	$72.00
8. Engineering Associate	$85.00
9. Designer	$79.00
10. Engineering Technician III	$60.00
11. Engineering Technician II	$48.00
12. Engineering Technician I	$38.00
13. Administrative Manager	$65.00
14. Administrative Assistant	$48.00
15. Typist	$35.00
16. Runner/Clerk	$28.50
17. Resident Project Representative	$85.00
18. Expert Witness Preparation and Testimony	$275.00

Reimbursable Costs

1. Mileage:	$0.55/mile
2. Sub-consultants:	Cost x 1.10
3. All Direct Project Costs	Cost x 1.10
4. Other reimbursable costs as determined by Project Principal.	

LERCH BATES

Building Insight

Additional Services

Lerch Bates services exceeding the scope of the basic services will be considered additional services and will be provided based upon a mutually agreeable fee and terms, or at the following Lerch Bates hourly rates:

Project Manager	$	195
Field Engineer	$	175
CADD Operator	$	100
Clerical	$	65

FOKUS
architecture, inc.

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

HOURLY RATES

January 1, 2012

Architect / Principal	:	$125.00
ADA Consultant	:	$125.00
Project Manager	:	$ 95.00
Project Designer	:	$ 75.00
CAD Tech	:	$ 65.00
Field Tech	:	$ 65.00
Clerical	:	$ 35.00

Consultant: Cumming
Hourly Rate Worksheet

El Paso Consolidated Car Rental Facility

	Consultant Personnel	Job Title	Actual Hourly Rate	Overhead Percentage	Profit Percentage	Subtotal: Actual + Overhead + Profit	Loaded Hourly Rate
				157%	10.0%		
2	Greer, Curtis	Snr Cost Manager, MEP	$ 61.12	$ 95.96	$ 15.71	$ 172.78	**$ 172.78**
3	Melucci, Peter	Snr Cost Manager, MEP	$ 56.07	$ 88.03	$ 14.41	$ 158.51	**$ 158.51**
6	Tanton, Andrew	Managing Director	$ 62.50	$ 98.13	$ 16.06	$ 176.69	**$ 176.69**
9	Luke Fenske	Snr Cost Manager	$ 47.12	$ 73.98	$ 12.11	$ 133.21	**$ 133.21**
11							
12							
14							
15							
16							
17							
18							
19							
20							

Brock & Bustillos Inc.

Rates Effective: Mar 01, 2012

Professional	**Hourly Rate Schedule**
Principal Engineer	$175.00
QC/QA Reviewer	$130.00
Senior Engineer	$165.00
Survey Manager/R.P.L.S.	$130.00
Project Manager	$130.00
Project Engineer	$98.00
Survey Supervisor	$98.00
Survey Project Manager	$98.00
Design Engineer	$89.00
Graduate Surveyor	$75.00
Graduate Engineer	$75.00
Expert Witness (Civil Discipline)	$275.00
Expert Witness (Surveying Discipline)	$250.00

Technical	
Senior Civil Designer	$100.00
Civil Designer	$90.00
Engineering Design Technician	$85.00
Senior Engineering CAD Draftsman	$70.00
Engineering CAD Draftsman	$50.00
Party Chief - Note Reduction	$85.00
Surveying Technician	$85.00
Senior Surveying CAD Draftsman	$67.00
Surveying CAD Draftsman	$48.00
Field Project Representative (FPR/RPR)	$75.00
Utilities Research Technician	$55.00

Administrative	
Administrative Assistant	$55.00
Word Processing Assistant	$45.00
Admin Clerk	$35.00

Field Survey Crews	
One Man Survey Crew (Regular Rate-Party Chief)	$90.00
One Man Survey Crew (OT Rate-Party Chief)	$132.00
Two Man (Regular Rate-Party Chief, Rodman)	$120.00
Two Man (OT Rate-Party Chief, Rodman)	$168.00
Two Man w/Prof. Surveyor as Party Chief (Regular Rate)	$195.00
Two Man w/Prof. Surveyor as Party Chief (OT Rate)	$220.00
Three Man (Regular Rate-Party Chief, Instrumentman, Rodman)	$185.00
Three Man (OT Rate-Party Chief, Instrumentman, Rodman)	$230.00
Four Man (Regular Rate-Party Chief, Instrumentman, 2-Rodmen)	$180.00
Four Man (OT Rate-Party Chief, Instrumentman, 2-Rodmen)	$230.00
Flagger (Regular Rate) *This rate can be added to any of the above crews and is per individual Flagger.	$35.00
Flagger (OT Rate) *This rate can be added to any of the above crews and is per individual Flagger.	$50.00

Special Field Survey Crew Equipment		
Safety - Traffic Control Plan (Typical)	$1,500.00	Work Zone
Safety - Traffic Control - Setup & Maintenance (Can be Project Specific)	$500.00	Day
Mileage - Personal Owned Vehicles	$0.550	Mile
Mileage - Survey 4X4 Vehicles	$0.900	Mile
Quad All Terrain Runner Usage	$125.00	Day
Ranger All Terrain Vehicle Usage	$125.00	Day
*Surveying Supplies (ie, lathes, stakes, flagging, whiskers, nails, rebar, markers, etc, are to be determined per individual task.)		

Bath ENGINEERING

BILLING RATE SCHEDULE
JULY 1, 2012

Position	
Principal	$210
Project Manager	$195
Engineer V	$185
Engineer IV	$175
Engineer III	$165
Engineer II	$155
Engineer I	$150
Designer III	$150
Designer II	$135
Designer I	$120
CAD Operator II	$75
CAD Operator I	$55
Commissioning Manager	$205
Commissioning Engineer	$175
Commissioning Technician	$135
Admin Manager	$110
Admin Assistant	$75

TERMS

1. Bath Engineering Corporation's Federal Tax Identification Number is 74-2578150. Bath is located at 4110 Rio Bravo, Suite 102, El Paso, Texas 79902. The entity retaining Bath's services is referred to herein as Client.
2. The above billing rates are burdened; that is, they include labor-related taxes and insurances, fringe benefits, overhead, and profit. Bath reserves the right to increase the rates after giving thirty days written notice; however, such modifications shall not result in increases in excess of the increase in the annual Consumer Price Index for the South Urban Area (Series CUUR0300SA0- CUUS0300SA0) as published by the U.S. Department of Labor Bureau of Labor Statistics. The rates above do not include sales or use taxes.
3. Overtime hours are billed at the above rates plus forty percent. Overtime is defined as work in excess of nine hours per day Monday through Thursday and 4 hours on Friday, in excess of forty hours per week, on weekends, and on holidays.
4. Time charges for field trips begin when Bath's employee leaves Bath's office and end when he returns to Bath's office.
5. Reimbursable expenses (including by way of example but not limitation: air travel, car rental, lodging, long distance, reproduction, special insurance, procured materials and equipment, leased equipment, freight and delivery service, international bridge fees and postage) are billed at Bath's cost plus ten percent. Subcontractors and subconsultants are billed at Bath's cost plus ten percent. Automobile travel in company or employee owned vehicles is charged at Bath's standard mileage rate then in effect (may not equal the IRS rate). Billing rates for special software, computers, etc. will be determined on a case-by-case basis.
6. Bath's total liability on any claim, whether in contract, tort (including negligence of any degree), or otherwise arising out of, connected with, or resulting from Bath's work shall not exceed the lesser of ten thousand dollars or ten percent of the fee which Bath actually receives for that portion of the work which gives rise to the claim. Should Client find the aforesaid limitation unacceptable, an equitable fee adjustment to absorb Bath's increased risk can be negotiated before work commences. Notwithstanding the foregoing, Bath's client shall hold it harmless from all claims related to asbestos and hazardous waste.
7. Bath shall indemnify and hold Client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of Client) arising solely out of Bath's negligent acts, errors or omissions, subject to the limitations and exclusions contained in the preceding paragraph. Client shall indemnify and hold Bath harmless from and against any claim asserted by any person or entity arising in whole or in part out of Client's negligent acts, errors or omissions.
8. Bath will not be responsible for Client's, construction contractors' and/or owner's means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto.
9. Copies of Bath's certificate of insurance will be provided upon request.

4110 Rio Bravo, Suite 102, El Paso, Texas 79902 • (915) 313-7220 • www.bathgroup.com

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as **"EL PASO INTERNATIONAL AIRPORT CONSOLIDATED RENTAL CAR FACILITY"**, hereinafter referred to as the **"Project"**, the Consultant shall 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 and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.

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

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

   a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

   b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

   c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory

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

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

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

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

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

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.

9. As per **Attachment "D"**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above

preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

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

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and

experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

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

PHASE III - FINAL DESIGN PHASE

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

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. **As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

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 general conditions shall be the Owner's standard general conditions for construction

projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

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

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

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction

contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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 **"EL PASO INTERNATIONAL AIRPORT CONSOLIDATED RENTAL CAR FACILITY"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **TWO MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($2,700,00.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Fixed fee Payment to Consultant

Report Phase	**$162,550.68**
Preliminary Design Phase	**$464,430.52**
Pre-Final Design Phase	**$696,645.78**
Final Design Phase	**$998,525.62**
Bidding Phase	**$ 25,201.99**
Construction Phase	**$352,645.41**

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

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

DELIVERABLE SCHEDULE

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **five copies** of the Preliminary Study and Report shall be submitted within **45 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **ten copies** of any required documents and opinion of probable construction costs shall be submitted within **75 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five** copies of the resubmitted design documents.

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 **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. If Owner does not approve the pre-final design documents, the Consultant shall submit **five copies** of the resubmitted pre-final design documents. Additional, Consultant should submit **three copies** of the specifications and three copies of the design analysis.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **ten copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **30 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **three copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **thirty copies** of the final design documents and specifications for bidding to the Owner within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

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

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

Attachment E

Client#: 35 DEMATWONG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/28/2012

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Dealey, Renton & Associates P. O. Box 12675 Attn: KXC Oakland, CA 94604-2675 510 465-3090	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: National Surety Corp.	
Dematteí Wong Architecture 1555 Bayshore Hwy, Suite 300 Burlingame, CA 94010	INSURER B: Travelers Property Casualty Co	25674
	INSURER C: XL Specialty Insurance Co.	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	AZC80861386	04/20/12	04/20/13	EACH OCCURRENCE	$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$4,000,000
						PRODUCTS - COMP/OP AGG	$4,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	AZC80861386 *Shared with General Liab.	04/20/12	04/20/13	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000*
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB5700Y085	04/06/12	04/06/13	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
C		OTHER Professional Liability	DPR9700256	04/20/12	04/20/13	$2,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services.
RE: El Paso International Airport Consolidated Rental Car Facility - Comprehensive Professional Architectural and Engineering Consultant Services

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION 10 Days for Non-Payment
City of El Paso Attn: Sam Rodriguez, P.E. 2 Civic Center Plaza, 4th FL El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ AUTHORIZED REPRESENTATIVE Naomi M. Barrett

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DESCRIPTIONS (Continued from Page 1)

GENERAL LIABILITY ADDITIONAL INSUREDS: City of El Paso, and Owner's officers, directors, partners, agents consultants and employees

WORKERS' COMPENSATION WAIVER OF SUBROGATION IN FAVOR OF: City of El Paso, and Owner's officers, directors, partners, agents consultants and employees

Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93

Policy Amendment Section II

Insured Demattei Wong Architecture

Policy Number AZC80861386

Producer Dealey, Renton & Associates

Effective Date 04/20/12

Schedule

Name of Person(s) or Organization(s)

City of El Paso
Attn: Sam Rodriguez, P.E.
2 Civic Center Plaza, 4th FL
El Paso, TX 79901

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

The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of **your work** for that insured by or for you.

All other terms and conditions of the policy apply.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman'sFundInsurance** Companies as named in the policy

Secretary

President

AB9067 12-93
Contains copyrighted Material of Insurance ServicesOffice, Inc., 1984

Insured: Demattei Wong Architecture

Policy Number: UB5700Y085

Effective Date: 04/06/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
City of El Paso Attn: Sam Rodriguez, P.E. 2 Civic Center Plaza, 4th FL El Paso, TX 79901	WORKERS' COMPENSATION WAIVER OF SUBROGATION IN FAVOR OF: City of El Paso, and Owner's officers, directors, partners, agents consultants and employees

Countersigned by _____

Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.
Process Date: **Policy Expiration Date:**

This endorsement, effective 12:01 a.m., 09/28/2012 forms a part of

Policy No. DPR9700256

issued to Demattei Wong Architecture, Inc.

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIVIDUAL NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

It is agreed that, In the event this Policy is cancelled by the Company or by the NAMED INSURED, a Thirty (30) day notice of cancellation will be provided to the following entity:

Entity Name & Address:
City of El Paso
2 Civic Center Plaza, 4th Floor
El Paso TX 79901

This provision does not apply to a cancellation due to non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

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CIZXCGC0H 10-07

Fireman's Fund

POLICY NUMBER 8 H4 AZC 8086 13 86

NATIONAL SURETY CORPORATION, CHICAGO, IL (07)

Named Insured
DEMATTEI WONG ARCHITECTURE

Sequential Endorsement Number 002

AMERICAN BUSINESS COVERAGE CHANGE ENDORSEMENT
Effective 09/28/12, 12:01 A.M.,
Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

PREMIUM SUMMARY: ADDITIONAL PREMIUM DUE NOW	$0.00
Terrorism Risk Insurance Act ("The Act") - Certified Acts Coverage - All Coverages Subject to the Act Excl WC and Umbrella - Covered	$0.00

THE FOLLOWING CHANGES APPLY TO PROPERTY/LIABILITY COVERAGE

THE FOLLOWING OTHER PROPERTY/LIABILITY ENDORSEMENT IS ADDED:
ENDORSEMENT 145977 0111
COURTESY NOTICE OF CANCELLATION FOR OTHER THAN NONPAYMENT OF PREMIUM TO DESIGNATED ENTITIES - (145977 01 11)

SCHEDULE

Name and Address of Person(s) or Organizations	Number of Days Notice if other than 10 days:
CITY OF EL PASO 2 CIVIC CENTER PLAZA, 4TH FL., EL PASO, TX 79901	30 DAYS
ON FILE WITH COMPANY AS PROVIDED TO US BY THE INSURANCE AGENT OR BROKER SHOWN IN THE DECLARATIONS	

Forms Added at the Inception of this Change Endorsement

PROPERTY/LIABILITY

145977 01-11

Countersignature of Authorized Agent: Naomi M Barrett Date 09/28/12
Producer DEALEY, RENTON & ASSOCIATES
530 WATER ST, 7TH FL
OAKLAND CA 94607

END OF CHANGE ENDORSEMENT

Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities - 145977 01 11

Policy Amendment

Schedule

Name and Address of Person(s) or Organizations	Number of Days Notice if other than 10 days:

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

This policy is amended as follows:

A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:

   1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and

   2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.

B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

1459771-11

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 11 (A)

POLICY NUMBER: (XVMPJUB-5700Y08-5-12)

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

1. Name: CITY OF EL PASO

Address: 2 CIVIC CENTER PLAZA
4TH FLOOR
EL PASO, TX 7991

2. Number of Days Written Notice: 30 Additional Days

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by Naomi M Barrett

DATE OF ISSUE: 09-28-12 ST ASSIGN: