

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

**DEPARTMENT:** Capital Improvement Department

**AGENDA DATE:** August 23, 2016

**CONTACT PERSON/PHONE:** Bruce D. Collins, Purchasing Director, 212-1181  
Monica Lombraña, A.A.E., Capital Improvement Department,  
212-7301

**DISTRICT(S) AFFECTED:** ALL

**STRATEGIC GOAL:** No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development

**SUBJECT:**

That the City Manager be authorized to sign a Professional Services agreement with International Facilities Group, LLC pursuant to Solicitation No. 2016-369R Owner's Representative for Multipurpose Cultural and Performing Arts Center for a total estimated award of \$4,764,360.00.

Phase I

Due Diligence

Estimated: \$ 735,360.00 based on hourly rates and estimated time per phase  
Estimated: \$ 90,000.00 (Reimbursable Expenses)

Phases II – V

Implementation \$3,585,000.00 (Fixed Fee)  
Estimated: \$ 354,000.00 (Reimbursable Expenses)

Total Estimated Award: \$4,764,360.00 (Phases I – V)

**BACKGROUND / DISCUSSION:**

The action item is for the award of the contract for Owner's Representative Services for the Multi-Purpose Cultural and Performing Arts Center project (Arena) to International Facilities Group, LLC (IFG). The scope of services to be provided by IFG includes all phases of the project as follows: the Initial Phase (Assistance with the selection of the Operator, Site Selection/Acquisition, Design Team and Construction Manager at Risk Selection) and the Implementation Phase (Design Management, Construction Management and Inspection, Commissioning and Close Out). The initial phase services will be completed and billed on a time and materials basis. The implementation phase services will be completed and billed on a lump sum basis. The contract includes a detailed summary of the hours associated with providing the services based on the proposed schedule.

The contract for IFG includes ECM International as a local sub consultant.

**SELECTION SUMMARY:**

Solicitation was advertised on October 29, 2015 and November 5, 2015. The solicitation was posted on City website on October 29, 2016. The email (Purmail) notification was sent out on October 29, 2015. There were a total of one hundred thirty nine (139) viewers. A total of ten (10) proposals were received; one (1) proposal being a local vendor.

Convention, Sports and Leisure International, LLC dba Legends Project Development was not considered in the list of respondents for evaluation under the solicitation based upon its responses to the City's Non-Collusion and Business Disclosure Affidavit- Part 2.

**PROTEST**

There was no protest received for this requirement.

Protest received.

**COUNCIL REPRESENTATIVE DEBRIEFING:**

Was a briefing provided?  Yes or  Not Applicable (Routine)

If yes, select the applicable districts.

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8
- All Districts

**PRIOR COUNCIL ACTION:**

December 5, 2012, El Paso Ballpark – Owners Representative

**AMOUNT AND SOURCE OF FUNDING:**

Account No.: 190 – 29030 - 580530 – 4800 – PCP13A&E01  
 Funding Source: GOP 2012 Quality of Life – Construction Management

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Mouita Subnava*

**COUNCIL PROJECT FORM  
(RFQ)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR** agenda for the Council Meeting of **August 23, 2016**.

**STRATEGIC GOAL: NO. 01: Create an Environment Conducive to Strong, Sustainable Economic Development**

That the City Manager be authorized to sign a Professional Services agreement with International Facilities Group, LLC pursuant to Solicitation No. 2016-369R Owner's Representative for Multipurpose Cultural and Performing Arts Center for a total estimated award of \$4,764,360.00.

Department: Capital Improvement  
Award to: International Facilities Group, LLC  
Chicago, Illinois  
Item(s): All

Phase I  
Due Diligence  
Estimated: \$ 735,360.00 based on hourly rates and estimated time per phase  
Estimated: \$ 90,000.00 (Reimbursable Expenses)

Phases II – V  
Implementation \$3,585,000.00 (Fixed Fee)  
Estimated: \$ 354,000.00 (Reimbursable Expenses)

Total Estimated Award: \$4,764,360.00 (Phases I – V)  
Account No.: 190 – 29030 - 580530 – 4800 – PCP13A&E01  
Funding Source: GOP 2012 Quality of Life – Construction Management  
District(s): All

This is a Request for Qualifications, Professional Service Contract.

The Purchasing & Strategic Sourcing Department and Capital Improvement recommend award as indicated to International Facilities Group, LLC, the highest ranked qualifier based on evaluation factors established for this procurement.

Convention, Sports and Leisure International, LLC dba Legends Project Development was not considered in the list of respondents for evaluation under the solicitation based upon its responses to the City's Non-Collusion and Business Disclosure Affidavit- Part 2.

Additionally, it is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*

**Committee Score Sheet**  
**Request for Qualifications (RFQ)**  
**2016-369R Owner's Representative for Multipurpose Cultural and Performing Arts Center**

<b>Evaluation Factors</b>	<b>Maximum Amount of Points</b>	<b>Broaddus &amp; Associates, Inc.</b>	<b>Conventions, Sports and Leisure International LLC, dba Legends Project Development</b>	<b>Garfield Public / Private LLC</b>	<b>Hammes Company Sports Development, Inc.</b>	<b>International Facilities Group, LLC</b>	<b>ICC Texas Holdings, Inc. (International Coliseums Company)</b>	<b>H. Munoz &amp; Company, Inc. (DBA Munoz &amp; Company)</b>	<b>Nations Group, LLC</b>	<b>PC Sports, Inc.</b>	<b>The Projects Group Inc.</b>
		<b>El Paso, TX</b>	<b>Bloomfield, NJ</b>	<b>Dallas, TX</b>	<b>Madison, WI</b>	<b>Chicago, IL</b>	<b>Scottsdale, AZ</b>	<b>San Antonio, TX</b>	<b>Scottsdale, AZ</b>	<b>San Antonio, TX</b>	<b>Fort Worth, TX</b>
<b>A. Overall Experience of Team</b> Qualifications, knowledge, and experience of proposed Team Leader and Team and proposed Team Structure	<b>25</b>	<b>14.80</b>	<b>19.60</b>	<b>14.60</b>	<b>18.80</b>	<b>20.40</b>	<b>14.00</b>	<b>12.60</b>	<b>15.00</b>	<b>18.60</b>	<b>15.20</b>
<b>B) Scope of Services</b> Understanding the Scope of Services and demonstration of ability to successfully perform Scope of Services	<b>25</b>	<b>17.80</b>	<b>19.80</b>	<b>17.20</b>	<b>19.20</b>	<b>20.20</b>	<b>14.60</b>	<b>13.60</b>	<b>15.80</b>	<b>20.40</b>	<b>14.60</b>
<b>C) Qualifications and Experience</b>	<b>25</b>										
C1. Performance on past projects (5 points)		1.50	4.62	4.82	4.82	4.82	4.98	3.32	3.32	4.98	4.82
C2. Ability to establish budgets and control project cost (5 points)		1.60	4.62	4.86	4.60	4.92	4.97	3.05	3.32	4.82	4.92
C3. Ability to establish and meet schedules (5 points)		1.60	4.32	4.79	4.82	4.82	4.97	3.26	3.32	4.82	4.98
C4. Knowledge of construction methodologies and best practices (5 points)		4.40	4.60	4.00	4.60	4.20	3.60	3.80	4.00	4.80	3.20
C5. Ability to identify and resolve problems (5 points)		1.50	4.82	4.82	4.92	4.82	4.98	3.26	3.32	4.72	4.98
<b>D) Understanding of Project</b> Demonstration of an understanding of Project and ability to successfully implement role in Project	<b>25</b>	<b>17.40</b>	<b>21.80</b>	<b>17.80</b>	<b>20.80</b>	<b>19.40</b>	<b>16.00</b>	<b>15.80</b>	<b>19.00</b>	<b>20.00</b>	<b>15.40</b>
			**								
<b>Totals</b>	<b>100 Points</b>	<b>60.60</b>	<b>84.18</b>	<b>72.89</b>	<b>82.56</b>	<b>83.58</b>	<b>68.10</b>	<b>58.69</b>	<b>67.08</b>	<b>83.14</b>	<b>68.10</b>

\*\* Convention, Sports and Leisure International LLC, dba Legends Project Development recommending to be deem non - responsible per legal 5/31/2016



# CITY OF EL PASO REQUEST FOR QUALIFICATIONS TABULATION FORM



**Bid Opening Date: DECEMBER 16, 2015**

**Solicitation #: 2016-369R**

**Project Name: OWNER'S REPRESENTATIVE FOR MULTIPURPOSE CULTURAL AND PERFORMING ARTS CENTER**

**Department: ECONOMIC DEVELOPMENT**

BROADDUS & ASSOCIATES, INC.	EL PASO, TX
CONVENTIONS, SPORTS AND LEISURE INTERNATIONAL LLC, DBA LEGENDS PROJECT DEVELOPMENT	BLOOMFIELD, NJ
GARFIELD PUBLIC/PRIVATE LLC	DALLAS, TX
HAMMES COMPANY SPORTS DEVELOPMENT, INC.	MADISON, WI
INTERNATIONAL FACILITIES GROUP, LLC	CHICAGO, IL
ICC TEXAS HOLDINGS, INC. (INTERNATIONAL COLISEUMS COMPANY)	SCOTTSDALE, AZ
H. MUNOZ & COMPANY, INC. dba MUNOZ & COMPANY	SAN ANTONIO, TX
NATIONS GROUP, LLC	SCOTTSDALE, AZ
PC SPORTS, INC.	SAN ANTONIO, TX
THE PROJECTS GROUP INC.	FORT WORTH, TX
RFQs SOLICITED: 139    LOCAL RFQs SOLICITED: --    RFQs RECEIVED: 10    LOCAL RFQs RECEIVED: 1    NO BIDS: 0	

**NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.**

APPROVED: \_\_\_\_\_ /s/ \_\_\_\_\_

DATE: \_\_\_ 3/17/16 \_\_\_



Attachment "A"	Scope of Services
Attachment "B"	Consultant's Fee Proposal and Staffing Plan
Attachment "B-1"	Consultant's Project Team Chart
Attachment "B-2"	Manpower Load Schedule
Attachment "C"	Payment Schedule
Attachment "D"	Certificate of Insurance

## ARTICLE II

**2.1** Owner hereby agrees to retain Consultant and Consultant agrees to perform professional services for the Project as professional consultant for the Project. The Project shall consist of 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 Consultant's Fee Proposal and Staffing Plan as described in **Attachment "B"**.

Consultant's Project Team Chart is attached hereto in **Attachment "B-1"**. Owner shall be informed of any changes to Consultant's Team Chart so that the City Representative may approve the qualifications of any change in the identified members of Consultant's Project Team. Despite the City Representative's approval, Owner shall in no event be obligated to any third party.

**2.2** Consultant is not acting as an architect, construction manager-at-risk or a general contractor. Consultant shall not be responsible to Owner for actual architectural work or design, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, although Consultant shall advise and consult with Owner with respect thereto. Consultant and Owner acknowledge that Consultant is not responsible to Owner for the design of the Project. Consultant agrees that all consultations with and recommendations to Owner with respect to design decisions shall be made to assist Owner in evaluation alternatives from Owner's perspective and interest (including, without limitation, alternatives with respect to value engineering) and are not to be considered a design evaluation of the soundness or effectiveness of any particular design approach. Owner acknowledges that Consultant shall not be liable to the Owner for any acts or omissions of the architect, construction manager, general contractor, any subcontractor or any associated professionals and consultants, but Consultant shall advise Owner promptly of any such acts or omissions on behalf of any of the foregoing parties if Consultant becomes aware of any such acts or omissions.

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

**2.4** Owner shall provide all available information to Consultant, as to Owner's requirements for each construction contract. Owner shall also provide to 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, Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 Owner hereby designates the *City Representative* of the City of El Paso as the Owner's representative with respect to the professional services to be provided by Consultant pursuant to this Agreement. City Representative 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. The City Representative will render written decisions within a five (5) working days' time period.

2.6 If Owner or the Project requires specialized consulting services which are outside the Scope of Services, Consultant shall recommend the hiring of, and advise Owner with respect to the selection of, appropriate consultants for specialized Project-related services (each a, "Subconsultant") on Owner's behalf and at Owner's reasonable cost, provided that Consultant shall not be required to violate any of the terms and conditions of Consultant's insurance or risk management program in doing so. Consultant will not be liable to Owner for any acts or omissions of any such Subconsultant, whether hired directly by Owner or by Consultant on Owner's behalf, or for any payments due to any such Subconsultant. Consultant shall not hire, directly or indirectly, any Subconsultant without the prior written consent and approval of Owner. Consultant shall only employ and/or recommend to Owner for employment such Subconsultants that meet the standard set forth for Consultant in Section 7.2 with respect to the specific trade and/or services for which any such Subconsultant is being employed.

### **ARTICLE III CONSULTANT FEES AND PROJECT BUDGET**

3.1 **PAYMENT TO CONSULTANT.** Owner shall pay the Consultant for the Professional Services performed pursuant to this Agreement by Phase as follows:

**Phase I - Due Diligence.** Consultant will be compensated for Phase I Professional Services on an hourly rate basis in accordance with Attachment "B" for an amount not to exceed SEVEN HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED SIXTY AND NO/00 DOLLARS (\$735,360.00), plus the reimbursable expenses. The allowance for reimbursable expenses shall not exceed NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) Invoices for reimbursable expenses submitted for will be billed at cost plus 10%.

**Phase II through V – Implementation Phases.** Consultant will be compensated for Phase II through V Professional Services on a fixed fee amount of THREE MILLION FIVE HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$3,585,000.00), plus reimbursable expenses. The allowance for reimbursable expenses shall not exceed THREE HUNDRED FIFTY FOUR THOUSAND AND NO/100 DOLLARS (\$354,000.00). Invoices for reimbursable expenses submitted for will be billed at cost plus 10%.

Consultant's fee proposal for the performance of all Phase I and Phases II - V Scope of Services and reimbursables is attached hereto as **Attachment "B"**. Payments to Consultant shall be made pursuant to the schedule enumerated within **Attachment "C"**.

**3.2 CONSULTANT'S SERVICES.** The Scope of Services to be provided by Consultant for this Agreement are attached hereto as **Attachment "A"**.

**3.3 CONSULTANT'S INVOICES.** Consultant shall bill Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "C"**. Invoices shall indicate the costs for Subconsultants identified in **Attachment "B-2"** "with copies of their invoices as backup materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by 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 Consultant, the current invoiced amount, the amount billed to date and a Project Progress Report which shall describe, the progress of the Project to date also indicating the percentage of completion of each phase. The established payment schedule shall not be revised except by written amendment to this Agreement, executed by both parties.

**3.3.2** 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, Owner may, upon notice to the Consultant, withhold payment to Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due 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.** Consultant acknowledges that the Project budget allocates **One Hundred Eighty Million and No/100 Dollars (\$180,000,000.00)** for the development, design and construction costs, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services, the Fee Proposal and Staffing Plan identified in **Attachments "A" , "B", and "B-2"**.

**3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completions of the services requested herein shall be borne by Consultant and not passed on to Owner or otherwise paid by Owner, unless a written amendments 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 in this Agreement shall begin upon the issuance of a Notice to Proceed from the City Representative and shall terminate upon the completion of the Implementation Phases which are anticipated to be completed in Month 39 in Attachment "C".

In the event Phase I is not completed by Month 9, the parties agree to extend the time period of the agreement through a written amendment for Consultant to continue to provide services through the completion of the Project. The compensation for the services beyond Month 9 will be based on the hourly rates established in Attachment "B" and the amendment will identify the agreed number of hours to complete the project and any reimbursable expenses.

In the event the Project is not completed by Month 39, the parties agree to extend the time period of the agreement through a written amendment for Consultant to continue to provide services through the completion of the Project. The compensation for the services beyond Month 39 will be based on the hourly rates established in Attachment "B" and the amendment will identify the agreed number of hours to complete the project and any reimbursable expenses.

**4.2 TERMINATION.** This Agreement may be terminated as provided herein.

**4.2.1 TERMINATION BY OWNER.** It is mutually understood and agreed by Consultant and Owner that Owner may terminate this Agreement, in whole or in part for the convenience of Owner, upon **thirty (30) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, Consultant shall cease the performance of services under this Agreement. Upon such termination, Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, Owner may withhold any payment to Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due to Consultant from Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.2.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by 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, Owner retains the right to immediately terminate this Agreement for default if 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 Owner pursuant to this subsection, Owner may withhold payments to Consultant for

the purpose of setoff until such time as the exact amount due Consultant from Owner is determined.

**4.2.3 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.** Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein which shall be attached as Attachment "D". Consultant shall not commence work under this Agreement until Consultant has obtained the required insurance and such insurance has been approved by Owner. 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.** Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of Consultant's employees to be engaged in work under this Agreement. Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against 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.** 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 Consultant and 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 Consultant or by anyone directly or indirectly employed by Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
  - \$1,000,000.00 Per Occurrence
  - \$2,000,000.00 General Aggregate
  - \$2,000,000.00 Products/Completed Operations Aggregate
  - \$1,000,000.00 Personal and Advertising Injury

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

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** Consultant shall procure and shall maintain, at Consultant's sole expense, Professional Liability Insurance for the benefit of Owner to cover the errors and omissions of 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.** Owner shall be named as an Additional Insured on all of Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

**5.1.5 PROOF OF INSURANCE.** Consultant shall furnish the City Representative 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. Said certificates shall be provided to the City Representative on a quarterly basis for the duration of the term of this Agreement, and any extension thereof, as proof of continued coverage.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates shall also include the name of the Project on the corresponding insurance certificate.

**5.2 INDEMNIFICATION OF OWNER. 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 ANY NEGLIGENT ACT OR OMISSION OF CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES RELATED TO THE PERFORMANCE OF THE SCOPE OF SERVICES HEREUNDER OR IF CAUSED BY CONSULTANT'S FAILURE TO EXERCISE THE STANDARDS OF PERFORMANCE AS DESCRIBED IN SECTION 7.2 OF THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SUBJECT TO AND LIMITED BY THE PROVISIONS AGREED TO BY OWNER AND CONSULTANT, AS NOTED BELOW. CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF THE CITY REPRESENTATIVE, OR ANY OTHER CONSULTANTS RETAINED BY THE CITY, INCLUDING THE CITY'S ARCHITECTURAL AND ENGINEERING CONSULTANTS.**

**TO THE EXTENT ALLOWED BY STATE LAW, OWNER SHALL 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).

**5.3 CLAIMS FOR CONSEQUENTIAL DAMAGES.** Consultant and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 4.3.

## **ARTICLE VI**

### **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.**

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases

- of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Owner to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Owner, as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
    - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
    - b. Cancellation, termination or suspension of the contract in whole or in part.
  - (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Owner may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Owner to enter into such litigation to protect the interests of Owner and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## 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 "B"**. It is acknowledged that 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. Consultant shall timely notify the City Representative of any delay beyond its control and the City Representative shall extend the time schedule in the event of delays which the City Representative reasonably determines are beyond the control of Consultant.

Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "B"**.

**7.2 CONSULTANT'S QUALITY OF WORK.** 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 "B" and Attachment "B-2"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for 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 Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

**7.3 EXTENT OF AGREEMENT.** Nothing contained herein shall be deemed to create any contractual relationship between Consultant and the Architect, the Construction Manager, the General Contractor, any Subcontractor or their associated professional and consultants, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against Owner or Consultant which does not otherwise exist without regard to this Agreement

**7.4 OPEN RECORDS ACT/TEXAS PUBLIC INFORMATION ACT REQUESTS.**

Consultant recognizes that this Project is publicly owned and Owner is subject to the disclosure requirements of the Texas Public Information Act ("TPIA"). As part of its obligations within this Agreement, Consultant agrees, at no additional cost to Owner, to cooperate with Owner for any particular needs or obligations arising out of Owner's obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to Owner's audit rights in section 7.5.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, in Owner's discretion, have a bearing on matters of interest to the Owner in connection with Consultant's work on this Project for 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.

Owner or its designee shall be entitled, at its expense, to audit all of Consultant's records related to this Project, and shall be allowed to interview any of 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 Owner and 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.** 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  
  P.O. Box 1890  
  El Paso, Texas 79950-1890

With a Copy to:                The City of El Paso  
  Attn: City Representative  
  P.O. Box 1890  
  El Paso, Texas 79950-1890

To the Consultant:            International Facilities Group, LLC  
  Attn: Mr. Philip Couture  
  105 West Adams Street, Suite 2700  
  Chicago, Illinois 60603

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.

**(Signatures begin on following page)**

**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

**CITY OF EL PASO:**

---

Tomás González  
City Manager

**CONSULTANT:  
INTERNATIONAL FACILITIES  
GROUP, LLC**

---

By: Philip Couture  
Title: Managing Member

**APPROVED AS TO FORM:**

---

Sol M Cortez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

---

Mónica Lontraña, AAE, Director  
Capital Improvement Department

**(Acknowledgements begin on following page)**

**ACKNOWLEDGEMENTS**

**THE STATE OF TEXAS §  
  §  
COUNTY OF EL PASO §**

This instrument was acknowledged before me on this, \_\_\_ day of \_\_\_\_\_, 2016,  
by **Tomás González, as City Manager of the City of El Paso, Texas.**

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

**THE STATE OF ILLINOIS §  
  §  
COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2016,  
by **Philip Couture, as Managing Member of International Facilities Group, LLC.**

\_\_\_\_\_  
**Notary Public, State of Illinois**

**My commission expires:**

\_\_\_\_\_

## **Attachments for Agreement for Professional Services**

### **Table of Contents**

Attachment “A” –Scope of Services

Attachment “B” - Consultant's Fee Proposal and Staffing Plan

Attachment “B-1” Consultant’s Project Team Chart

Attachment “B-2” Manpower Load Schedule

Attachment “C” - Payment Schedule

Attachment “D” - Certificate of Insurance

## **Attachment A**

### **Scope of Services**

#### **A. Predevelopment Services**

1. Oversee the predevelopment services.
2. Assist Owner and legal team in the negotiation and preparation of any financing, development, design and construction agreements.
3. Assist with the selection of the Design Team:
  - a) Assist Owner in selecting the design team members. Suggest specialty design consultants familiar with sport and entertainment facilities.
  - b) Develop draft architectural agreement for inclusion with the RFP for design services.
  - c) Assist Owner in issuing an RFP for design services to the most capable pre-qualified firms. Evaluate qualifications and assumptions to mitigate risk to Owner.
  - d) Assist Owner in negotiating and executing an agreement for Architectural and Engineering services.
4. Assist Owner in selecting the Construction Contractor (CMAR):
  - a) Develop draft construction agreement for inclusion with the RFP for construction services.
  - b) Assist Owner in issuing an RFP for construction services to the most capable pre-qualified firms. Evaluate qualifications and assumptions to mitigate risk to Owner.
  - c) Assist Owner in negotiating and executing an agreement for construction services.
5. Assist Owner in negotiations and selection of the facility operator.
6. Attend meetings and participate in telephone discussions involving the drafting of term sheets and definitive agreements.
7. Review and comment on other Project related agreements.
8. Review existing studies and reports related to the Project, including operating and financial assumptions and opine on the reasonableness of such projects to meet the business goals of Owner.
9. Review the finance plan for the Project and determine whether any advantages exist to modify the plan.
10. Develop a consolidated operating pro forma for Project operations.
11. Oversee Project Team's efforts in the preparation of a working matrix tool that details sources and uses and the flow of funds.
12. Meet with various stakeholders to establish points of contact and gather input and perspectives on the Project.
13. Provide support and assist in the creation of a strategy to secure and maintain an understanding of the benefits of the Project by public officials, constituent groups and the general public.

14. Work with the Design Team, CMAR and Project Team on the program and budget requirements for the Project.
15. Work with the operator and Owner in efforts to attract tenants to the Project and assist in negotiations for tenant agreements.
16. Work with Owner to coordinate the utility installations and infrastructure improvements.
17. Lead the design oversight and review process.

**B. Development Services**

1. Help to ensure the Project is completed within budget, on schedule and successfully achieves the goals set forth by Owner.
2. Represent Owner's interests in all aspects of the Project's development, including budget, planning, environmental and site concerns, area boundaries, timing constraints, and occupancy requirements.
3. Develop of a master project budget and development/construction schedule.
4. Establish a reporting procedure in order to adhere to the established project budget and schedule.
5. Develop concepts and formats for the type of reports that will be required.
6. Advise Owner on insurance and safety issues.
7. Oversee the efforts of the design firm and CMAR who will prepare a monthly report that provides a summary of the Project's status, drawings, and construction documents.
8. Review regular reports regarding design and construction process that are issued by the Project Manager and provide comments on relevant issues related to budget, quality, or schedule.
9. During the process of value engineering, provide recommendations on improvements that are designed to best serve the targeted multiple user groups.
10. Develop procedures for overruns, shortfalls, and authorization of change orders.
11. Establish procedures for design firm, CMAR, Operator and Protect Team's performance evaluations.
12. Update Owner on a regular basis with progress reports on the efforts of the Project Management Team.
13. Monitor the construction schedule.
14. Review cost reports and provide comparisons to the original budget;
15. Monitor responsibilities for construction payment applications and address issues and concerns related to payment requests.
16. Provide recommendations regarding the establishment of maintenance and reserve funds.
17. Provide oversight in final inspections and code, fire and occupancy certifications, commissioning and start up, identification and closure of "punch list" items, and receipt of final deliverables and Project close out.
18. Assist with procurement of the FF&E items.
19. Provide LEED oversight.

**C. Operating Services**

1. Review and, where appropriate negotiate, budgets, revenue projections, initial tenant leases, furniture/fixture/equipment contracts, concession agreements.
2. Ensure the Project design best captures the operating goals.
3. Assisting in efforts to attract prospective tenants.
4. Provide other services as requested.

**Attachment B**

**Consultant's Fee Proposal and Staffing Plan**

For the Project known as “MULTIPURPOSE CULTURAL AND PERFORMING ARTS CENTER - OWNER'S REPRESENTATIVE”, hereinafter referred to as the Project, Owner shall compensate Consultant on an **Hourly Basis** for Phase I and a **Fixed Fee** in the amount of Three Million Five Hundred and Eighty Five Thousand and 00/100 Dollars (\$3,585,000.00) for Phases II through IV Services plus an amount for reimbursable expenses as noted within the Agreement and its attachments.

**Phase I – Due Diligence – Total Fee: To be billed at Hourly Rates Not to Exceed Amount of \$735,360.00**

- Site Selection-
  - Real Estate Acquisition activities as needed by Owner
  - Procure A&E/predevelopment services
  - CMAR Selection
  - Operator Selection
  - Programming/Concept Design/Schematic Design/Entitlements
- Estimated Duration-9 months\*

**Phase I Reimbursable Expenses – To be billed at Cost- Not to Exceed Amount \$90,000.00**

\*-Duration of Phase I – Due Diligence may vary due to the site selection process. Phase I ends at the completion of site selection/land assembly and schematic design activities.

**Phase II through V - Implementation Phases – Fixed Fee**

(Phases II through V begin at the commencement of Design Development activities.)

- |  |                       |
|--|-----------------------|
| • Phase II- Design/Preconstruction     | \$465,000.00          |
| • Estimate Duration-five months        |                       |
| • Phase III- Bidding/GMP               | \$210,000.00          |
| • Estimated Duration-Two months        |                       |
| • Phase IV- Construction/Commissioning | \$2,670,000.00        |
| • Estimated Duration-Twenty months)    |                       |
| • Phase V- Closeout                    | <u>\$240,000.00</u>   |
| • Estimated Duration-Three months      |                       |
| <b>Total Phases II – V.</b>            | <b>\$3,585,000.00</b> |

**Phases II - V Reimbursable Expenses (Estimated Duration- 30 months) – Not-to-Exceed Amount of \$354,000.00.**

**Staffing Plan and Time Commitment**

**International Facilities Group, LLC**

Project Executive-Phil Couture	20%-50% during entire project
Project Executive-Mark Appell	10-50% during preconstruction and construction
Project Director-Kevin Greene	20% during preconstruction and 80-100% during construction
Project Advisor – Terry Savarise	5-10% during preconstruction

**Subconsultants**

**ECM, LLC**

Project Executive-Mel Herrera	Hourly during preconstruction, 10% during construction
Construction Manager-Nunez	Hourly during preconstruction, 100% during construction
Construction Manager #2-TBD	Hourly during preconstruction, 100% during construction
Document Control Admin.-TBD	Hourly during preconstruction, 100% during construction

**Other Subconsultants**

Rooney Sports – Tom Rooney	Hourly during preconstruction
Beacon Sports – Rick Billings	Hourly during preconstruction

Average time commitment-although the manpower requirements for IFG personnel and subconsultants may vary slightly during different phases of the Project, the percentages identified in this fee proposal represent an average of the amount of time spent by the IFG team over the duration of the Project.

**Office Facilities:** Owner will provide or make available office facilities at or near the Project site, which will include office space, access to a conference room and access to the typical office support facilities (copier, fax, telephones).

**Hourly Rates:** Owner shall pay Consultant for the Phase I-Due Diligence, and Work beyond Month 39 at the following hourly rates:

<u>Position</u>	<u>Staff</u>	<u>Phase I Hourly Rate</u>	<u>Phases II-V Hourly Rate</u>
<b>International Facilities Group, LLC</b>			
Project Executive	Phil Couture	\$250/Hour	\$250/Hour
Project Executive	Mark Appell	\$250/Hour	\$250/Hour
Project Executive	Kevin Greene	\$225/Hour	\$225/Hour
Project Advisor	Terry Savarise	\$225/Hour	\$225/Hour
Accounting/Admin.	TBD	\$70/Hour	\$70/Hour
<b>ECM, LLC</b>			
Principal	Mel Herrera	\$222/Hour	\$225/Hour
Construction Manager	Eduardo Nunez	\$126/Hour	\$134/Hour
Construction Manager #2	To be determined	\$126/Hour	\$134/Hour
Document Control Admin.	To be determined	\$60/Hour	\$64/Hour

**Specialty Consultants**

Rooney Sports	Tom Rooney	\$200/Hour	\$200/Hour
Beacon Sports	Rick Billings	\$350/Hour	\$350/Hour
Beacon Sports	Gerry Sheehan	\$350/Hour	\$350/Hour
Other Consultants	To be determined	\$150-\$350/Hour	

**Reimbursable Expenses:**

In addition to the Base Fees above, Owner shall reimburse Consultant for all reasonable out-of-pocket expenses incurred in connection with its performance hereunder. Such reimbursable expenses shall not include any salaries of personnel employed by Consultant. The amounts due for any such reimbursable expenses shall be itemized and subject to review and reasonable approval by Owner. Consultant will be reimbursed for travel, temporary lodging, and local transportation and pre-approved additional subconsultants. All requests for reimbursement will be appropriately documented in accordance with IRS guidelines.

Typical reimbursable expenses will include but not be limited to the following:

**Administrative**

- Messenger, delivery, overnight courier, etc.
- Postage
- Long distance telephone calls appropriately chargeable to matters for the Project
- High speed internet at the project jobsite (if not provided by the construction contractor)
- Document reproduction, printing, copying
- Printing of presentation and construction documents

**Out of Town Travel**

- Airfare (except for first or business class)
- Automobile mileage incurred during out-of-town travel
- Automobile rental incurred during out-of-town travel
- Taxis

**In-Town Travel**

- Automobile mileage to meetings locations or jobsite
- Taxis
- Parking

**Meals & Lodging**

- Hotel and motel incurred during out-of-town travel
- Rental Housing
- Meals incurred during out-of-town travel

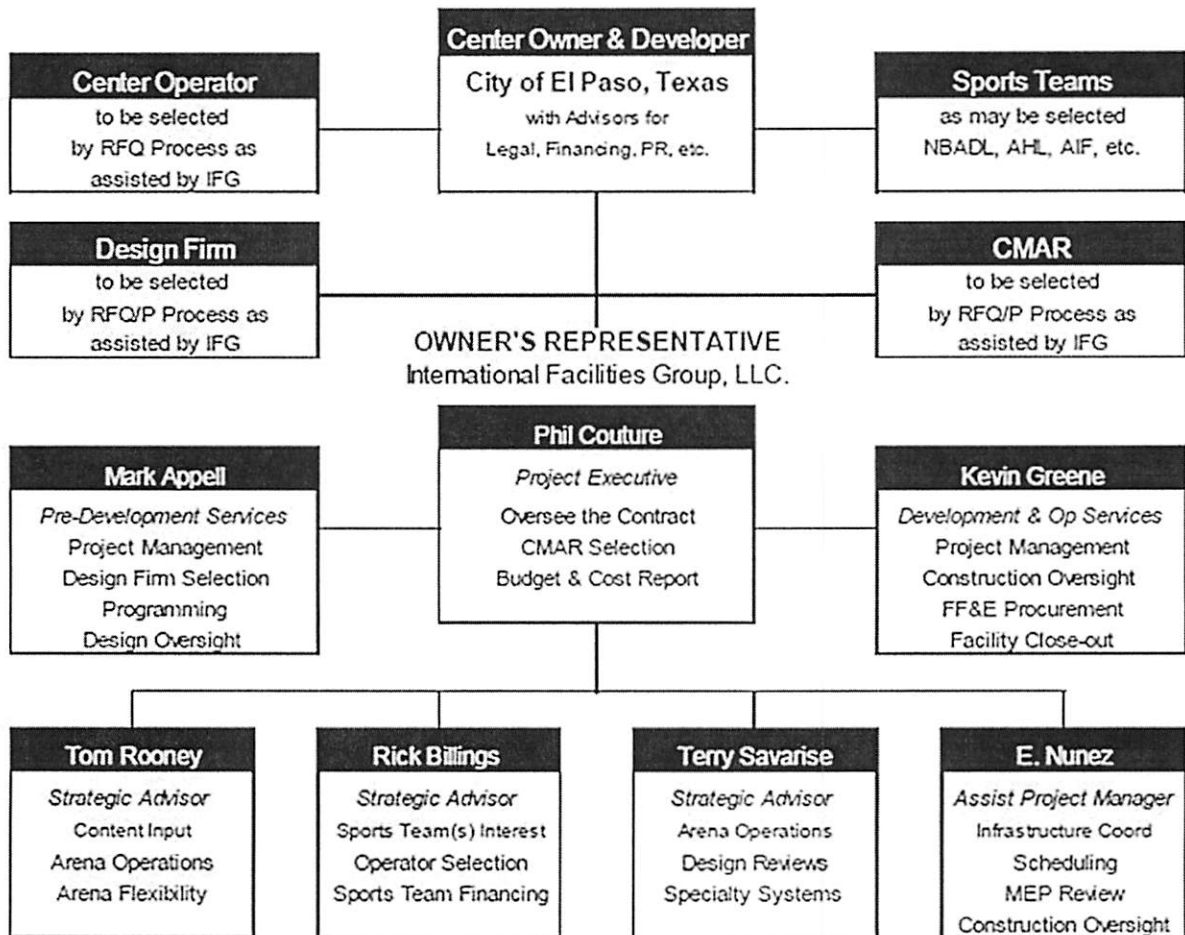
**Project Specific (with prior written approval of Owner)**

- Advertising and promotional expenses
- Extraordinary office equipment and supplies

- Insurance riders in excess of normal business and professional liability insurance as required by Section 5.1 of this Agreement
- License, application, and other reasonable and customary fees relating to regulatory compliance that relate to the Project, but excluding any such fees, relating to the
- operation of Consultant's business or professional licensing

**ATTACHMENT B-1  
PROJECT TEAM CHART**

The IFG team is composed of the resources of four professional firms with extensive experience in the development, design, construction and operations of large complex building projects including arenas, ballparks, stadiums and convention centers and entertainment venues. The principals of IFG, ECM, Rooney and Beacon have committed the services of senior executives and staff who are leaders within their respective fields. The IFG team will deploy staff in an efficient and value driven manner in order to meet and exceed the requirements of the RFQ. The primary services will be provided by Phil Couture, Mark Appell, Kevin Greene, Emie Piccard and Eduardo Nunez. IFG will be assisted by and utilize the special expertise of Terry Savarise, Tom Rooney and Rick Billings as may be needed. The proposed key personnel and role for each is as follows:





**Attachment C  
PAYMENT SCHEDULE**

Initial Phases		Implementation Phases II to V - Fixed Fee				
Month	Phase I Due Diligence	Phase II Design/Precon	Phase III Bidding/GMP	Phase IV Construction	Phase V Close-out	Total
<b>Phase I</b>						
1	\$ Hourly + Reimb.					\$ Hourly + Reimb.
2	\$ Hourly + Reimb.					\$ Hourly + Reimb.
3	\$ Hourly + Reimb.					\$ Hourly + Reimb.
4	\$ Hourly + Reimb.					\$ Hourly + Reimb.
5	\$ Hourly + Reimb.					\$ Hourly + Reimb.
6	\$ Hourly + Reimb.					\$ Hourly + Reimb.
7	\$ Hourly + Reimb.					\$ Hourly + Reimb.
8	\$ Hourly + Reimb.					\$ Hourly + Reimb.
9	\$ Hourly + Reimb.					\$ Hourly + Reimb.
<i>Duration of Initial Phases may vary based on Site Selection &amp; Due Diligence</i>						
<b>Phases II-V</b>						<b>Fixed Fee</b>
10		\$90,000				\$90,000
11		\$90,000				\$90,000
12		\$90,000				\$90,000
13		\$90,000				\$90,000
14		\$105,000				\$105,000
15			\$105,000			\$105,000
16			\$105,000			\$105,000
17				\$105,000		\$105,000
18				\$135,000		\$135,000
19				\$135,000		\$135,000
20				\$135,000		\$135,000
21				\$135,000		\$135,000
22				\$135,000		\$135,000
23				\$135,000		\$135,000
24				\$135,000		\$135,000
25				\$135,000		\$135,000
26				\$135,000		\$135,000
27				\$135,000		\$135,000
28				\$135,000		\$135,000
29				\$135,000		\$135,000
30				\$135,000		\$135,000
31				\$135,000		\$135,000
32				\$135,000		\$135,000
33				\$135,000		\$135,000
34				\$135,000		\$135,000
35				\$135,000		\$135,000
36				\$135,000		\$135,000
37					\$80,000	\$80,000
38					\$80,000	\$80,000
39					\$80,000	\$80,000
<b>Total - Fee</b>	<b>\$ Hourly + Reimb.</b>	<b>\$465,000</b>	<b>\$210,000</b>	<b>\$2,670,000</b>	<b>\$240,000</b>	<b>\$3,585,000</b>

**Attachment D**  
**Certificate of Insurance**