

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

**DEPARTMENT:** Capital Improvement

**AGENDA DATE:** December 11, 2018

**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., City Engineer, (915) 212-1845

**DISTRICT(S) AFFECTED:** 1, 2, 4 & 7

**STRATEGIC GOAL:** No. 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

**SUBJECT:**

That the City Manager be authorized to sign a Second Amendment to Agreement for Professional Services by and between the City of El Paso and **PARKHILL, SMITH & COOPER, INC.**, a Texas Corporation, for a project known as "**REGIONAL AQUATIC FACILITIES**", for additional design services for an additional amount not to exceed One Hundred Seventy Seven Thousand Eight Hundred Forty Six and 00/100 Dollars (**\$177,846.00**), for an amended total contract amount not to exceed One Million Eight Hundred Eighty Eight Thousand Eight Hundred Ninety Five and 00/100 Dollars (\$1,888,895.00); 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 agreement for professional services with Parkhill, Smith, and Cooper was approved by City Council on January 16, 2018 and amended by City Council action on April 3, 2018. This second amendment for professional services provides for work associated with:

- District 2: New location added coordination and design, including Land Survey, Utilities Survey, Geotechnical Survey and Metes & Bounds required for the new acquired land.
- District 7: Additional Geotechnical services to cover location where new structure will be placed.
- Districts 1, 2, 4, 5 and 7: Facility planning and operations consulting.
- Districts 2, 4 and 7: Additional design services that includes Project Management, Civil Engineering, Landscape Architecture, Wayfinding and Theming.

**PROTEST**

☒ No protest received for this requirement.

☐ Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ No

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:**

January 16, 2018 – City Council approved an agreement with Parkhill, Smith & Cooper for professional services for four Regional Aquatic Facilities for a contract amount of \$1,517,669.00.

April 3, 2018 – City Council approved the first amendment for additional professional services in the amount of \$193,380.00.

**AMOUNT AND SOURCE OF FUNDING:**

\$8,000,000 – 2012 Quality of Life Bond

\$8,324,000 – 2017 Capital Plan

\$14,000,000 – 2018 Capital Plan

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



Sam Rodriguez, P.E., City Engineer

RESOLUTION

CITY CLERK DEPT  
2018 DEC 4 AM 10:04

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

That the City Manager be authorized to sign a Second Amendment to Agreement for Professional Services by and between the City of El Paso and **PARKHILL, SMITH & COOPER, INC.**, a Texas Corporation, for a project known as “**REGIONAL AQUATIC FACILITIES**”, for additional design services for an additional amount not to exceed One Hundred Seventy Seven Thousand Eight Hundred Forty Six and 00/100 Dollars (\$177, 846.00), for an amended total contract amount not to exceed One Million Eight Hundred Eighty Eight Thousand Eight Hundred Ninety Five and 00/100 Dollars (\$1,888,895.00); 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 \_\_\_\_\_ 2018.


CITY OF EL PASO:

\_\_\_\_\_  
Dee Margo, Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sol M. Cortez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

SECOND AMENDMENT  
AGREEMENT  
FOR PROFESSIONAL SERVICES

This Second Amendment to that certain Agreement for Professional Services is made this \_\_\_\_ day of December 2018, by and between the City of El Paso, a Texas municipal corporation (the "*Owner*"), and Parkhill, Smith & Cooper, Inc. (the "*Consultant*").

**WHEREAS**, on January 23, 2018, the Owner entered into an Agreement for Professional Services for (the "*Agreement*") with the Consultant for a Project known as "Regional Aquatic Facilities" (the "*Project*");

**WHEREAS**, the Agreement may be amended under the provisions of Section 3.1 and Attachment "C" for the Consultant to provide additional services; and

**WHEREAS**, on April 3, 2018, the Owner and Consultant entered into First Amendment Agreement for Professional Services for Consultant to provide Additional Services for theming concept design services at an additional cost of \$193,380.00, thereby extending the contract amount from \$1,517,669.00 to \$1,711,049.00 ; and

**WHEREAS**, the parties hereto desire to enter into a second amendment to the Agreement to provide additional design services at an additional cost of \$177,846.00, thereby extending the contract amount from \$1,711,049.00 to \$1,888,895.00.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Services.** The Owner hereby authorizes the Consultant to continue to perform the Services in the Agreement and as further described in Attachment "A" of this Second Amendment.
2. **Payments to Consultant.** Payment to the Consultant for the additional design services the subject of this Second Amendment shall not exceed \$177,846.00.
3. **Time of Completion.** The additional services the subject of this Second Amendment shall be completed within the original project schedule as set forth in the Agreement, following the Owner's written Notice to Proceed to the Consultant.
4. **Terms and Conditions.** All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

(Signatures Begin on the Following Page)

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**


**THE CITY OF EL PASO**

\_\_\_\_\_  
Tomás González,  
City Manager

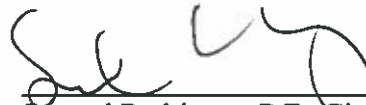
**CONSULTANT**

\_\_\_\_\_  
Marcelino N. Trujillo, P.E.  
Principal-in-Charge

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Sol M. Cortez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

**(Acknowledgements Begin on the Following Page)**

**ACKNOWLEDGEMENTS**

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2018, by **Tomás González**, 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 \_\_\_\_\_,  
2018, by **Marcelino N. Trujillo, P.E.**, as **Principal-in-Charge of Parkhill, Smith & Cooper, Inc.**

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

**My commission expires:**

\_\_\_\_\_

## **ATTACHEMENT “A”**



PARKHILLSMITH&COOPER

501 W. San Antonio  
El Paso, Texas 79901  
915.533.6811

November 16, 2018

Ms. Monica Castrejon AAIA, LI, CNU-a  
Project Manager  
Capital Improvement Department  
218 N. Campbell St., Second Floor  
El Paso, TX 79901

RE: City of El Paso – Regional Aquatic Facilities – P.O. CEP35-1800000134  
Additional Services

Dear Ms. Castrejon,

With this letter Parkhill, Smith, & Cooper, Inc. (PSC) would like to request an amendment to our contract of **\$177,846.00** to provide additional services as summarized below.

**District 2 New Location and Theming Charrette:** On February 19<sup>th</sup>, CID instructed PSC to halt design effort for the District 2 Chelsea site. The design documents that had been developed to that point would not be applicable to the new site. The additional services are required to develop schematic design documents for the new site, provide preliminary schematics for the city's use in executive session reviews of the new site, coordination with a concurrent and major design project at Ross Middle School, and attend a Water Parks theming charrette session at Mycotoo's offices in Pasadena, California. **\$33,802.00**

**District 2 New Location Geotech: \$7,850.00**

**District 2 New Location Land Survey: \$5,800.00**

**District 2 New Location Metes & Bounds: \$2,200.00**

**Recreation Facility Planning and Operation Consulting Services:** These services would be for five (5) water parks located in Districts 1, 2, 4, 5, and 7. Ballard\*King & Associates LTD, will provide the services under the supervision and direction of Water Technologies Inc. (WTI) and Parkhill Smith & Cooper, Inc. Attached is a copy of their proposal which details the services to be provided. **\$20,500.00**

**District 7 Geotechnical Services:** Existing geotechnical reports do not cover the locations in which new structures will be placed. Professional Service Industries, Inc. (PSI), will provide the services under the supervision and direction of Parkhill Smith & Cooper, Inc. They are familiar with the location and have done previous investigations at the Lionel Forti park. Attached is a copy of their proposal which details the services to be provided. **\$5,570.00**

**District 2 New Location Utilities Survey:** Additional surveying information to include rim and invert elevations for four manholes, existing gas lines, water lines, valves & fire hydrants, back of curb, and street elevations. Attached is a copy of their proposal which details the services to be provided. **\$1,600.00**




**District 2, District 4, and District 7 Additional Project Management, Civil Engineering, Landscape Architecture, Wayfinding and Theming:** Due to various items such as new site ponding and parking at District 2, site theming coordination and implementation, overall change in size and complexity of water parks (an additional 2.5 Acres overall), and relocation of existing irrigation equipment at District 7, additional design services will be required. Attached is a copy of PSC's Fee estimating sheet that details the additional design hours required. **\$100,524.00.**

If you have any questions, I can be reached at 915-533-6811 or on my cell at 915-543-0253.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By   
Marcelino N. Trujillo, P.E.  
Principal

MNT  
Enclosures

19.1

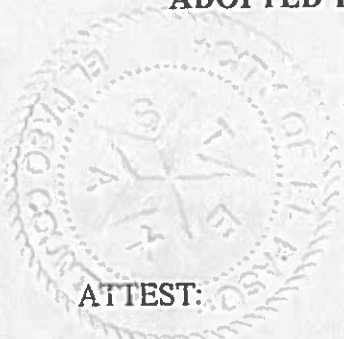
CITY CLERK DEPT.  
2018 JAN 16 AM 10:06

## RESOLUTION

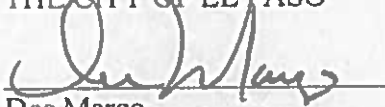
### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Agreement for Professional Services with Parkhill, Smith & Cooper, Inc., for the project known as "REGIONAL AQUATIC FACILITIES", for an amount not to exceed One Million Five Hundred Seventeen Thousand Six Hundred Sixty Nine and No/100 Dollars (\$1,517,669.00); to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of One Million Six Hundred Seventeen Thousand Six Hundred Sixty Nine and No/100 Dollars (\$1,617,669.00); 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 the execution of the Agreement.

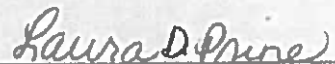
ADOPTED THIS 23<sup>rd</sup> DAY OF January, 2018.




THE CITY OF EL PASO

  
Dee Margo  
Mayor

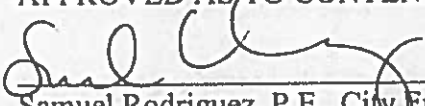
ATTEST:

  
Laura D. Prine  
Interim City Clerk

APPROVED AS TO FORM:

  
Sol M. Cortez  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

AN AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this 23<sup>rd</sup> day of January, 2018 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "**Owner**", and **Parkhill, Smith & Cooper, Inc.**, a Texas Corporation, hereinafter referred to as the "**Consultant**".

**WHEREAS**, the Owner intends to engage the Consultant to perform professional project management services for the project known as "**REGIONAL AQUATIC FACILITIES**", hereinafter referred to as the "**Project**", as further described in **Attachments "A"** and

**WHEREAS**, 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 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"	Insurance Certificate

**ARTICLE II.**  
**PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform construction management 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** The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

**2.3** The Consultant shall serve as the Owner's professional representative for the construction 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 Project's the 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 (5) working day 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 **ONE MILLION FIVE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED SIXTY NINE AND NO/100 DOLLARS (\$1,517,669.00)** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **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”**.

**3.3 CONSULTANT’S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **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 (90) 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 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 the Project. 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 total project budget for the Project allocates is Nineteen Million Four Hundred Thousand and No/100 Dollars (\$19,450,000.00) for the award for a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

**ARTICLE IV.  
PERIOD OF SERVICE AND TERMINATION**

- 4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D"**.
- 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 procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. 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**
  - \$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

**Personal Injury or Death & Property Damage**

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

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 Agreement.

**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 required herein shall be attached hereto and incorporated for all purposes as Attachment "E". All certificates shall also include the name of the project on the corresponding insurance certificate.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify hold harmless, and defend 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 any negligent act or omission, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or Consultant's officers, directors, partners, agents, consultants or employees. 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.

--The Federal Highway Administration through a Local Project Funding Agreement through the Texas Department of Transportation.

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.** It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of this contract. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, may also apply to this Project, in which case the award of this contract will be conditioned upon Consultant satisfying the DBE requirements. A DBE contract goal of N/A% has been established for this Project. The Consultant 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 Agreement.

The Consultant 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 Consultant'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 Consultant 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.

**6.3 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 prudent considering the ordinary professional skill and care of a competent engineer or architect, 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.

**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 with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary

professional skill and care of a competent engineer or architect 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.

**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, 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 (limited to Consultant's office hours) and places upon reasonable notice.

**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  
   P. O. Box 1890  
   El Paso, Texas 79950-1890

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

To the Consultant:                      Parkhill, Smith & Cooper, Inc.  
   Attn: Marcelino N. Trujillo, P.E.  
   501 W. San Antonio  
   El Paso, Texas 79901

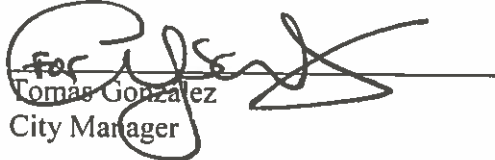
Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**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:**


  
Tomas Gonzalez  
City Manager

**CONSULTANT:**

**Parkhill, Smith & Cooper, Inc.**

  
Marcelino N. Trujillo, P.E.  
Principal-in-Charge

**APPROVED AS TO FORM:**

  
Sol M. Cortez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this 24<sup>th</sup> day of January, 2018,  
by Tomás González, as City Manager of the City of El Paso, Texas.  
*cary westin for*



Darby Shae Winters  
Notary Public, State of Texas

My commission expires:

4.12.2021

THE STATE OF TEXAS §

§

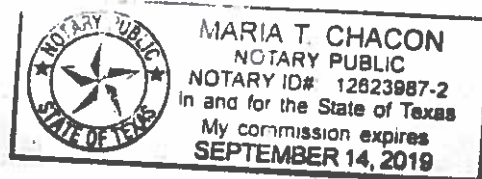
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 16<sup>th</sup> day of January, 2018,  
by Marcelino N. Trujillo, as Principal-in-Charge of Parkhill, Smith & Cooper.

Maria T. Chacon  
Notary Public, State of Texas

My commission expires:

Sept 14, 2019





**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

Scope of Work for  
Aquatic Planning/Design/Engineering  
for  
City of El Paso  
Regional Aquatics Facilities

Prepared for:



PARKHILL SMITH & COOPER

Prepared By:



December 8, 2017



## Professional Services Proposal

### El Paso Regional Aquatic Facilities Project

El Paso, Texas

WTI Project Number: R17256.01  
December 8, 2017

#### Client

**Parkhill, Smith, and Cooper**  
**Marcy Trujillo, AIA, Principal**  
501 W. San Antonio  
El Paso, TX. 79901  
T: 915.533.6811  
E: mtrujillo@team-psc.com

#### Consultant

Water Technology, Inc. (WTI)  
6636 N Riverside Dr., Ste 500B  
Fort Worth, TX. 76137  
[www.wtiworld.com](http://www.wtiworld.com)

**Robbie Hazelbaker**  
Regional Director of Project Development  
M: 972.978.1104  
E: rhazelbaker@wtiworld.com

**Doug Whiteaker**  
Principal  
M: 920.210.1110  
E: dwhiteaker@wtiworld.com

# Project Understanding

## Scope

WTI services involve the design of the aquatic components as developed in the conceptual design and master planning phase for Chelsea and Lionel Forti Parks. In addition, WTI will also participate in public meetings as necessary to design and engineer two additional pools with sites to be determined. WTI will provide design and engineering for the associated specialty mechanical and water treatment systems at all four pools. In addition, WTI proposes to include in this Scope a Lifeguard Strategic Operational Plan by a qualified consultant.

## Description

The project involves the design of 4 regional aquatic facilities, with Chelsea and Lionel Forti described as Phase I, scheduled to open by summer of 2019. Phase II will be the work to complete Site 3 and Site 4. Each regional aquatic facility includes multiple pools similar in design per previous 2016 conceptual phase.

## Budget

The project construction budget is \$18,150,000 for both Phase I and II.

## Scope of Services

### Program and Concept Development- Phase II Only (Site 3 and Site 4)

WTI will consult with the Client to develop an aquatic program consisting of prioritized aquatic goals and objectives, and intended activities and uses of the aquatic spaces and features. WTI will perform the following tasks:

- Conduct Aquatic Programming Presentation
- Discuss and Confirm Aquatic Goals and Objectives
- Discuss and Confirm Aquatic Activities and Uses
- Develop Aquatic Program and Capacities
- Discuss Number of Pools, Pool Zones and Depths
- Identify Preliminary Water Activities, and Features
- Develop Rough Order of Magnitude (ROM) Aquatic Cost Opinion
- Develop Aquatic Concept Plan

### Schematic Design- Phase I and II (All Sites)

WTI will consult with the Client to confirm project goals and requirements, and develop the spatial relationships of the aquatic components of the project. For the Schematic Design (SD) phase, WTI will perform the following tasks:

- Confirm Aquatic Program and Capacities
- Confirm Aquatic Mechanical Program
- Define Pool Zones, Depths, and Turnover Rates
- Develop Water Rides, Activities, and Features
- Develop Pool Wall Profile Options
- Select Preliminary Mechanical Equipment
- Develop Preliminary Mechanical Equipment Layout
- Develop Aquatic Drawings
  - SD Level Plans, Sections, and Details
- Develop Preliminary Utility Requirements
- Develop Rough Order of Magnitude (ROM) Aquatic Construction Cost Opinion

## Design Development- Phase I and II (All Sites)

Based on the Client approved SD Deliverables, WTI will develop designs of the aquatic areas and systems. For the Design Development (DD) phase, WTI will perform the following tasks:

- Finalize Pool Wall Profile(s)
  - Shapes and Depths
- Define Pool Specialty Equipment
- Define Pool Mechanical Equipment
- Develop Pool Mechanical Equipment Layout
- Develop Aquatic Drawings
  - Pool Plans, Sections, and Details
  - Pool Structural Design
  - Preliminary Pool Piping Plans, and Piping Details
  - Pool Mechanical Plans, Schedules, and Details
- Develop Draft Specifications
- Develop Utility Requirements
- Conduct Inter-Disciplinary Review and Coordinate with other Consultants of the Client
- Verify Aquatic Design for Code Compliance
- Develop Preliminary Aquatic Construction Cost Opinion

## Construction Documents- Phase I and II (All Sites)

Based on the Client approved DD Deliverables, WTI will finalize the designs of the aquatic areas and systems. Final CD Deliverables will contain information suitable for contractors to provide construction pricing or bidding. Final CD Drawings provided by WTI will contain the Professional Seal of an Architect or Engineer licensed in the State/Province of the project site, and will be suitable for review by permitting agencies with jurisdiction over the project. For the Construction Document (CD) phase, WTI will perform the following tasks:

- Finalize Pool Equipment Schedule
- Finalize Pool Mechanical Equipment Schedule
- Assemble Final Pool and Pool Mechanical Details
- Generate Final Pipe Schedules and Piping Plans
- Finalize Aquatic Drawings
  - Pool Plans, Sections, and Details
  - Pool Structural Design
  - Pool Piping Plans, and Piping Details
  - Pool Mechanical Plans, Schedules, and Details
  - Pool Mechanical Schematics
- Develop Specifications
- Finalize Utility Requirements
- Finalize Coordination with other Consultants of the Client
- Perform Internal Quality Assurance Procedure
- Address Questions and Comments from Permitting Agencies
- Prepare and submit Swimming Pool review applications for local jurisdiction. (if necessary)

## Bidding and Negotiation- Phase I and II (All Sites)

WTI will assist the Client during bid document preparation and negotiation of the Contract Documents. For the Bidding and Negotiation (BN) phase, WTI will perform the following tasks:

- Respond to aquatic related Request for Information (RFI)
- Provide information and clarifications for Client's Addenda
- Assist in the interview of the Pool Contractors, if requested by Client



## Construction Administration- Phase I and II (All Sites)

WTI will assist the Client during construction of the project. WTI will periodically visit the project site and will endeavor to observe the construction for conformance to the CD Deliverables. For the Construction Administration (CA) phase, WTI will perform the following tasks:

- Participate in Revit model exchanges and BIM coordination phone call meetings
- Review requested Submittals, including Shop Drawings and other information
- Review Pool Contractor Change Order requests
- Correspond with Permitting Agencies regarding aquatic questions
- Review Pool Contractor prepared Aquatic Operation and Maintenance Manual (O&M Manual)
- Conduct Site Observations
- Provide Field Reports on Site Observations
- Review Punch List prepared by Pool Contractor

## Requirements

The following information, materials, and approvals are required for WTI to effectively and efficiently perform the services described in this proposal. The Client shall provide WTI, at no cost, with the following:

- Project site surveys
- Project record drawings, if applicable
- Project site geotechnical analysis and reports
  - WTI will base design upon standard soils conditions with an assumed bearing capacity of 2,500 pounds per square foot. If soil conditions differ, or include expansive, environmental, high groundwater, organics or other deleterious conditions, additional structural services and fees may be required.
- Project site water analysis and testing
- Preferred title block, sheet sizes, or other drawing format details
- Background drawings and models, including site and building(s), for incorporation of WTI designs
- Written approval of WTI produced Deliverables at the completion of each Phase of work
- Construction contract bid documents and addenda
- Construction contract bid responses and results

## Deliverables

### Program and Concept Development- Phase I Only (Site 3 and Site 4)

- Aquatic Program Narrative
- ROM Aquatic Cost Opinion
- Aquatic Concept Plan

### Schematic Design

- SD Drawing Set
- Preliminary Utility Requirements
- Preliminary Aquatic Construction Cost Opinion

### Design Development

- DD Drawing Set
- Draft Specifications
- Updated Utility Requirements
- Preliminary Aquatic Construction Cost Opinion



## Construction Documents

- CD Progress and Coordination Drawing Sets
  - WTI shall provide a 90% review set in advance of final deliverable. Client to provide comments and feedback no later than 30 days prior to final deliverable due date.
- CD Drawing Set
- Specifications – Division 13 11 Swimming Pools

## Bidding and Negotiation

- RFI Response(s)
- Addenda Drawings and Documentation, as required.

## Construction Administration

- Review of Submittals
- Review of Change Orders
- Review of Aquatic O&M Manual
- Field Reports
- Review of Punch List

## Digital Data

WTI will produce digital designs for incorporation into the Client's drawings/models. WTI anticipates producing three-dimensional design models and shared digital material will consist only of model geometry. Inclusion of additional data in digital models, such as for projects utilizing Building Information Modeling (BIM), may be requested as an Additional Service. WTI will utilize Newforma Project Center as the preferred method of transmitting digital materials.

## Schedule

WTI's aquatic experts have an intimate understanding of the process and timing needed to achieve the level of coordination required for a successfully developed, high quality aquatic document package. Our fee is based on the following projected phase schedule:

Programming and Concept Development: 3 - 4 weeks

Schematic Design: 4 weeks

Design Development: 6 – 8 weeks

Construction Documents: 8 weeks

We understand that abbreviated schedules may sometimes be required, however in our experience, this puts the Owner, Client and WTI at risk. To expedite a project, please be aware that a discussion of those risks is required, in addition to a corresponding fee adjustment.

## Services Provided by Others

WTI will assist with coordinating all WTI provided services with other disciplines of the project team. A non-comprehensive outline of scope for coordination and exclusion from the proposed WTI Scope of Services is below. The following services and project scope shall be the responsibility of the Client, or other Consultants of the Client.

## Architecture

- Change Facilities, Bathhouses, Locker Rooms, Food Areas, Retail Areas, Offices
- Pool Mechanical Equipment Rooms
- HVAC Mechanical Rooms
- Pool Chemical Storage Rooms
- Pool Equipment Storage Rooms
- Pool Deck



## Landscape Architecture

- Landscaping and irrigation
- Fences and perimeter barriers
- Pool deck, and pedestrian walks
- Shade structures and pavilions

## Civil Engineering

- Parking and vehicular access
- Storm and Sanitary sewers
- Site grading and drainage
- Pool filter backwash disposal piping
- Utility distribution, including gas, electric and water

## Structural Engineering

- Building foundations, footings, bearing and spanning systems, including building, pool deck, pool mechanical equipment, and pool piping
- Pump pit(s) concrete and reinforcement, grating, railings, and stairs
- Waterproofing Specification. (Waterproofing scope recommended by structural.)
- Filtration and other mechanical equipment pads and slabs
- Pool deck concrete and reinforcement, and joint sealant
- Slide tower supports, footings, stairs, railings, and platforms

## Mechanical Engineering

- Pool heater venting and exhaust
- Pool chemical storage room venting and exhaust
- Pool mechanical equipment room HVAC
- Pool room HVAC

## Electrical Engineering

- Aquatic Electrical Drawings
  - Layout and Specification of all Pool Electrical Equipment including electrical disconnects, variable frequency drives, and/or motor starters for all pool pumps.
  - Power supply distribution schedules and coordination.
- Pool room/area lighting
- Pool mechanical equipment room lighting
- Pool deck reinforcement grounding and bonding
- Pool mechanical equipment room subpanel(s) and breakers
- Scoreboards and timing system conduit
- Slides/Rides control and low voltage wiring

## Plumbing

- Pool deck drains, drain locations, and drain piping to waste
- Pool mechanical equipment room floor drains, and drain piping to waste
- Pool mechanical equipment room potable water supply, including piping to pool auto-fill
- Pool mechanical equipment room emergency eyewash station
- Fire suppression of any kind

## Testing and Analysis

- Geotechnical testing and analysis
- Local water testing and analysis



## Administrative

- Lifeguard Strategic Operational Plan
- Permits and regulatory fees.
  - WTI will provide pool system information to the Client to complete construction permit applications but is not responsible for submission nor payment of fees.
- Front-end specifications
- LEED® Registration and Application
- Document reproduction and distribution
- Preparation of addenda
- Maintenance of the plan holder list
- Record Drawings (unless accepted as an Additional Service)

## Fee for Professional Services

### Fee

WTI professional services are offered for a stipulated lump sum for two phases of development with the understanding these two phases will happen independently, and are contingent upon WTI Terms and Conditions.

Fee for Professional Services for Phase I Chelsea and Lionel Forti Pools..... **\$ 279,238 USD**

#### *Fee Breakdown per Phase*

Schematic Design.....	\$55,860
Design Development .....	\$83,728
Construction Documents.....	\$97,755
Bidding & Negotiation .....	\$8,380
Construction Administration .....	\$33,515

Fee for Professional Services for Phase II Site 3 and Site 4..... **\$294,300 USD**

#### *Fee Breakdown per Phase*

Program Development and Concept Design (Sites 3 and 4) .....	\$15,000
Schematic Design.....	\$55,860
Design Development .....	\$83,790
Construction Documents.....	\$97,755
Bidding & Negotiation .....	\$8,380
Construction Administration .....	\$33,515

### Trips

WTI has included a total of up to the following number of trips for each phase, including travel expenses, to facilitate meetings and/or conduct site visits.

Program Development and Concept Design (Phase II) .....	2
Design and Coordination Meetings.....	3
Construction Administration Site Visits.....	6

### Expenses

Project related expenses are included in the proposed fee. Expenses include travel, swimming pool permit fees, express shipping, and printing.

**El Paso TX Chelsea and Lionel Fortl Parks Pools**  
**17256.01**

Work Plan															
El Paso TX Chebea and Lione Fort Parks Pools 17256.01															
Schematic Design															
Phase Total:															
\$50,876.00															
Design Development															
Phase Total:															
\$62,326.00															
Construction Documents															
Phase Total:															
\$71,420.00															
Bidding and Negotiation															
Phase Total:															
\$7,430.00															
Construction Administration															
Phase Total:															
\$36,036.50															
WTT Labor & Expense Totals:															
\$229,088.50															
Subconsultants															
Structural Engineering															
BKA Lifeguard Analysis and Training															
Subconsultant Sub Totals:															
Subconsultant Multiplier:															
Subconsultant Totals:															
\$51,150.00															
Work Plan SubTotal:															
Expense Plan Total															
\$279,238.50															

# Work Plan

Phase II Site 3 & 4  
17256.01

Work Plan										Rate Schedule: Domestic		Expense Multiplier: 1.10		Date: 11/13/2017																	
Phase II Site 3 & 4 17256.01										Principal / Director		Project Manager / Engineer		Creative Studio / Project Design		Mechanical Design		Technical Design		Administration		Total Labor Hours		Total Labor Amount							
										\$200.00		\$150.00		\$115.00		\$135.00		\$45.00		\$60.00											
Program and Concept Development										28	28	24	0	0	2	82	\$12,680.00		2	4	2	4	0	2	\$2,607.00		\$15,287.00				
Schematic Design										60	88	88	88	84	24	199	\$55,780.00		0	0	0	0	0	0	\$0.00		\$55,780.00				
Design Development										40	160	96	120	120	8	355	\$69,920.00		1	2	2	4	0	1	\$1,496.00		\$71,416.00				
Construction Documents										24	160	20	192	192	10	494	\$73,940.00		0	0	0	0	0	0	\$0.00		\$73,940.00				
Bidding and Negotiation										2	34	0	12	10	6	60	\$8,330.00		0	0	0	0	0	0	\$0.00		\$8,330.00				
Construction Administration										2	144	0	30	20	40	400	\$30,150.00		3	3	6	6	0	3	\$3,646.50		\$33,796.50				
WTI Labor & Expense Totals:										156	614	228	442	426	90	1590	\$250,800.00		6	9	10	14	0	6	\$7,749.50		\$258,549.50				
Subconsultants										Subconsultant Name								Contract Amount						Number of Trips		Subconsultant Expenses		Subconsultant Total			
Structural Engineering																		\$28,000.00						2		\$4,500.00		\$32,500.00			
BKA Lifeguard Analysis and Training																		\$28,000.00						0		\$0.00		\$0.00			
Subconsultant SubTotals:																								2		\$4,500.00		\$32,500.00			
Subconsultant Multiplier:																		1.10								1.10		1.10			
Subconsultant Totals:																		\$30,800.00										\$4,950.00		\$35,750.00	
Work Plan SubTotal:										Labor and Subconsultant Plan Total								\$281,600.00		Expense Plan Total						Plan Total		\$294,299.50			

Scope of Work for  
Technology Design and Consulting Services  
for  
City of El Paso  
Regional Aquatics Facilities

Prepared for:



PARKHILLSMITH&COOPER

Prepared By:



December 8, 2017

December 7, 2017

Brent Clifford, ASLA  
Associate  
Parkhill Smith & Cooper  
4222 85<sup>th</sup> Street  
Lubbock, Texas 79423

**RE: Technology Design and Consulting Services – El Paso Aquatic Facilities**

Dear Brent:

We are pleased to submit our proposed scope of services for the El Paso Aquatic Facilities in El Paso, Texas. Our scope of work includes:

- Information Technology infrastructure
- AudioVisual
- Electronic Security
- Outside Plant (building communications connectivity)

DataCom Design Group will provide Parkhill Smith & Cooper with detailed designs, A/E design team coordination, Schematic Design thru Construction Documents, and Contract Administration for the technology project for each of the facilities.

**GENERAL**

Projects to include:

- Chelsea Regional Aquatic Facility - \$4.3M
- Lionel Forti Aquatic Facility - \$5.1M
- Valley Creek Aquatic Facility - TBD
- Northeast Aquatic Facility – TBD

Total Construction Cost for all (4) Projects: \$18.1M

The programmatic elements for each facility include the following:

- Aquatic facilities to serve seniors, adults, teens, and families.
  - Lap Pool
  - Leisure Pool with play structures
  - Children's play pool
  - Lazy River
- Administrative support spaces including security area, admission/ticket sales, private offices.
- Control Desk
- (1) Party Room
- Food Concessions
- Public Parking

**PROJECT SCHEDULE**

- Schematic Design submittal (15% Complete)
- Preliminary Design Submittal (30% Complete)
- Design Development Submittal (60% Complete)
- Pre-Final Design Submittal (90% Complete)
- Final Design Submittal (100% Complete)

**INFORMATION  
TECHNOLOGY**

Information Transport Systems infrastructure to include:

- Technology infrastructure design to support voice and data.
- UTP cabling with medium density work-area outlets.
- Main Communications Room (MC) design, layout and connectivity.
- Infrastructure design to support wireless access connectivity in specific building areas.
- Construction documents, including detailed designs and CSI format specifications.
- Coordination of the Information Technology system design and requirements with the A/E design team.
- Assist the Owner / Architect with bid evaluations and recommendations.
- (6) Construction site observation visits with supporting job field reports.
- Contract Administration, including Record Documents based upon Contractor provided as-built documents.

**AUDIOVISUAL**

AudioVisual infrastructure and active equipment design to include:

- AudioVisual design to include infrastructure to support AV spaces and any ADA required audio systems.
- Detailed drawings and technical specifications for the AV infrastructure.
- Evaluation of relevant AV active equipment to determine the infrastructure needs of the presentation spaces, specifications and drawings associated with the AV infrastructure system.
- Develop AV room layouts and assist the A/E design team with power requirements, screen locations, conduit, floor boxes, speaker locations, and lectern location.
- The development of AV active equipment specifications, bidding, and construction documents.
- Construction documents, including detailed designs and CSI format specifications.
- Coordination of the Audiovisual infrastructure and active equipment system design requirements with the A/E design team.
- Assist the Owner / Architect with bid evaluations and recommendations.
- (6) Construction site observation visits with supporting job field reports.
- Contract Administration, including Record Documents based upon Contractor provided as-built documents.

**Areas to include:**

- Facility-wide overhead paging solution.
- In-pool speaker systems
- (1) Party Room
- Flat panel displays to support Food Concessions menus



**ELECTRONIC SECURITY**

Electronic Security systems design to include:

- Access Control
- Intrusion Detection
- Electronic Surveillance
- Emergency Notification and Duress
- Construction documents, including detailed designs and CSI format specifications.
- Coordination of Electronic Security systems with A/E design team.
- Assist the Owner / Architect with bid evaluations and recommendations.
- (6) Construction site observation visits with supporting job field reports.
- Contract Administration, including Record Documents based upon Contractor provided as-built documents.

**OUTSIDE PLANT**

Building communications connectivity, including both cabling and conduit pathway, to the existing campus utility / tunnel system or the nearest available Telecommunications manhole.

- Construction documents, including detailed designs and CSI format specifications.
- Coordination of communication system pathways with the A/E design team.
- Assist the Owner / Architect with bid evaluations and recommendations.
- Contract Administration, including Record Documents based upon Contractor provided as-built documents.

**ASSUMPTIONS**

Building Information Modeling (Revit) will be used for this project. DDG will provide major Information Transport System components, including cable tray, conduits/conduit sleeves greater than 2", and conduit ductbanks, for inclusion in the A/E team Revit model and to be used for collision detection and design coordination amongst the A/E team.

Contract Administration to include site observation visits during the construction activities related to the consultant's disciplines to observe the quality of work and to determine in general if the work is proceeding in accordance with the Contract Documents.

**EXCLUSIONS****General**

Commissioning and testing of the technology systems.

"All" construction progress meetings (DataCom Design Group will conduct periodic on-site visits but will not be responsible for project management).

**Information Technology**

Fire alarm systems, clocks, paging, radio, PBX, building automation, satellite systems, voice and data active equipment (LAN's/WAN's).

Distributed Antenna Systems (DAS) consultation and design.

**AudioVisual**

Distance Learning, digital signage / wayfinding in any space.

AudioVisual design for any spaces other than those expressly noted above.

Content development for digital signage / wayfinding devices.



**Electronic Security**

Perimeter/Parking Security, including both Access Control and Surveillance  
 Remote Central Dispatch Center  
 Fire Alarm system intercom, including Areas of Refuge  
 Threat Vulnerability consultation and reporting.

**Outside Plant**

Conduit connectivity, including both conduit pathway and cabling, other than to the nearest available Telecommunications service point.  
 Service Provider contract negotiations.

**FEE SCHEDULE**

Our fees for the efforts described above are:

<u>Chelsea / Lionel Regional Aquatic Facilities</u>	IT	AudioVisual	Security	SubTotal	
Schematic Design Submittal	\$2,484	\$1,242	\$994	\$4,720	33 hrs @ \$145 per hour
Preliminary Design Submittal	\$2,484	\$1,242	\$994	\$4,720	33 hrs @ \$145 per hour
Design Development Submittal	\$4,968	\$2,484	\$1,988	\$9,440	65 hrs @ \$145 per hour
Pre-Final Design Submittal	\$4,968	\$2,484	\$1,988	\$9,440	65 hrs @ \$145 per hour
Final Design Submittal	\$1,656	\$828	\$662	\$3,146	22 hrs @ \$145 per hour
Contract Administration	\$3,312	\$1,656	\$1,324	\$6,292	43 hrs @ \$145 per hour
<b>SubTotal</b>	<b>\$19,872</b>	<b>\$9,936</b>	<b>\$7,950</b>		
<b>Lump Sum Fee</b>	<b>\$37,758</b>				
<u>Valley Creek / Northeast Aquatic Facilities</u>	IT	AudioVisual	Security	SubTotal	
Schematic Design Submittal	\$2,484	\$1,242	\$994	\$4,720	33 hrs @ \$145 per hour
Preliminary Design Submittal	\$2,484	\$1,242	\$994	\$4,720	33 hrs @ \$145 per hour
Design Development Submittal	\$4,968	\$2,484	\$1,988	\$9,440	65 hrs @ \$145 per hour
Pre-Final Design Submittal	\$4,968	\$2,484	\$1,988	\$9,440	65 hrs @ \$145 per hour
Final Design Submittal	\$1,656	\$828	\$662	\$3,146	22 hrs @ \$145 per hour
Contract Administration	\$3,312	\$1,656	\$1,324	\$6,292	43 hrs @ \$145 per hour
<b>SubTotal</b>	<b>\$19,872</b>	<b>\$9,936</b>	<b>\$7,950</b>		
<b>Lump Sum Fee</b>	<b>\$37,758</b>				

**I. Invoicing and Payments**

The project fee is proposed as a Lump Sum Fee and not Time and Materials. Invoices will be prepared monthly and will be billed as a project percentage of completion. Invoices will not include hourly back-up. Should hourly back-up be requested, an additional administrative fee of **\$182.00 per month** will be invoiced as an additional expense.

**II. Ability to Perform and Non-Poaching**

For the duration of the project as it relates to this proposal and for a period of six months following the completion of the work related to the proposal, neither party shall solicit, induce or attempt to induce any employee or independent contractor of the other party to (i) leave the employment of or terminate his, her or its contractual relationship with the other party, or (ii) enter into the employ of or a contractual relationship with the other party or any entity in which the other party has any interest whatsoever. Both parties recognize that the breach or attempted breach of any of the provisions hereof would result in the ability to perform and cause serious harm to the other party for which monetary damages might not be an adequate remedy and that the amount of such damages would be difficult to determine. Accordingly, each party covenants and agrees that in the event of the violation or attempted violation of any of the covenants set forth hereof, in addition to any and all legal and equitable remedies immediately available, such covenants may be enforced by a temporary and/or permanent injunction in an action in equity.

Sincerely,



John Rob Hicks, RCDD  
Principal

Scope of Work for  
Geotechnical Services  
for  
City of El Paso  
Regional Aquatics Facilities

Prepared for:



PARKHILL SMITH & COOPER

Prepared By:

**Terracon**

December 8, 2017



December 8, 2017

Parkhill Smith & Cooper, Inc.  
501 West San Antonio  
El Paso, Texas 79901

Attn: Mr. Marcelino (Marcy) Trujillo / Principal  
P: (915) 533-6811  
D: (915) 543-3306  
E: [MTrujillo@team-psc.com](mailto:MTrujillo@team-psc.com)

**Re: Proposal for Geotechnical Engineering Services  
Northwest Aquatic Center  
Upper Valley (Artcraft / Doniphan / Westside Drive Area), El Paso, Texas  
Terracon Proposal No. PAU175071**

Dear Mr. Trujillo:

We appreciate the opportunity to submit this proposal for geotechnical engineering services to Parkhill Smith & Cooper, Inc. (Client). We will deliver our report using our web-based **GeoReport** information delivery and collaboration portal (click [here](#) to watch a 2-minute video that will provide a better understanding of the **GeoReport** experience). The following exhibits comprise this proposal:

- Exhibit A: Project Understanding
- Exhibit B: Scope of Services
- Exhibit C: Compensation and Project Schedule

The scope of work described in this proposal will be performed under the provisions of the attached Agreement for Services for a base **lump sum fee of \$8,100.00** (see **Exhibit C** for more details of our fees and consideration of additional services). Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

We look forward to the opportunity of working with you. Sincerely,

**Terracon Consultants, Inc.**

Texas PE Firm Registration F-3272

  
M. Gisel Ruvalcaba  
Staff Geotechnical Engineer

  
Ivan Avelar, P.E.  
Department Manager / Geotechnical Services

Attachments: Agreement for Services  
Distribution List  
GeoReport Brochure

Terracon Consultants, Inc. 7002 Commerce Avenue El Paso, Texas 79915  
P [915] 778 5233 F [915] 779 8301 [terracon.com](http://terracon.com)

Environmental



Facilities



Geotechnical



Materials

## EXHIBIT A - PROJECT INFORMATION

### Preliminary Site Location

This information was provided by Parkhill Smith & Cooper, Inc. (Client) to assist us in the development of a scope of work for this project. Our scope of work was developed based on an understanding of the general site conditions of the area.

Item	Description
Location	The final project site location is still being determined by the City of El Paso; the general vicinity of the site will be west of Interstate Highway I-10, near Artcraft Road, and between Westside Drive and Doniphan Drive, in northwest El Paso, Texas
Existing improvements	Site is anticipated to be undeveloped (or cleared/grubbed by others)
Current ground cover	Exposed native soil
Existing topography	Anticipated to be level
Site Access	We expect that the site can be accessed and all exploration locations can be reached with our truck-mounted drilling equipment without the need to clear vegetation or obstacles to create trafficable trails

### Project Understanding

Item	Description
Proposed structures	A one-story, 2,900 sq.ft. mech. equipment/party room bldg., a one-story, 3,950 sq.ft. control/bathhouse/kitchen building, a lap pool (12-ft deep maximum), 3 other pools (5 to 6 ft deep), and water slide; <b>dewatering is anticipated to be needed for pool construction</b>
Construction	For buildings: CMU and steel roof joists on shallow foundations For pools: Monolithic cast-in-place concrete shell
Maximum loads (assumed)	Columns: 20 kips      Walls: 4 kips/lf      Slab: 150 psf
Maximum allowable settlement	1 inch (assumed)
Grading	Maximum of 2 to 3 feet of fill is anticipated
Pavements	Parking and driveway areas: flexible (asphaltic) or rigid (Portland cement concrete) options are being considered for this project
Below grade areas	Pools are the only areas to be excavated below finished grade
Drainage	Storm water runoff to be discharged via positive surface drainage away from structures, into drop inlets, storm water drain network, and into adjacent street right-of-way; therefore, soil percolation testing and recommendations for design of on-site storm water detention are beyond the scope of this study.

## EXHIBIT B - SCOPE OF SERVICES AND SCHEDULE

The project will consist of conducting field exploration and laboratory testing to characterize the subsurface conditions, and to provide geotechnical recommendations for the design and construction of the project structures and pavement. The following sections provide an overview of the work scope for each of these aspects of the project.

### Field Exploration

Our field exploration work includes the drilling and sampling of exploratory soil borings consistent with the following schedule.

Number of Borings	Boring Depth	Planned Location
1 Boring	20 ft	Mech / Party Room Building
1 Boring	20 ft	Control / Bathhouse / Kitchen Building
1 Boring	15 ft	Lap Pool
1 Boring	15 ft	Water Slide
2 Borings	10 ft (each)	Other Pools
2 Borings	6½ ft (each)	Parking Area

This proposal was hence based on up to 8 soil borings and a maximum drilling footage of 103 feet. See the *Exploration Procedures* section of this proposal for further information.

### Access

In order to conduct our exploration of the project site, we must be granted access by the property owner. By acceptance of this proposal, we consider that you have secured the site owner's authorization for our exploration equipment and crew to enter the site. If we are not allowed to enter the site (or obstacles exist that prevent our access) after the time of our mobilization, we will charge standby time at a minimum rate of \$275 per hour, and all applicable daily rental and delivery expenses at cost plus 15 percent.

### Utility Location

We are committed to performing our field work safely. We will not drill without an understanding of the type and number of buried utilities present based on markings made by the utility owners. Additionally, the State of Texas requires the excavation site to be marked and public utilities notified at least 2 business days prior to the commencement of any excavation operation. We understand Terracon has been requested to mark the locations of the proposed soil borings in the field.

To meet utility damage prevention regulations and as the entity performing the excavation, Terracon will request public utility location through the State One-Call Utility Location Service (TX 811) for location of utilities in public property and easements (as required by State Law). Please note that sometimes it takes utility locators or owners longer than the 2 regulatory business days to mark their respective alignments or respond to the spotting/location request, and delays in the drilling schedule may be necessary for safety reasons. We will work diligently with the utility owners to try to expedite the location of public utilities as much as it is possible.

Please also be aware that public utility location services only delineate subsurface utilities in public easements, cannot be guaranteed to locate all buried utilities, and hence the potential to encounter other, unknown underground utilities and hazards remains. Therefore, any information that Client or Owner can provide prior to our mobilization toward the identification and location of existing utilities at this site is crucial to reducing the potential damage to the site infrastructure. We cannot be held responsible for damage to utilities in private property or easements where not properly marked or identified by Client or Owner.

#### **Site Disturbance**

We will take reasonable efforts to reduce damage to the property as a result of our exploration activities. However, please note that our field exploration services are by definition, destructive, and hence, in the normal course of our work some disturbance will occur such as rutting of the ground surface. If there are any restrictions or special restrictions regarding disturbance to the site, please provide them with your acceptance of this proposal prior to our mobilization to the site.

#### **Exploration Procedures**

We will locate the soil borings by field measurements with the assistance of measuring wheel at right angles to existing features, or recreational-grade, hand-held GPS devices which are capable of locating the exploration points with an accuracy of no better than about 20 feet. Elevations will be estimated from published USGS topographic maps, unless topographical survey/grading plans are provided to us.

The soil borings will be advanced using a rubber-tire, truck-mounted CME 75 drilling rig, using hollow-stem auger drilling techniques or to a depth of auger refusal, whichever occurs first. While drilling through soils, the soils will be tested and sampled non-continuously using split-spoon sampling devices consistent with ASTM D1586 (standard penetration test, SPT).

Typical sampling intervals (every 2½ feet within the top 10 feet, and every 5 feet thereafter) are considered applicable to this project, unless the sample intervals need to be modified in the field as necessary to collect the required data for design, or to accommodate for site conditions or



conflicts with utility alignments. Samples will be obtained while the borehole is being advanced by our drilling operations working under the direction of our field engineering staff or his/her representative. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

The field exploration will also include observations for groundwater (anticipated). This will occur during the exploration program while the borehole is being advanced. No provisions have been made to collect water level data other than the observations made during the advancement of the borings.

The borings will be backfilled immediately after their completion with auger cuttings. Excess auger cuttings will be disposed of at the site by spreading them in the area of each exploration point. If the borings are advanced in an existing paved area, the backfilled holes will be patched at the surface with cold (emulsified) asphaltic patch mixture.

We have not budgeted to restore the site beyond backfilling our boreholes. Please note that backfill material may settle within the borehole locations below the surface after a period of time, and may need additional backfill. We could provide additional backfill applications at your request should settling occur, but this would involve additional fees.

### **Safety Considerations**

We are committed to conduct our work safely. Our field exploration services on this project will be conducted under the guidance of a site-specific work plan that takes into account the information that we know about this site as it relates to access, safety and potential safety hazards. We have not been made aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope considers that standard OSHA Type D Personal Protection Equipment (PPE) is appropriate for this project.

In order to thoroughly address the potential for underground utilities or environmental hazards, and, in order to understand the potential safety hazards associated with our field exploration program, we will create a short job hazard analysis (JHA) document for this project prior to our mobilization. After our mobilization, we will obtain additional information about the site hazards and will be included in our daily tailgate safety meeting records.

### **Laboratory Testing**

Representative soil samples will be tested in our laboratory to determine pertinent physical and engineering characteristics. Testing will include visual classification, moisture content, grain size analyses, unit weight determination, Atterberg limits, California Bearing Ratio (for pavement design), and corrosivity testing (pH, sulfate content, chloride content, and resistivity). Our



laboratory procedures will follow ASTM standards, but in some cases, variations to methods are applied as a result of local practice or professional judgment.

The types or actual number of laboratory tests cannot be predicted. Our fees have been developed with an assumption of typical types and numbers of tests for a project of this nature in this location. The project engineer will review the field data from the exploration, and then assign the types and numbers of tests. In the event additional testing is necessary we will notify you of this need prior to initiating the additional testing.

## Engineering and Project Reporting

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer. The engineer will manage the field exploration and laboratory testing work, review the results, perform the engineering calculations necessary to evaluate foundation and pavement alternatives and develop appropriate engineering design criteria for geotechnical aspects of the project. Specific engineering considerations that will be addressed as a part of our geotechnical services include:

- Stratification in accordance with the Unified Soil Classification System (USCS)
- Groundwater levels, if observed during and after completion drilling
- Provide the seismic characterization for the site
- Develop recommendations for site dewatering
- Develop recommendations for site preparation
- Establish geotechnical parameters for foundation design and type selection
- Establish geotechnical parameters for pool shell design
- Determine appropriate pavement design sections
- Provide other earthwork-related aspects of construction

Our work requires exploration and testing, interaction with other design team members and consideration of options based upon the findings of our exploration. Your project will be delivered using our **GeoReport** system. Upon initiation we will provide you and your design team the necessary link and password to access the website (if you don't already have one). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to all project documents as they are uploaded to the site, and a collaboration portal. A typical delivery process includes three basic stages:

- Stage 1: Project Planning
- Stage 2: Site Characterization
- Stage 3: Geotechnical Engineering

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal

uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we will upload a printable version of our complete final geotechnical engineering report. This includes the professional engineer's seal and signature, which documents our services. All previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

## **Additional Services**

In addition to basic services noted above, the following services are often associated with geotechnical engineering services. Fees for basic services noted above do not include the following:

**Environmental Assessments:** Our scope of services for this project does not include, either specifically or by implication, any environmental assessment of the site intended to identify or quantify potential site contaminants. We can provide a proposal for Environmental Assessment if this is desired.

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of the project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review would include a written statement, which conveys our opinions, related to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Construction Materials:** Development of our geotechnical engineering designs relies on an interpretation of soil conditions based upon widely spaced exploration locations and assumptions that construction methods will be performed in a manner consistent with our expectations and designs developed at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, perform associated materials engineering testing, and provide documentation associated with site preparation, foundation and pavement construction. This allows a more comprehensive understanding of the subsurface conditions as well as necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based on our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base lump sum fee is \$8,100.00.

Our scope of services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

In the event that we encounter unanticipated conditions that would require variation in the scope of work as noted in this proposal, we will notify you of this variation, and we will send a supplemental proposal stating the modified scope of work as well as its impact on our fee.

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service <sup>1</sup>	\$1,200.00	
Plans and Specifications Review	\$500.00	
Construction Materials Testing Services	TBD	
<sup>1.</sup> If the site is developed, and current owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.		

As mentioned previously, fee estimates for an environmental site assessment and construction monitoring and testing can be provided in separate proposals (the latter once the design plans and specifications are released for construction).

### Project Schedule

We developed a schedule to complete the scope of services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Study Task <sup>1</sup>	Task Duration (business days) <sup>2</sup>
Project planning and utility coordination (Stage 1 reporting)	3
Drilling and laboratory testing <sup>3</sup>	4
Site Characterization Data Package (Stage 2 Reporting)	4
Geotechnical Engineering (Stage 3 Reporting - Recommendations)	4
<b>Total Project Duration after Notice-to-Proceed</b>	<b>15 business days (about 3 calendar weeks)</b>

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** collaboration portal with specific, anticipated calendar dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport** collaboration portal. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.
3. The drilling phase is anticipated to take 1 day to complete; our earliest available date of field mobilization is 12/18/2017.

Because the schedule suggested above is tentative and dependent upon receipt of your notice to proceed, we will provide you with a specific schedule of the project at the time of your issuance of notice to proceed. **However, please note that we cannot secure a drilling schedule or mobilize until our proposal is authorized and all notified public utilities respond to our 811 location request.**



December 8, 2017

Parkhill Smith & Cooper, Inc.  
501 West San Antonio  
El Paso, Texas 79901

Attn: Mr. Marcelino (Marcy) Trujillo / Principal  
P: (915) 533-6811  
D: (915) 543-3306  
E: [MTTrujillo@team-psc.com](mailto:MTTrujillo@team-psc.com)

**Re: Proposal for Geotechnical Engineering Services  
Northeast Aquatic Center  
El Paso, Texas  
Terracon Proposal No. PAU175083**

Dear Mr. Trujillo:

We appreciate the opportunity to submit this proposal for geotechnical engineering services to Parkhill Smith & Cooper, Inc. (Client). We will deliver our report using our web-based **GeoReport** information delivery and collaboration portal (click [here](#) to watch a 2-minute video that will provide a better understanding of the **GeoReport** experience). The following exhibits comprise this proposal:

- Exhibit A: Project Understanding
- Exhibit B: Scope of Services
- Exhibit C: Compensation and Project Schedule

The scope of work described in this proposal will be performed under the provisions of the attached Agreement for Services for a base **lump sum fee of \$7,600.00** (see **Exhibit C** for more details of our fees and consideration of additional services). Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

We look forward to the opportunity of working with you. Sincerely,

**Terracon Consultants, Inc.**  
Texas PE Firm Registration F-3272

  
M. Gisel Ruvalcaba  
Staff Geotechnical Engineer

  
Ivan Avelar, P.E.  
Department Manager / Geotechnical Services

Attachments: Agreement for Services  
Distribution List  
GeoReport Brochure

Terracon Consultants, Inc. 7002 Commerce Avenue El Paso, Texas 79915  
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Environmental



Facilities



Geotechnical



Materials



## EXHIBIT A - PROJECT INFORMATION

### Preliminary Site Location

This information was provided by Parkhill Smith & Cooper, Inc. (Client) to assist us in the development of a scope of work for this project. Our scope of work was developed based on an understanding of the general site conditions of the area.

Item	Description
Location	The final project site location is still being determined by the City of El Paso for the northeast sector of El Paso, Texas
Existing improvements	Site is anticipated to be undeveloped (or cleared/grubbed by others)
Current ground cover	Exposed native soil
Existing topography	Anticipated to be level
Site Access	We expect that the site can be accessed and all exploration locations can be reached with our truck-mounted drilling equipment without the need to clear vegetation or obstacles to create trafficable trails

### Project Understanding

Aspects of the project that are assumed at this point are highlighted as shown here:

Item	Description
Proposed structures	A one-story, 2,900 sq.ft. mechanical equipment and party room building, a one-story, 3,950 sq.ft. control / bathhouse / kitchen building, a lap pool (12-foot deep maximum), 3 amusement pools (5 to 6 feet deep), and water slide
Construction	For buildings: CMU and steel roof joists on shallow foundations For pools: monolithic, cast-in-place concrete shell
Maximum loads (assumed)	Columns: 20 kips    Walls: 4 kips/lf    Slab: 150 psf
Maximum allowable settlement	1 inch (assumed)
Grading	No major grading is anticipated
Pavements	Parking and driveway areas: flexible (asphaltic) or rigid (Portland cement concrete) options are being considered for this project
Below grade areas	Pools are the only areas to be excavated below finished grade
Drainage	Storm water runoff to be disposed off via positive surface drainage away from structures, into drop inlets, storm water drain network, and into adjacent street right-of-way; therefore, soil percolation testing and recommendations for design of on-site storm water detention are beyond the scope of this study.

## EXHIBIT B - SCOPE OF SERVICES AND SCHEDULE

The project will consist of conducting field exploration and laboratory testing to characterize the subsurface conditions, and to provide geotechnical recommendations for the design and construction of the project structures and pavement. The following sections provide an overview of the work scope for each of these aspects of the project.

### Field Exploration

Our field exploration work includes the drilling and sampling of exploratory soil borings consistent with the following schedule.

Number of Borings	Boring Depth	Planned Location
1 Boring	20 ft	Mech / Party Room Building
1 Boring	20 ft	Control / Bathhouse / Kitchen Building
1 Boring	15 ft	Lap Pool
1 Boring	15 ft	Water Slide
2 Borings	10 ft (each)	Other Pools
2 Borings	6½ ft (each)	Parking Area

This proposal was hence based on up to 8 soil borings and a maximum drilling footage of 103 feet. See the *Exploration Procedures* section of this proposal for further information.

### Access

In order to conduct our exploration of the project site, we must be granted access by the property owner. By acceptance of this proposal, we consider that you have secured the site owner's authorization for our exploration equipment and crew to enter the site. If we are not allowed to enter the site (or obstacles exist that prevent our access) after the time of our mobilization, we will charge standby time at a minimum rate of \$275 per hour, and all applicable daily rental and delivery expenses at cost plus 15 percent.

### Utility Location

We are committed to performing our field work safely. We will not drill without an understanding of the type and number of buried utilities present based on markings made by the utility owners. Additionally, the State of Texas requires the excavation site to be marked and public utilities notified at least 2 business days prior to the commencement of any excavation operation. We understand Terracon has been requested to mark the locations of the proposed soil borings in the field.

To meet utility damage prevention regulations and as the entity performing the excavation, Terracon will request public utility location through the State One-Call Utility Location Service (TX 811) for location of utilities in public property and easements (as required by State Law). Please note that sometimes it takes utility locators or owners longer than the 2 regulatory business days to mark their respective alignments or respond to the spotting/location request, and delays in the drilling schedule may be necessary for safety reasons. We will work diligently with the utility owners to try to expedite the location of public utilities as much as it is possible.

Please also be aware that public utility location services only delineate subsurface utilities in public easements, cannot be guaranteed to locate all buried utilities, and hence the potential to encounter other, unknown underground utilities and hazards remains. Therefore, any information that Client or Owner can provide prior to our mobilization toward the identification and location of existing utilities at this site is crucial to reducing the potential damage to the site infrastructure. We cannot be held responsible for damage to utilities in private property or easements where not properly marked or identified by Client or Owner.

#### **Site Disturbance**

We will take reasonable efforts to reduce damage to the property as a result of our exploration activities. However, please note that our field exploration services are by definition, destructive, and hence, in the normal course of our work some disturbance will occur such as rutting of the ground surface. If there are any restrictions or special restrictions regarding disturbance to the site, please provide them with your acceptance of this proposal prior to our mobilization to the site.

#### **Exploration Procedures**

We will locate the soil borings by field measurements with the assistance of measuring wheel at right angles to existing features, or recreational-grade, hand-held GPS devices which are capable of locating the exploration points with an accuracy of no better than about 20 feet. Elevations will be estimated from published USGS topographic maps, unless topographical survey/grading plans are provided to us.

The soil borings will be advanced using a rubber-tire, truck-mounted CME 75 drilling rig, using hollow-stem auger drilling techniques or to a depth of auger refusal, whichever occurs first. While drilling through soils, the soils will be tested and sampled non-continuously using split-spoon sampling devices consistent with ASTM D1586 (standard penetration test, SPT).

Typical sampling intervals (every 2½ feet within the top 10 feet, and every 5 feet thereafter) are considered applicable to this project, unless the sample intervals need to be modified in the field as necessary to collect the required data for design, or to accommodate for site conditions or



conflicts with utility alignments. Samples will be obtained while the borehole is being advanced by our drilling operations working under the direction of our field engineering staff or his/her representative. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

Although not anticipated to be encountered at this site, the field exploration will also include observations for groundwater (if encountered). This will occur during the exploration program while the borehole is being advanced. No provisions have been made to collect water level data other than the observations made during the advancement of the borings.

The borings will be backfilled immediately after their completion with auger cuttings. Excess auger cuttings will be disposed of at the site by spreading them in the area of each exploration point. If the borings are advanced in an existing paved area, the backfilled holes will be patched at the surface with cold (emulsified) asphaltic patch mixture.

We have not budgeted to restore the site beyond backfilling our boreholes. Please note that backfill material may settle within the borehole locations below the surface after a period of time, and may need additional backfill. We could provide additional backfill applications at your request should settling occur, but this would involve additional fees.

### **Safety Considerations**

We are committed to conduct our work safely. Our field exploration services on this project will be conducted under the guidance of a site-specific work plan that takes into account the information that we know about this site as it relates to access, safety and potential safety hazards. We have not been made aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope considers that standard OSHA Type D Personal Protection Equipment (PPE) is appropriate for this project.

In order to thoroughly address the potential for underground utilities or environmental hazards, and, in order to understand the potential safety hazards associated with our field exploration program, we will create a short job hazard analysis (JHA) document for this project prior to our mobilization. After our mobilization, we will obtain additional information about the site hazards and will be included in our daily tailgate safety meeting records.

### **Laboratory Testing**

Representative soil samples will be tested in our laboratory to determine pertinent physical and engineering characteristics. Testing will include visual classification, moisture content, grain size analyses, unit weight determination, Atterberg limits, California Bearing Ratio (for pavement design), and corrosivity testing (pH, sulfate content, chloride content, and resistivity). Our

laboratory procedures will follow ASTM standards, but in some cases, variations to methods are applied as a result of local practice or professional judgment.

The types or actual number of laboratory tests cannot be predicted. Our fees have been developed with an assumption of typical types and numbers of tests for a project of this nature in this location. The project engineer will review the field data from the exploration, and then assign the types and numbers of tests. In the event additional testing is necessary we will notify you of this need prior to initiating the additional testing.

## Engineering and Project Reporting

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer. The engineer will manage the field exploration and laboratory testing work, review the results, perform the engineering calculations necessary to evaluate foundation and pavement alternatives and develop appropriate engineering design criteria for geotechnical aspects of the project. Specific engineering considerations that will be addressed as a part of our geotechnical services include:

- Stratification in accordance with the Unified Soil Classification System (USCS)
- Groundwater levels, if observed during and after completion drilling
- Provide the seismic characterization for the site
- Develop recommendations for site preparation
- Establish geotechnical parameters for foundation design and type selection
- Establish geotechnical parameters for pool shell design
- Determine appropriate pavement design sections
- Provide other earthwork-related aspects of construction

Our work requires exploration and testing, interaction with other design team members and consideration of options based upon the findings of our exploration. Your project will be delivered using our **GeoReport** system. Upon initiation we will provide you and your design team the necessary link and password to access the website (if you don't already have one). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to all project documents as they are uploaded to the site, and a collaboration portal. A typical delivery process includes three basic stages:

- Stage 1: Project Planning
- Stage 2: Site Characterization
- Stage 3: Geotechnical Engineering

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited

or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we will upload a printable version of our complete final geotechnical engineering report. This includes the professional engineer's seal and signature, which documents our services. All previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

## **Additional Services**

In addition to basic services noted above, the following services are often associated with geotechnical engineering services. Fees for basic services noted above do not include the following:

**Environmental Assessments:** Our scope of services for this project does not include, either specifically or by implication, any environmental assessment of the site intended to identify or quantify potential site contaminants. We can provide a proposal for Environmental Assessment if this is desired.

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of the project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review would include a written statement, which conveys our opinions, related to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Construction Materials:** Development of our geotechnical engineering designs relies on an interpretation of soil conditions based upon widely spaced exploration locations and assumptions that construction methods will be performed in a manner consistent with our expectations and designs developed at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, perform associated materials engineering testing, and provide documentation associated with site preparation, foundation and pavement construction. This allows a more comprehensive understanding of the subsurface conditions as well as necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based on our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base lump sum fee is \$7,600.00.

Our scope of services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

In the event that we encounter unanticipated conditions that would require variation in the scope of work as noted in this proposal, we will notify you of this variation, and we will send a supplemental proposal stating the modified scope of work as well as its impact on our fee.

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service <sup>1</sup>	\$1,200.00	
Plans and Specifications Review	\$500.00	
Construction Materials Testing Services	TBD	
<sup>1</sup> . If the site is developed, and current owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.		

As mentioned previously, fee estimates for an environmental site assessment and construction monitoring and testing can be provided in separate proposals (the latter once the design plans and specifications are released for construction).

### Project Schedule

We developed a schedule to complete the scope of services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Study Task <sup>1</sup>	Task Duration (business days) <sup>2</sup>
Project planning and utility coordination (Stage 1 reporting)	3
Drilling and laboratory testing <sup>3</sup>	4
Site Characterization Data Package (Stage 2 Reporting)	4
Geotechnical Engineering (Stage 3 Reporting - Recommendations)	4
<b>Total Project Duration after Notice-to-Proceed</b>	<b>15 business days (about 3 calendar weeks)</b>

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** collaboration portal with specific, anticipated calendar dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport** collaboration portal. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.
3. The drilling phase is anticipated to take 1 day to complete; our earliest available date of field mobilization is 12/18/2017.

Because the schedule suggested above is tentative and dependent upon receipt of your notice to proceed, we will provide you with a specific schedule of the project at the time of your issuance of notice to proceed. **However, please note that we cannot secure a drilling schedule or mobilize until our proposal is authorized and all notified public utilities respond to our 811 location request.**

Scope of Work for  
Estimating Services  
for  
City of El Paso  
Regional Aquatics Facilities

Prepared for:



**PARKHILL****SMITH****&COOPER**

Prepared By:



December 8, 2017





# CRM Cost Consulting, Inc.

December 8, 2017

Brent Clifford, ASLA  
Parkhill Smith & Cooper  
4222 85<sup>th</sup> Street  
Lubbock, TX 79423

RE: Proposal for Estimating Services for the El Paso Pool Projects

Brent:

The not to exceed amounts for a CD Level Opinion of Probable Cost for the El Paso Pool Projects are as outlined below.

30% CD Level OPC Chelsea Regional Aquatics Facility 16hrs @ \$100/HR	\$ 1,600.00
70% CD Level OPC Chelsea Regional Aquatics Facility 24hrs @ \$100/HR	\$ 2,400.00
30% CD Level OPC Lionel Forti Aquatics Facility 24hrs @ \$100/HR	\$ 2,400.00
70% CD Level OPC Lionel Forti Aquatics Facility 32hrs @ \$100/HR	\$ 3,200.00
30% CD Level OPC Valley Creek Aquatics Facility 24hrs @ \$100/HR	\$ 2,400.00
70% CD Level OPC Valley Creek Aquatics Facility 32hrs @ \$100/HR	\$ 3,200.00
30% CD Level OPC Northeast Aquatics Facility 24hrs @ \$100/HR	\$ 2,400.00
70% CD Level OPC Northeast Aquatics Facility 32hrs @ \$100/HR	\$ 3,200.00
<b>Total</b>	<b>\$20,800.00</b>

Thank you for the opportunity to be of service to you and PSC

Accepted for Parkhill Smith & Cooper

By \_\_\_\_\_

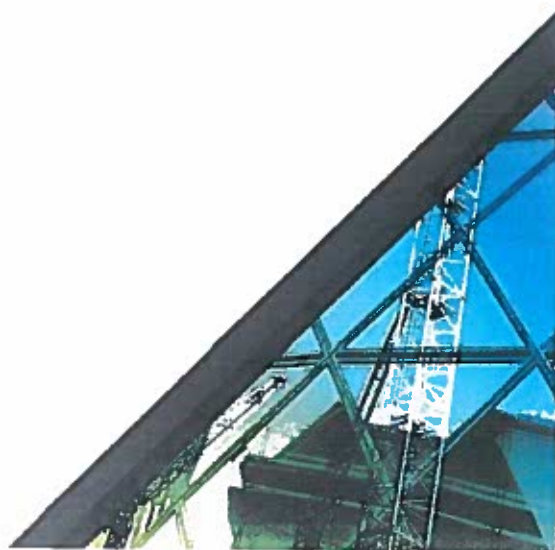
Title \_\_\_\_\_

Regards,



Rick Murphey  
President

6120 87th ST  
Lubbock, TX 79424  
806-781-7500  
806-368-5248



Scope of Work for  
Food Service Design and Consulting  
for  
City of El Paso  
Regional Aquatics Facilities

Prepared for:



PARKHILL SMITH & COOPER

Prepared By:



December 8, 2017



**Profitable Food Facilities**

14026 Donart  
Poway, CA 92064  
Phone: 858-382-7323 Fax: 858-748-7370  
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Web: [www.profitablefood.com](http://www.profitablefood.com)

# **Chelsea Pool Food & Beverage Analysis Concession Design**

**December 27, 2017**



## **Profitable Food Facilities Partnership Proposal**

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14026 Donart Dr.  
Poway, CA 92064

Bus. Phone (858) 748-7333  
FAX (858) 748-7370

Brent Clifford  
Parkhill, Smith & Cooper  
4222 85<sup>th</sup> Street  
Lubbock, TX 79423

### **Re: Proposal- Chelsea Waterpark Project**

December 27, 2017

Dear Brent,

Thank you for contacting me about the CHELSEA waterpark project in El Paso. It is so great to be on the front end of these projects so that we can assist in getting it right from the beginning and look forward to contributing to the ultimate success of this project.

As you know, our experience with captive market food operations is second to none. We have worked with over 480 projects worldwide, including country clubs, golf courses, ski resorts and more than 100 waterparks. There are a number of factors that make family aquatic center food service unique, and the layout of the F&B facility can ultimately determine whether the operation will be profitable, or extremely profitable. We understand the challenges of the waterpark industry and work with your team to present a plan of solutions to determine the best foodservice options and concepts that will maximize efficiency for the least amount of equipment and construction cost at your water park. Given that Profitable Food Facilities does not work for an equipment dealer or sell equipment, you can be assured the products we specify are recommended solely based upon the needs of the business in order to attain the operational goals.

Based upon our discussions and where your team is conceptually with this project, below is Profitable Food Facilities 5 phase proposal to analyze, design and assist in the execution of the resulting ideal food and beverage operational plan for the waterpark.

- Phase I – Food & Beverage Feasibility Analysis
- Phase II – Kitchen Layout and Design
- Phase III – (optional) Equipment Bidding and Negotiation
- Phase IV – (optional) Kitchen Project Management Services



## Phase I:

### Initial 1-2 day site visit

*reduced to 5,900*

**Concept Development:** Our first meeting (1-2 days) will discuss all of the options that we could create for this new venture and all additional food outlets. Local research will also be completed while in the El Paso area. There are several different concepts that could be developed, and our goal is to identify the best potential concession concept(s) and kiosks to create for the least amount of cost and risk. Some of our objectives include:

- **What do we want each concepts to be?** Counter service? Outside window or inside service? How many Kiosk outlets do we need? We understand you want each pool to have its own unique theming and we want to tie in the food and beverage with each theme. Each concept also has its own challenges and opportunities. We will discuss all of the options and come up with the best possible concept(s) recommendations based upon the demographic of your client base and future potential.
- **Feasibility and analysis:** When making these critical decisions on how to move forward allow our team of experts to create a set of recommendations. We do a thorough examination covering concepts, marketing, food and labor costs and overhead costs to insure the concept is viable as well as profitable. We look at the ROI on any construction and equipment purchases and provide you with our analysis as if it were our money being invested. We study the patterns of traffic; potential customer usage, and also discuss the challenges of a seasonal concept to assure a complete and realistic picture.
- **Menu options:** The slogan “menu drives design” is very important in this process. In order to design the space requirements for the kitchen, we need to determine what we will be doing with the concept. We do not sell equipment which provides peace of mind that the kitchen design is created for maximum efficiency for the least amount of cost.
- **Initial Visit Management Wrap Up:** We incorporate a meeting with your team on the last afternoon to conclude the initial engagement. The goal of this presentation will be to offer our recommendations and address any questions. Your team will be left with a clear vision in order to make informed decisions regarding the direction of your food & beverage operation.
- **Consultation and Assistance:** We act as an advisor and a partner throughout this process. Because of our success in the food and beverage industry and our wealth of experience, we share the concepts, programs and operating tools necessary to succeed. The shared knowledge and guidance provided saves tens of thousands of dollars in both design and ongoing operating costs. We pave the path to raising hundreds of thousands of revenue dollars and future profits.
- **Final Report:** Analysis includes the following:
  - Review of possible revenue generation at the location
  - Review of costs associated with the location
  - Suggested menu for each site and kiosk
  - Review concepts and design
  - Facility challenges and opportunities



**Phase II: Main Kitchen Layout & Design:  
Kiosk Designs, Outdoor BBQ (All Designs)**

*reduced to* **\$8,900  
\$2,900 for all**

Our goal with this phase is to ensure you get the equipment that you need, nothing more, nothing less. Kitchens have so many options on what pieces are used that we typically see an excess of 15%-30% in equipment cost when we are not involved. In addition, it is critical that the kitchen has a layout that is efficient so that the food is prepared in a timely manner. Labor costs are a major component of the kitchen design and factored in to optimize staffing necessary to execute and deliver high quality, efficient service.

This phase includes the following deliverables:

- Work with the PSC waterpark design team to coordinate the final layouts, insuring they are completed on a timely basis.
- A CAD layout of the kitchen, prep areas, and food storage areas, including any remote locations for specified pieces of equipment. Specs will be placed on the drawings.
- An equipment schedule numbered for each piece of equipment for all areas.
- A specific list of utility requirements for each piece of equipment. This will include the approximate location and height for each power outlet or connection.
- Consultations with you and your team on an on-going basis.
- A consultation with the electrical and plumbing consultants and/or general contractor on the project requirements. This includes floor drains, floor sinks, and water specifications.
- Research of local health codes and adherence to these requirements to the best of our abilities.
- Architectural notes indicating flooring, floor sink locations, etc. will be included.
- Assistance in designing the condiment areas, and review of surface materials for ease of operation



Our goal is to create a concession that will produce a \$6.00 per cap per guest creating more than 1/2 million in revenue. By working with PFFW, when we help you lower your food cost by 2% as well as your labor cost by 2%, then **our fees are paid for in the first year of operations.**

By completing the initial study in the next few months, I am confident you will understand the best options for maximizing sales and profits as you face decisions regarding the future of this project.

Lastly, I know and understand that time is of the essence. We understand that if we are engaged, that drawings need to be returned promptly and we look forward to working with your team with velocity to complete this phase within your time requirements.

If you have any additional questions, please don't hesitate to call. Thanks again. We appreciate your interest in Profitable Food Facilities and look forward to working with you and your team on this project.

Sincerely,

*Mike Holtzman*

Mike Holtzman  
Profitable Food Facilities



### **Phase III: (optional) Kitchen Equipment Bidding/Bid Negotiation: \$3,900**

PFFW knows and understands the prices of kitchen equipment and will acquire 3 bids from local and international dealers. Then we will "beat up" the kitchen equipment pricing and their installation costs. We are on YOUR team and our experience is invaluable in this phase of the process. PFFW will easily recover its fees in equipment bidding by negotiating with the vendors on your behalf. Once the kitchen plans are complete, PFFW will assist with the following information:

- PFFW will acquire a minimum of 3 bids from equipment vendors for the kitchen
- PFFW will provide an equipment specification sheet to the PSC waterpark team detailing the cost of each piece of equipment and associated installation costs for the project. We will then set up a conference call to discuss final pricing.
- PFFW will analyze the equipment bids and assist in the negotiations to minimize the price of the project.
- PFFW will make recommendations for final equipment vendor selection.
- PFFW will provide bulletins and communications concerning any changes or clarifications on the food service plans to the client.

### **Phase IV: Kitchen Project Management Services \$7,900 / 2-3 visits** *(OPTIONAL—travel expenses billed separately)*

PFFW is your liaison to facilitate the installation of your kitchen. This phase is critical to the success of the implementation of the final kitchen design. PFFW offers Project Management Services to facilitate the process of coordinating the electrician, plumber, HVAC, equipment dealer, and other service providers involved in the kitchen remodel. Every kitchen has many questions and ongoing meetings that take place over several months. Working in conjunction with PSC and the city of El Paso appointed in-house lead, PFFW will manage the coordination of the trades for efficient implementation.

The site visits include initial MEP meetings that will save thousands of dollars in change orders and minimize costly construction delays.

- Coordinate and attend construction coordination meetings by phone or at the site as needed to keep the project on timeline.
- Review shop drawings for approval prior to construction of any specified custom fabricated fixtures or equipment.
- Review equipment cut sheets for all kitchen areas prior to ordering.
- During the site visits, verify utility installations at the site and document any deviations or discrepancies.
- Notify the client in writing of any deviations from approved design and or construction documents.

## Notes for Phase 1 - 4

<i>Phase 1: Consulting Fee</i>	<i>\$5,900</i>
<i>Phase 2: Design Fees</i>	<i>\$8,900 + \$2,900</i>
<i>Phase 3: Equipment Bidding</i>	<i>\$3,900</i>
<i>Phase 4: Construction Management</i>	<i>\$7,900</i>
<i>Ongoing conference calls</i>	<i>INCLUDED</i>
<i>Travel Expenses:</i>	<i>\$2,900</i>
<i>Total Fees:</i>	<i>\$29,500 + \$2,900 travel</i>
<b><i>Total Fees with Travel</i></b>	<b><i>\$32,400</i></b>

These fees include all the preliminary work and analysis, our time on site, travel time and a comprehensive follow-up report and completed kitchen plans as noted

- A detailed follow-up report will be provided within 2 – 3 weeks after the site visit.
- Consulting Fees, ½ of the design fees and travel expenses are due prior to our departure after the initial visit
- Balance of the design fees are due 10 days after sending the final plans
- Balance of Fees are due as the project progresses
- Expenses include airfare, hotel, taxi, airport parking and daily per diem

### Liability limitation:

The Parkhill, Smith & Cooper (PSC) and Profitable Food Facilities Worldwide (PFFW) have discussed the risks, rewards and benefits of the project and PFFW's total fee for services. The risks have been allocated such that PSC agrees that to the fullest extent permitted by law, PFFW's total liability to PSC or owner/client for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this agreement from any cause or causes shall not exceed the project fee. Such causes include but are not limited to PFFW's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Mike Holtzman

Signature of PFFW Representative

12/27/17

Date

\_\_\_\_\_  
Signature of PSC Representative

\_\_\_\_\_  
Date

Note: Upon approval, please Sign and scan or fax back. Thanks

**Profitable Food Facilities**

14026 Donart  
Poway, CA 92064  
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E-Mail: [mike@profitablefood.com](mailto:mike@profitablefood.com)  
Web: [www.profitablefood.com](http://www.profitablefood.com)

# **Lionel Forti Pool Food & Beverage Analysis Concession Design**

**December 27, 2017**





## **Profitable Food Facilities Partnership Proposal**

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FAX (858) 748-7370

Brent Clifford  
Parkhill, Smith & Cooper  
4222 85<sup>th</sup> Street  
Lubbock, TX 79423

### **Re: Proposal- Lionel Forti Waterpark Project**

December 27, 2017

Dear Brent,

Thank you for contacting me about the LIONEL FORTI waterpark project in El Paso. It is so great to be on the front end of these projects so that we can assist in getting it right from the beginning and look forward to contributing to the ultimate success of this project.

As you know, our experience with captive market food operations is second to none. We have worked with over 480 projects worldwide, including country clubs, golf courses, ski resorts and more than 100 waterparks. There are a number of factors that make family aquatic center food service unique, and the layout of the F&B facility can ultimately determine whether the operation will be profitable, or extremely profitable. We understand the challenges of the waterpark industry and work with your team to present a plan of solutions to determine the best foodservice options and concepts that will maximize efficiency for the least amount of equipment and construction cost at your water park. Given that Profitable Food Facilities does not work for an equipment dealer or sell equipment, you can be assured the products we specify are recommended solely based upon the needs of the business in order to attain the operational goals.

Based upon our discussions and where your team is conceptually with this project, below is Profitable Food Facilities 5 phase proposal to analyze, design and assist in the execution of the resulting ideal food and beverage operational plan for the waterpark.

- Phase I – Food & Beverage Feasibility Analysis
- Phase II – Kitchen Layout and Design
- Phase III – (optional) Equipment Bidding and Negotiation
- Phase IV – (optional) Kitchen Project Management Services



## Phase I:

*reduced to 5,900*

### Initial 1-2 day site visit

**Concept Development:** Our first meeting (1-2 days) will discuss all of the options that we could create for this new venture and all additional food outlets. Local research will also be completed while in the El Paso area. There are several different concepts that could be developed, and our goal is to identify the best potential concession concept(s) and kiosks to create for the least amount of cost and risk. Some of our objectives include:

- **What do we want each concepts to be?** Counter service? Outside window or inside service? How many Kiosk outlets do we need? We understand you want each pool to have its own unique theming and we want to tie in the food and beverage with each theme. Each concept also has its own challenges and opportunities. We will discuss all of the options and come up with the best possible concept(s) recommendations based upon the demographic of your client base and future potential.
- **Feasibility and analysis:** When making these critical decisions on how to move forward allow our team of experts to create a set of recommendations. We do a thorough examination covering concepts, marketing, food and labor costs and overhead costs to insure the concept is viable as well as profitable. We look at the ROI on any construction and equipment purchases and provide you with our analysis as if it were our money being invested. We study the patterns of traffic; potential customer usage, and also discuss the challenges of a seasonal concept to assure a complete and realistic picture.
- **Menu options:** The slogan “menu drives design” is very important in this process. In order to design the space requirements for the kitchen, we need to determine what we will be doing with the concept. We do not sell equipment which provides peace of mind that the kitchen design is created for maximum efficiency for the least amount of cost.
- **Initial Visit Management Wrap Up:** We incorporate a meeting with your team on the last afternoon to conclude the initial engagement. The goal of this presentation will be to offer our recommendations and address any questions. Your team will be left with a clear vision in order to make informed decisions regarding the direction of your food & beverage operation.
- **Consultation and Assistance:** We act as an advisor and a partner throughout this process. Because of our success in the food and beverage industry and our wealth of experience, we share the concepts, programs and operating tools necessary to succeed. The shared knowledge and guidance provided saves tens of thousands of dollars in both design and ongoing operating costs. We pave the path to raising hundreds of thousands of revenue dollars and future profits.
- **Final Report:** Analysis includes the following:
  - Review of possible revenue generation at the location
  - Review of costs associated with the location
  - Suggested menu for each site and kiosk
  - Review concepts and design
  - Facility challenges and opportunities



**Phase II: Main Kitchen Layout & Design:**  
**Kiosk Designs, Outdoor BBQ (All Designs)**

*reduced to* **\$8,900**  
**\$2,900 for all**

Our goal with this phase is to ensure you get the equipment that you need, nothing more, nothing less. Kitchens have so many options on what pieces are used that we typically see an excess of 15%-30% in equipment cost when we are not involved. In addition, it is critical that the kitchen has a layout that is efficient so that the food is prepared in a timely manner. Labor costs are a major component of the kitchen design and factored in to optimize staffing necessary to execute and deliver high quality, efficient service.

This phase includes the following deliverables:

- Work with the PSC waterpark design team to coordinate the final layouts, insuring they are completed on a timely basis.
- A CAD layout of the kitchen, prep areas, and food storage areas, including any remote locations for specified pieces of equipment. Specs will be placed on the drawings.
- An equipment schedule numbered for each piece of equipment for all areas.
- A specific list of utility requirements for each piece of equipment. This will include the approximate location and height for each power outlet or connection.
- Consultations with you and your team on an on-going basis.
- A consultation with the electrical and plumbing consultants and/or general contractor on the project requirements. This includes floor drains, floor sinks, and water specifications.
- Research of local health codes and adherence to these requirements to the best of our abilities.
- Architectural notes indicating flooring, floor sink locations, etc. will be included.
- Assistance in designing the condiment areas, and review of surface materials for ease of operation



Our goal is to create a concession that will produce a \$6.00 per cap per guest creating more than 1/2 million in revenue. By working with PFFW, when we help you lower your food cost by 2% as well as your labor cost by 2%, then **our fees are paid for in the first year of operations.**

By completing the initial study in the next few months, I am confident you will understand the best options for maximizing sales and profits as you face decisions regarding the future of this project.

Lastly, I know and understand that time is of the essence. We understand that if we are engaged, that drawings need to be returned promptly and we look forward to working with your team with velocity to complete this phase within your time requirements.

If you have any additional questions, please don't hesitate to call. Thanks again. We appreciate your interest in Profitable Food Facilities and look forward to working with you and your team on this project.

Sincerely,

*Mike Holtzman*

Mike Holtzman  
Profitable Food Facilities



### **Phase III: Kitchen Equipment Bidding/Bid Negotiation: \$3,900**

PFFW knows and understands the prices of kitchen equipment and will acquire 3 bids from local and international dealers. Then we will "beat up" the kitchen equipment pricing and their installation costs. We are on YOUR team and our experience is invaluable in this phase of the process. PFFW will easily recover its fees in equipment bidding by negotiating with the vendors on your behalf. Once the kitchen plans are complete, PFFW will assist with the following information:

- PFFW will acquire a minimum of 3 bids from equipment vendors for the kitchen
- PFFW will provide an equipment specification sheet to the PSC waterpark team detailing the cost of each piece of equipment and associated installation costs for the project. We will then set up a conference call to discuss final pricing.
- PFFW will analyze the equipment bids and assist in the negotiations to minimize the price of the project.
- PFFW will make recommendations for final equipment vendor selection.
- PFFW will provide bulletins and communications concerning any changes or clarifications on the food service plans to the client.

### **Phase IV: Kitchen Project Management Services \$7,900 / 2-3 visit**

PFFW is your liaison to facilitate the installation of your kitchen. This phase is critical to the success of the implementation of the final kitchen design. PFFW offers Project Management Services to facilitate the process of coordinating the electrician, plumber, HVAC, equipment dealer, and other service providers involved in the kitchen remodel. Every kitchen has many questions and ongoing meetings that take place over several months. Working in conjunction with PSC and the city of El Paso appointed in-house lead, PFFW will manage the coordination of the trades for efficient implementation.

The site visits include initial MEP meetings that will save thousands of dollars in change orders and minimize costly construction delays.

- Coordinate and attend construction coordination meetings by phone or at the site as needed to keep the project on timeline.
- Review shop drawings for approval prior to construction of any specified custom fabricated fixtures or equipment.
- Review equipment cut sheets for all kitchen areas prior to ordering.
- During the site visits, verify utility installations at the site and document any deviations or discrepancies.
- Notify the client in writing of any deviations from approved design and or construction documents.

## Notes for Phase 1 - 4

<i>Phase 1: Consulting Fee</i>	<i>\$5,900</i>
<i>Phase 2: Design Fees</i>	<i>\$8,900 + \$2,900</i>
<i>Phase 3: Equipment Bidding</i>	<i>\$3,900</i>
<i>Phase 4: Construction Management</i>	<i>\$7,900</i>
<i>Ongoing conference calls</i>	<i>INCLUDED</i>
<i>Travel Expenses:</i>	<i>\$2,900</i>
<i>Total Fees:</i>	<i>\$29,500 + \$2,900 travel</i>
<b><i>Total Fees with Travel</i></b>	<b><i>\$32,400</i></b>

These fees include all the preliminary work and analysis, our time on site, travel time and a comprehensive follow-up report and completed kitchen plans as noted

- A detailed follow-up report will be provided within 2 – 3 weeks after the site visit.
- Consulting Fees, ½ of the design fees and travel expenses are due prior to our departure after the initial visit
- Balance of the design fees are due 10 days after sending the final plans
- Balance of Fees are due as the project progresses
- Expenses include airfare, hotel, rental car/uber, airport parking and daily per diem

### Liability limitation:

The Parkhill, Smith & Cooper (PSC) and Profitable Food Facilities Worldwide (PFFW) have discussed the risks, rewards and benefits of the project and PFFW's total fee for services. The risks have been allocated such that PSC agrees that to the fullest extent permitted by law, PFFW's total liability to PSC or owner/client for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this agreement from any cause or causes shall not exceed the project fee. Such causes include but are not limited to PFFW's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Mike Holtzman

12/27/17

Signature of PFFW Representative

Date

\_\_\_\_\_  
Signature of PSC Representative

\_\_\_\_\_  
Date

Note: Upon approval, please Sign and scan or fax back. Thanks

**El Paso Site #3 (TBD)  
Food & Beverage Analysis  
Concession Design**

**December 27, 2017**



## **Profitable Food Facilities Partnership Proposal**

---

14026 Donart Dr.  
Poway, CA 92064

Bus. Phone (858) 748-7333  
FAX (858) 748-7370

Brent Clifford  
Parkhill, Smith & Cooper  
4222 85<sup>th</sup> Street  
Lubbock, TX 79423

### **Re: Proposal- Site #3 Waterpark Project (TBD)**

December 27, 2017

Dear Brent,

Thank you for contacting me about the new El Paso waterpark project (Site #3 TBD) in El Paso, Texas. It is so great to be on the front end of these projects so that we can assist in getting it right from the beginning and look forward to contributing to the ultimate success of this project.

As you know, our experience with captive market food operations is second to none. We have worked with over 480 projects worldwide, including country clubs, golf courses, ski resorts and more than 100 waterparks. There are a number of factors that make family aquatic center food service unique, and the layout of the F&B facility can ultimately determine whether the operation will be profitable, or extremely profitable. We understand the challenges of the waterpark industry and work with your team to present a plan of solutions to determine the best foodservice options and concepts that will maximize efficiency for the least amount of equipment and construction cost at your water park. Given that Profitable Food Facilities does not work for an equipment dealer or sell equipment, you can be assured the products we specify are recommended solely based upon the needs of the business in order to attain the operational goals.

Based upon our discussions and where your team is conceptually with this project, below is Profitable Food Facilities 5 phase proposal to analyze, design and assist in the execution of the resulting ideal food and beverage operational plan for the waterpark.

Phase I – Food & Beverage Feasibility Analysis

Phase II – Kitchen Layout and Design

Phase III – (optional) Equipment Bidding and Negotiation

Phase IV – (optional) Kitchen Project Management Services





## Phase I:

### Initial 1-2 day site visit

*reduced to 5,900*

**Concept Development:** Our first meeting (1-2 days) will discuss all of the options that we could create for this new venture and all additional food outlets. Local research will also be completed while in the El Paso area. There are several different concepts that could be developed, and our goal is to identify the best potential concession concept(s) and kiosks to create for the least amount of cost and risk. Some of our objectives include:

- **What do we want each concepts to be?** Counter service? Outside window or inside service? How many Kiosk outlets do we need? We understand you want each pool to have its own unique theming and we want to tie in the food and beverage with each theme. Each concept also has its own challenges and opportunities. We will discuss all of the options and come up with the best possible concept(s) recommendations based upon the demographic of your client base and future potential.
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  - Review concepts and design
  - Facility challenges and opportunities



**Phase II: Main Kitchen Layout & Design:  
Kiosk Designs, Outdoor BBQ (All Designs)**

*reduced to* **\$8,900  
\$2,900 for all**

Our goal with this phase is to ensure you get the equipment that you need, nothing more, nothing less. Kitchens have so many options on what pieces are used that we typically see an excess of 15%-30% in equipment cost when we are not involved. In addition, it is critical that the kitchen has a layout that is efficient so that the food is prepared in a timely manner. Labor costs are a major component of the kitchen design and factored in to optimize staffing necessary to execute and deliver high quality, efficient service.

This phase includes the following deliverables:

- Work with the PSC waterpark design team to coordinate the final layouts, insuring they are completed on a timely basis.
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### **Phase III: (optional) Kitchen Equipment Bidding/Bid Negotiation: \$3,900**

PFFW knows and understands the prices of kitchen equipment and will acquire 3 bids from local and international dealers. Then we will "beat up" the kitchen equipment pricing and their installation costs. We are on YOUR team and our experience is invaluable in this phase of the process. PFFW will easily recover its fees in equipment bidding by negotiating with the vendors on your behalf. Once the kitchen plans are complete, PFFW will assist with the following information:

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- PFFW will make recommendations for final equipment vendor selection.
- PFFW will provide bulletins and communications concerning any changes or clarifications on the food service plans to the client.

### **Phase IV: Kitchen Project Management Services \$7,900 / 2-3 visits** *(OPTIONAL—travel expenses billed separately)*

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- Review equipment cut sheets for all kitchen areas prior to ordering.
- During the site visits, verify utility installations at the site and document any deviations or discrepancies.

Notify the client in writing of any deviations from approved design and or construction documents.



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By completing the initial study in the next few months, I am confident you will understand the best options for maximizing sales and profits as you face decisions regarding the future of this project.

Lastly, I know and understand that time is of the essence. We understand that if we are engaged, that drawings need to be returned promptly and we look forward to working with your team with velocity to complete this phase within your time requirements.

If you have any additional questions, please don't hesitate to call. Thanks again. We appreciate your interest in Profitable Food Facilities and look forward to working with you and your team on this project.

Sincerely,

*Mike Holtzman*

Mike Holtzman  
Profitable Food Facilities



### Notes for Phase 1 - 4

<i>Phase 1: Consulting Fee</i>	<i>\$5,900</i>
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<i>Phase 3: Equipment Bidding</i>	<i>\$3,900</i>
<i>Phase 4: Construction Management</i>	<i>\$7,900</i>
<i>Ongoing conference calls</i>	<i>INCLUDED</i>
<i>Travel Expenses:</i>	<i>\$2900</i>
 <i>Total Fees:</i>	 <i>\$29,500 + \$2,900 travel</i>
 <i>Total Fees with Travel</i>	 <i>\$32,400</i>

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*Mike Holtzman*

12/27/17

Signature of PFFW Representative

Date

\_\_\_\_\_  
Signature of PSC Representative

\_\_\_\_\_  
Date

Note: Upon approval, please Sign and scan or fax back. Thanks

**El Paso Site #4 (TBD)  
Food & Beverage Analysis  
Concession Design**

**December, 2017**



## **Profitable Food Facilities Partnership Proposal**

---

14026 Donart Dr.  
Poway, CA 92064

Bus. Phone (858) 748-7333  
FAX (858) 748-7370

Brent Clifford  
Parkhill, Smith & Cooper  
4222 85<sup>th</sup> Street  
Lubbock, TX 79423

### **Re: Proposal- Site #4 Waterpark Project (TBD)**

December 27, 2017

Dear Brent,

Thank you for contacting me about the new El Paso waterpark project (Site #4 TBD) in El Paso, Texas. It is so great to be on the front end of these projects so that we can assist in getting it right from the beginning and look forward to contributing to the ultimate success of this project.

As you know, our experience with captive market food operations is second to none. We have worked with over 480 projects worldwide, including country clubs, golf courses, ski resorts and more than 100 waterparks. There are a number of factors that make family aquatic center food service unique, and the layout of the F&B facility can ultimately determine whether the operation will be profitable, or extremely profitable. We understand the challenges of the waterpark industry and work with your team to present a plan of solutions to determine the best foodservice options and concepts that will maximize efficiency for the least amount of equipment and construction cost at your water park. Given that Profitable Food Facilities does not work for an equipment dealer or sell equipment, you can be assured the products we specify are recommended solely based upon the needs of the business in order to attain the operational goals.

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- Phase I – Food & Beverage Feasibility Analysis
- Phase II – Kitchen Layout and Design
- Phase III – (optional) Equipment Bidding and Negotiation
- Phase IV – (optional) Kitchen Project Management Services



## Phase I:

*reduced to 5,900*

### Initial 1-2 day site visit

**Concept Development:** Our first meeting (1-2 days) will discuss all of the options that we could create for this new venture and all additional food outlets. Local research will also be completed while in the El Paso area. There are several different concepts that could be developed, and our goal is to identify the best potential concession concept(s) and kiosks to create for the least amount of cost and risk. Some of our objectives include:

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  - Facility challenges and opportunities





**Phase II: Main Kitchen Layout & Design:  
Kiosk Designs, Outdoor BBQ (All Designs)**

*reduced to \$8,900  
\$2,900 for all*

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Sincerely,

*Mike Holtzman*

Mike Holtzman  
Profitable Food Facilities



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*Mike Holtzman*

12/27/17

Signature of PFFW Representative

Date

\_\_\_\_\_  
Signature of PSC Representative

\_\_\_\_\_  
Date

Note: Upon approval, please Sign and scan or fax back. Thanks

**ATTACHMENT "B"**  
**CONSULTANT'S FEE PROPOSAL AND HOURLY RATES**





City of El Paso

# REGIONAL AQUATIC FACILITIES

Fee Proposal | January 2018

**PSC** PARKHILLSMITH&COOPER

**WTI**

WATER TECHNOLOGY INC.

Ms. Monica Castrejon, AAIA, LI, CNU-a  
Project Manager  
Capital Improvement Department  
218 N. Campbell, Second Floor  
El Paso, Texas 79901

January 4, 2018

Re: City of El Paso Regional Aquatic Facilities Project  
Fee Proposal for Architectural and Engineering Services

Dear Ms. Castrejon:

Enclosed, please find our revised fee proposal for the City of El Paso Regional Aquatic Facilities Project, Architectural and Engineering Services. This fee proposal is based on the Scope of Services as described in the Request for Statement of Qualifications (RFQ). Please note this fee proposal reflects changes and additions to the scope as discussed during our scoping meeting of November 30, 2017 and telephone conference of December 22, 2017. Those changes are summarized as follows:

1. Consultant will provide a scope and fee for architectural and engineering services for all four sites.
2. Consultant will provide site selection analysis for District 1 (northwest) site.
3. A Preliminary Design Phase Submittal will not be required. Consultant shall proceed from Schematic Design into Design Development.
4. The services of a Concessions Consultant will be added.
5. Consultant will provide pool classifications, policies and procedures and an analysis for each that addresses life guard staffing, mechanical operations and maintenance and staff training for pool equipment.
6. Wayfinding, Branding, Theming and Graphic Design will be handled separately and will not be part of this scope.

#### **Project Team**

Parkhill, Smith & Cooper Inc. is the prime consultant for this project and is supported by the following specialty consultants:

- Water Technology Inc.
- Datacom Design Group
- Terracon
- CRM Cost Consulting
- Profitable Food Facilities

Hourly rates and a detailed breakdown of each team member's fee is included.

**Summary of Proposed Scope**

Please reference the fee sheets included for further detail on our proposed scope. Key items include:

1. Schematic design, including presentations to the City of El Paso
2. Design development, including presentations to the City of El Paso and public outreach
3. Construction documents, including presentations to the City of El Paso
4. Coordination during design phases with CMAR
5. Construction Administration (CA) during construction
6. Project closeout/commissioning
7. 11-month warranty review
8. Architectural design
9. Site master planning
10. Interior design
11. Presentation drawings for Owner's use, including 3D modeling similar to "Sketch-Up"
12. Landscape design (hardscape and planting)
13. Civil Engineering
14. Mechanical and Plumbing Engineering
15. Fire Protection Engineering
16. Electrical Engineering
17. ADA design
18. Life safety and code analysis
19. Acoustical design
20. Public outreach, including coordination, presentation and report
21. Energy modeling, building systems analysis and commissioning as required for Two-Green Globes certification
22. Project commissioning and Two-Green Globes certification, including cost of project registration and certification
23. Building Information Modeling (BIM) for all design phases
24. LED dynamic lighting design with coordinated sound system design
25. Underwater speaker design
26. Exterior and parking lighting design
27. Concessions and food services design
28. Furniture, fixtures and equipment (FF&E) coordination
29. Security system design, including access control, intrusion detection, CCTV Surveillance and recording and Kronos clock installation
30. Video display design, including scoreboard (body tube slide timing system), exterior marquee and advertising displays
31. Telecommunication design, including converged network, high density Wi-Fi and neutral host DAS
32. Submittal of construction drawings to Building Permits and Inspections for review and permitting
33. Submit all utility clearance letters from each utility company

**Fee Summary**

PSC is pleased to submit the following fee summary for the City of El Paso's consideration:

Phase 1 – Design/Construction Administration (Chelsea and Lionel Forti)	\$728,881.00
Phase 2 – Design/Construction Administration (Sites No. 3 and No. 4)	\$788,788.00
<b>Project Total</b>	<b>\$1,517,669.00</b>



Please call me at 915.533.6811 with any questions. Thank you again for this opportunity.

Sincerely,

A handwritten signature in blue ink, reading "Marcelino N. Trujillo". The signature is fluid and cursive, with the first name "Marcelino" being more prominent and the last name "Trujillo" following in a similar style.

Marcelino N. "Marcy" Trujillo, PE  
Principal-in-Charge  
PARKHILL, SMITH & COOPER, INC.

MNT/dg  
Enclosures

El Paso Regional Aquatic Facilities Fee Breakdown (Rev 2 - 12/22/17)		
Phase 1 - Chelsea / Lionel Forti		
FIRM	TASK	FEE
PSC	Architectural (1ARC)	\$ 73,862.00
	Interiors (2INT)	\$ 18,304.00
	Mechanical (3MNP)	\$ 26,628.00
	Electrical (4ELE)	\$ 23,933.00
	Structural (5STR)	\$ 35,568.00
	Landscape (6LSC)	\$ 77,357.00
	Civil (CIV)	\$ 81,833.00
WTI		\$ 279,238.00
DATAKOM		\$ 37,758.00
TERRACON		
CRM		\$ 9,600.00
PFF		\$ 64,800.00
TOTAL PHASE 1 FEE		\$ 728,881.00
Phase 2 - Sites No. 3 & No. 4		
FIRM	TASK	FEE
PSC	Architectural (1ARC)	\$ 74,716.00
	Interiors (2INT)	\$ 18,304.00
	Mechanical (3MNP)	\$ 26,628.00
	Electrical (4ELE)	\$ 23,933.00
	Structural (5STR)	\$ 35,568.00
	Landscape (6LSC)	\$ 85,297.00
	Civil (CIV)	\$ 100,584.00
WTI		\$ 294,300.00
DATAKOM		\$ 37,758.00
TERRACON		\$ 15,700.00
CRM		\$ 11,200.00
PFF		\$ 64,800.00
TOTAL PHASE 2 FEE		\$ 788,788.00
TOTAL FEE		\$ 1,517,669.00

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12-2017-08  
 TASK: IARC  
 DATE: 12/22/17



FEE TYPE: Lump Sum  
 PREPARED BY: BNC  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<u>\$73,862</u>	<b>LABOR:</b>	<u>\$73,862</u>
<b>LABOR:</b>	<u>\$73,862</u>	<b>DIRECTS:</b>	<u>                    </u>
<b>REIMBURSABLE CONSULTANTS:</b>	<u>                    </u>	<b>SUBTOTAL:</b>	<u>\$73,862</u>
<b>REIMBURSABLE EXPENSES:</b>	<u>                    </u>	<b>REIMB:</b>	<u>                    </u>
<b>DIRECT CONSULTANTS:</b>	<u>                    </u>	<b>TOTAL FEE:</b>	<u>\$73,862</u>
<b>DIRECT EXPENSES:</b>	<u>                    </u>		

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Sr Practice Leader Arch	A2	PL VI	28	\$228.00	\$6,384
Project Arch	A9	PL IV	217	\$144.00	\$31,248
Arch Intern III-2	B3	PL IV	292	\$107.00	\$31,244
Word Processor	W6	SS II	7	\$79.00	\$553
Clerical Supervisor	W2	PL I	7	\$99.00	\$693
Project Assistant (PASS) II	P4	SS III	34	\$110.00	\$3,740

FEE ESTIMATING SHEET		PROJECT		COEP Regional Aquatic Facilities		JOB NO		12-2017-08		TASK		IARC			
CHELSEA AND LIONEL FORTI ONLY															
SALARY		Discipline, Title, Labor Code, Rates													
Staff Initials (optional) -->		1		2		3		4		5		6		7	
		BN	CC	EG	AS	WP	LD								
Staff Discipline -->		Arch/QAQC	Arch	Arch	CADD_PASS_	CADD_PASS_	CADD_PASS_								
Staff Title -->		Sr Practice		Arch Intern III-	Word	Clerical	Clerical	Project							
Support Staff (SS) or Professional Level (PL)-->		Leader Arch	Project Arch	2	Processor	Supervisor	Supervisor	Assistant							
Labor Code -->		PL VI	PL IV	PL IV	SS II	PL I	SS III								
Billing Rate -->		A2	A9	B3	W6	W2	P4								
		\$228.00	\$144.00	\$107.00	\$79.00	\$99.00	\$110.00								
TASK		Trips												TOTAL	
CHELSEA AND LIONEL FORTI ONLY															
TASK 100-Schematic Design (15%)															
100.01 Internal - Project File setup				1	2									3	
100.02 Information Gathering / Site Analysis	1			4	9									13	
100.03 SD Design Phase		2		30	40									72	
100.04 Submit SD Package to COEP				1							1			2	
100.05 Attend COEP Review Mtg	1			6										6	
100.06 Presentation to DRC, BOAC, PB	1			6										6	
100.07 Prepare & Distribute Mtg Minutes															
TASK 200 - Design Development (30%)															
200.01 DD Design Phase		2		30	54									86	
200.02 Opinion of Probable Cost				2	4									6	
200.03 Submit DD Package to COEP				3							1			4	
200.04 Attend COEP Review mtg	1			6										6	
200.05 Attend CMAR/GMP Review mtg															
200.06 Prepare & Distribute Mtg Minutes															
TASK 300 - Pre-Final Design (90%)															
300.01 Prepare CDS & Specifications				30	54	3	2			1				90	
300.02 Opinion of Probable Cost				2	4									6	
300.03 Perform internal QA/QC		12		1										13	
300.04 Incorporate QA/QC comments				4	10									14	
300.05 Submit PFD to COEP				1						1				2	
300.06 Attend COEP Review mtg	1			6										6	
300.07 Public Outreach Mtg	1			6										6	
300.08 Prepare & Distribute Mtg Minutes															
TASK 400 - Final Design (100%)															
400.01 Review & Incorporate PFD Comments				20	40									60	
400.02 Perform internal QA/QC		12		1										13	
400.03 Incorporate QA/QC comments				2	8										
400.04 Submit FD to COEP				1	1					1				3	
400.05 Attend COEP Review mtg	1			6										6	
400.06 Prepare & Distribute Mtg Minutes															
400.07 Incorporate Final Review Comments				2	4									6	
400.08 Final, Sign & Seal Docs-Submit to City				2	4		2			2				10	
TASK 500 - Bid Phase Services															
500.01 Attend Pre-Bid Meeting				6	4									10	
500.02 Answer Bidder Questions				2	8		2			2				14	
500.03 Assist in Prep of Addenda					8						2			10	
500.04 Finalize Construction Set for CMAR															
TASK 600 - Construction Phase Services															
600.01 Answer RFIs				4	10						3			17	
600.02 Submittal Reviews				8	10						4			22	
600.03 Project Walkthroughs				8	14										
600.04 Substantial Walkthrough/Punchlist				8						4				12	
600.05 Attend Final Walkthrough/Punchlist				8			4		1	4				17	
600.06 Prepare Record/Closeout dwgs					4					8				12	
BUDGET SUBTOTALS															
HOURS/	Trips -	7	28	217	292	7	7	34						585	
SALARY			\$6,384	\$31,248	\$31,244	\$553	\$693	\$3,740						\$73,862	

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**



LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12-2017-08  
 TASK: 2INT  
 DATE: 12/08/18

FEE TYPE: Lump Sum  
 PREPARED BY: BNC  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<b><u>\$18,304</u></b>	LABOR:	<u>\$18,304</u>
LABOR	<u>\$18,304</u>	DIRECTS	<u>          </u>
REIMBURSABLE CONSULTANTS	<u>          </u>	SUBTOTAL:	<u>\$18,304</u>
REIMBURSABLE EXPENSES	<u>          </u>	REIMB	<u>          </u>
DIRECT CONSULTANTS	<u>          </u>		
DIRECT EXPENSES	<u>          </u>	<b>TOTAL FEE:</b>	<b><u>\$18,304</u></b>

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Prof Interior Designer I	D6	PL III	144	\$119.00	\$17,136
Word Processor	W6	SS II	1	\$79.00	\$79
Clerical Supervisor	W2	PL I	1	\$99.00	\$99
Project Assistant (PASS) II	P4	SS III	9	\$110.00	\$990

FEE ESTIMATING SHEET		PROJECT		COEP Regional Aquatic Facilities		JOB NO.		12-2017-08		TASK		DNT	
CHELSEA AND LIONEL FORTI ONLY													
SALARY		Discipline, Title, Labor Code, Rates											
Staff Initials (optional) -->		1	2	3	4	5	6	7					
		JF	AS	WP	LD								
Staff Discipline -->		INTERIOR_	CADD_PASS_	CADD_PASS_	CADD_PASS_								
		DESIGN	Clerical	Clerical	Clerical								
Staff Title -->		Prof Interior	Word	Clerical	Project								
Support Staff (SS) or Professional Level (PL) -->		Designer I	Processor	Supervisor	Assistant								
		(PL) III	SS II	PL I	(PASS) II								
Labor Code -->		D6	W6	W2	P4								
Billing Rate -->		\$119.00	\$79.00	\$99.00	\$110.00								
TASK		Trips											TOTAL
CHELSEA AND LIONEL FORTI ONLY													
TASK 100-Schematic Design (15%)													
100.01 Internal - Project File setup			1										1
100.02 Information Gathering / Site Analysis			3										3
100.03 SD Design Phase			20										20
100.04 Submit SD Package to COEP			1			1							2
100.05 Attend COEP Review Mtg													
100.06 Presentation to DRC, BOAC, PB			12										12
100.07 Prepare & Distribute Mtg Minutes													
TASK 200 - Design Development (30%)													
200.01 DD Design Phase			30										30
200.02 Opinion of Probable Cost			3										3
200.03 Submit DD Package to COEP			2			1							3
200.04 Attend COEP Review mtg													
200.05 Attend CMAR/GMP Review mtg													
200.06 Prepare & Distribute Mtg Minutes													
TASK 300 - Pre-Final Design (90%)													
300.01 Prepare CDS & Specifications			30										30
300.02 Opinion of Probable Cost													
300.03 Perform internal QA/QC			4										4
300.04 Incorporate QA/QC comments			2										2
300.05 Submit PFD to COEP			2			1							3
300.06 Attend COEP Review mtg													
300.07 Public Outreach Mtg													
300.08 Prepare & Distribute Mtg Minutes													
TASK 400 - Final Design (100%)													
400.01 Review & Incorporate PFD Comments			4										4
400.02 Perform internal QA/QC			4										4
400.03 Incorporate QA/QC comments			2										2
400.04 Submit FD to COEP			2										2
400.05 Attend COEP Review mtg													
400.06 Prepare & Distribute Mtg Minutes													
400.07 Incorporate Final Review Comments			2	1	1	1							5
400.08 Final, Sign & Seal Docs-Submit to City			2										2
TASK 500 - Bid Phase Services													
500.01 Attend Pre-Bid Meeting													
500.02 Answer Bidder Questions			2										2
500.03 Assist in Prep of Addenda			2										2
500.04 Finalize Construction Set for CMAR			2										2
TASK 600 - Construction Phase Services													
600.01 Answer RFIs			2			1							3
600.02 Submittal Reviews			2			1							3
600.03 Project Walkthroughs			3										
600.04 Substantial Walkthrough/Punchlist						1							1
600.05 Attend Final Walkthrough/Punchlist			3										3
600.06 Prepare Record/Closeout dwgs			2			2							4
BUDGET SUBTOTALS:		HOURS/	Trips -	144	1	1	9						155
SALARY				\$17,136	\$79	\$99	\$990						\$18,304

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12-2017-08  
 TASK: 3MNP  
 DATE: 12/08/18



FEE TYPE: Lump Sum  
 PREPARED BY: BNC  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<b><u>\$26,628</u></b>	LABOR	<u>\$26,628</u>
		DIRECTS	<u>                    </u>
LABOR	<u>\$26,628</u>	SUBTOTAL	<u>\$26,628</u>
REIMBURSABLE CONSULTANTS	<u>                    </u>	REIMB	<u>                    </u>
REIMBURSABLE EXPENSES	<u>                    </u>		
DIRECT CONSULTANTS	<u>                    </u>		
DIRECT EXPENSES	<u>                    </u>	<b>TOTAL FEE:</b>	<b><u>\$26,628</u></b>

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Team Leader Mech/Elec	Y7	PL VI	50	\$157.00	\$7,850
Eng III-2 Mech/Elec	Z6	PL IV	152	\$110.00	\$16,720
Word Processor	W6	SS II	6	\$79.00	\$474
Clerical Supervisor	W2	PL I	6	\$99.00	\$594
Project Assistant (PASS) II	P4	SS III	9	\$110.00	\$990

FEE ESTIMATING SHEET		PROJECT	COEP Regional Aquatic Facilities		JOB NO	12-2017-08		TASK	100P		
CHELSEA AND LIONEL FORTI ONLY											
SALARY		Discipline, Title, Labor Code, Rates									
Staff Initials (optional) -->		1	2	3	4	5	6	7			
Staff Discipline -->		BB	DS	AS	WP	LD					
Staff Title -->		ELEC_ENG	MEP	CADD_PASS_Clerical	CADD_PASS_Clerical	CADD_PASS_Clerical					
Support Staff (SS) or Professional Level (PL)-->		Team Leader Mech/Elec	Eng III-2 Mech/Elec	Word Processor	Clerical Supervisor	Project Assistant (PASS) II					
Labor Code -->		PL VI	PL IV	SS II	PL I	SS III					
Billing Rate -->		Y7	Z6	W6	W2	P4					
Trips		\$157.00	\$110.00	\$79.00	\$99.00	\$110.00					
TASK										TOTAL	
CHELSEA AND LIONEL FORTI ONLY											
TASK 100-Schematic Design (15%)											
100.01 Internal - Project File setup			2							2	
100.02 Information Gathering / Site Analysis			4							4	
100.03 SD Design Phase		8	20							28	
100.04 Public Outreach mtg - Sites No. 3 & 4											
100.05 Submit SD Package to COEP			2			1				3	
100.06 Attend COEP Review Mtg											
100.07 Presentation to DRC, BOAC, PB											
100.08 Prepare & Distribute Mtg Minutes											
TASK 200 - Design Development (30%)											
200.01 DD Design Phase		8	30							38	
200.02 Opinion of Probable Cost		2	4							6	
200.03 Submit DD Package to COEP			1			1				2	
200.04 Attend COEP Review mtg											
200.05 Attend CMAR/GMP Review mtg											
200.06 Prepare & Distribute Mtg Minutes											
TASK 300 - Pre-Final Design (90%)											
300.01 Prepare CDS & Specifications		8	30	6	4					48	
300.02 Opinion of Probable Cost											
300.03 Perform Internal QA/QC		4								4	
300.04 Incorporate QA/QC comments			4							4	
300.05 Submit PFD to COEP			2			1				3	
300.06 Attend COEP Review mtg											
300.07 Public Outreach mtg - Sites No. 3 & 4											
300.08 Prepare & Distribute Mtg Minutes											
TASK 400 - Final Design (100%)											
400.01 Review & Incorporate PFD Comments		4	6							10	
400.02 Perform Internal QA/QC			4							4	
400.03 Incorporate QA/QC comments			2							2	
400.04 Submit FD to COEP			2							2	
400.05 Attend COEP Review mtg											
400.06 Prepare & Distribute Mtg Minutes											
400.07 Incorporate Final Review Comments		2	4		2	2				10	
400.08 Final, Sign & Seal Docs-Submit to City			2							2	
TASK 500 - Bid Phase Services											
500.01 Attend Pre-Bid Meeting											
500.02 Answer Bidder Questions		2	4							6	
500.03 Assist in Prep of Addenda		2	4							6	
500.04 Finalize Construction Set for CMAR			2							2	
TASK 600 - Construction Phase Services											
600.01 Answer RFIs		2	4			1				7	
600.02 Submittal Reviews			4							4	
600.03 Project Walkthroughs		6	4			1				11	
600.04 Substantial Walkthrough/Punchlist		2	3							5	
600.05 Attend Final Walkthrough/Punchlist			4			2				6	
600.06 Prepare Record/Closeout dwgs			4							4	
BUDGET SUBTOTALS		HOURS/		Trips -		50		152		6	
SALARY						\$7,850		\$16,720		\$474	
								\$594		\$990	
										\$26,628	



**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12-2017-08  
 TASK: 4ELE  
 DATE: 12/08/18



FEE TYPE: Lump Sum  
 PREPARED BY: BNC  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<b>\$23,933</b>	LABOR	\$23,933
LABOR	\$23,933	DIRECTS	
REIMBURSABLE CONSULTANTS		SUBTOTAL	\$23,933
REIMBURSABLE EXPENSES		REIMB	
DIRECT CONSULTANTS			
DIRECT EXPENSES		<b>TOTAL FEE:</b>	<b>\$23,933</b>

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Team Leader Mech/Elec	Y7	PL VI	45	\$157.00	\$7,065
Eng III-2 Mech/Elec	Z6	PL IV	150	\$98.00	\$14,700
Word Processor	W6	SS II	6	\$79.00	\$474
Clerical Supervisor	W2	PL I	6	\$99.00	\$594
Project Assistant (PASS) II	P4	SS III	10	\$110.00	\$1,100

FEE ESTIMATING SHEET		PROJECT		COEP Regional Aquatic Facilities		JOB NO		12-2017-08		TASK		4511	
CHELSEA AND LIONEL FORTI ONLY													
SALARY		Discipline, Title, Labor Code, Rates											
		1	2	3	4	5	6	7					
Staff Initials (optional) -->		IA	JP	AS	WP	LD							
Staff Discipline -->		ELEC_ENG	MEP	CADD_PASS _Clerical	CADD_PASS _Clerical	CADD_PASS _Clerical							
Staff Title -->		Team Leader Mech/Elec	Eng III-2 Mech/Elec	Word Processor	Clerical Supervisor	Project Assistant (PASS) II							
Support Staff (SS) or Professional Level (PL)-->		PL VI	PL IV	SS II	PL I	SS III							
Labor Code -->		Y7	Z6	W6	W2	P4							
Billing Rate -->		\$157.00	\$98.00	\$79.00	\$99.00	\$110.00							
TASK	Trips												TOTAL
CHELSEA AND LIONEL FORTI ONLY													
TASK 100-Schematic Design (15%)													
100.01 Internal - Project File setup			2										2
100.02 Information Gathering / Site Analysis			6										6
100.03 SD Design Phase	8		20										28
100.04 Public Outreach mtg - Sites No. 3 & 4													
100.05 Submit SD Package to COEP			2			1							3
100.06 Attend COEP Review Mtg													
100.07 Presentation to DRC, BOAC, PB													
100.08 Prepare & Distribute Mtg Minutes													
TASK 200 - Design Development (30%)													
200.01 DD Design Phase	8		30										38
200.02 Opinion of Probable Cost	3		2										5
200.03 Submit DD Package to COEP			2			1							3
200.04 Attend COEP Review mtg													
200.05 Attend CMAR/GMP Review mtg													
200.06 Prepare & Distribute Mtg Minutes													
TASK 300 - Pre-Final Design (90%)													
300.01 Prepare CDS & Specifications	6		20	6	4								36
300.02 Opinion of Probable Cost													
300.03 Perform internal QA/QC	3												3
300.04 Incorporate QA/QC comments			4										4
300.05 Submit PFD to COEP			2			1							3
300.06 Attend COEP Review mtg													
300.07 Public Outreach mtg - Sites No. 3 & 4													
300.08 Prepare & Distribute Mtg Minutes													
TASK 400 - Final Design (100%)													
400.01 Review & Incorporate PFD Comments	3		6										9
400.02 Perform internal QA/QC	3												3
400.03 Incorporate QA/QC comments			4										4
400.04 Submit FD to COEP			2										
400.05 Attend COEP Review mtg													
400.06 Prepare & Distribute Mtg Minutes													
400.07 Incorporate Final Review Comments			4										
400.08 Final, Sign & Seal Docs-Submit to City	2		2		2	2							8
TASK 500 - Bid Phase Services													
500.01 Attend Pre-Bid Meeting													
500.02 Answer Bidder Questions	2		4										6
500.03 Assist in Prep of Addenda	2		4										6
500.04 Finalize Construction Set for CMAR			2										2
TASK 600 - Construction Phase Services													
600.01 Answer RFIs			4			1							5
600.02 Submittal Reviews	1		6			1							8
600.03 Project Walkthroughs			6										6
600.04 Substantial Walkthrough/Punchlist	2		6			1							
600.05 Attend Final Walkthrough/Punchlist	2		6										8
600.08 Prepare Record/Closeout dwgs			4			2							6
BUDGET SUBTOTALS													
HOURS/	Trips -	45	150	6	6	10							217
SALARY		\$7,065	\$14,700	\$474	\$594	\$1,100							\$23,933

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12-2017-08  
 TASK: 5STR  
 DATE: 12/08/18



FEE TYPE: Lump Sum  
 PREPARED BY: BNC  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<u>\$35,568</u>	LABOR	<u>\$35,568</u>
LABOR:	<u>\$35,568</u>	DIRECTS	<u>                    </u>
REIMBURSABLE CONSULTANTS	<u>                    </u>	SUBTOTAL:	<u>\$35,568</u>
REIMBURSABLE EXPENSES	<u>                    </u>	REIMB.	<u>                    </u>
DIRECT CONSULTANTS	<u>                    </u>		
DIRECT EXPENSES	<u>                    </u>	<b>TOTAL FEE:</b>	<u>\$35,568</u>

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Sr Practice Leader Civil/Struct	X4	PL VI	45	\$242.00	\$10,890
Eng III-2 Civil/Struct	Y2	PL IV	174	\$130.00	\$22,620
Word Processor	W6	SS II	6	\$79.00	\$474
Clerical Supervisor	W2	PL I	6	\$99.00	\$594
Project Assistant (PASS) II	P4	SS III	9	\$110.00	\$990



**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12/19/2017  
 TASK: 6LSC  
 DATE: 12/08/18



FEE TYPE: Lump Sum  
 PREPARED BY: BNC  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<u>\$77,357</u>	LABOR	<u>\$77,357</u>
LABOR:	<u>\$77,357</u>	DIRECTS	<u>                    </u>
REIMBURSABLE CONSULTANTS	<u>                    </u>	SUBTOTAL	<u>\$77,357</u>
REIMBURSABLE EXPENSES	<u>                    </u>	REIMB	<u>                    </u>
DIRECT CONSULTANTS	<u>                    </u>		
DIRECT EXPENSES	<u>                    </u>	<b>TOTAL FEE:</b>	<u>\$77,357</u>

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Studio Leader Landscape Arch	L3	PL IV	345	\$145.00	\$50,025
Project Landscape Arch	L2	PL IV	132	\$119.00	\$15,708
Landscape Arch Intern I	L9	PL I	88	\$98.00	\$8,624
Word Processor	W6	SS II	4	\$79.00	\$316
Clerical Supervisor	W2	PL I	6	\$99.00	\$594
Project Assistant (PASS) II	P4	SS III	19	\$110.00	\$2,090

FEE ESTIMATING SHEET Dec 19 - 2017		PROJECT COEP Regional Aquatic Facilities		JOB NO 12/19/2017		TASK MLSC			
		CHELSEA AND LIONEL FORTI ONLY							
SALARY		Discipline, Title, Labor Code, Rates							
Staff Initials (optional) -->		1	2	3	4	5	6	7	
Staff Discipline -->		BNC	CD	NC	AS	WP	LD		
Staff Title -->		Project Manager	Interiors_Landscape	Interiors_Landscape	CADD_PASS_Clerical	CADD_PASS_Clerical	CADD_PASS_Clerical		
Support Staff (SS) or Professional Level (PL) -->		Studio Leader Landscape Arch	Project Landscape Arch	Landscape Arch Intern I	Word Processor	Clerical Supervisor	Project Assistant (PASS) II		
Labor Code -->		PL IV	PL IV	PL I	SS II	PL I	SS III		
Billing Rate -->		L3	L2	L9	W6	W2	P4		
		\$145.00	\$119.00	\$98.00	\$79.00	\$99.00	\$110.00		
TASK	Trips							TOTAL	
CHELSEA AND LIONEL FORTI ONLY									
TASK 100-Schematic Design (15%)									
100.01 Internal - Project File setup		2	4					6	
100.02 Information Gathering / Site Analysis	1	12						12	
100.03 SD Design Phase		10	12	16				38	
100.05 Submit SD Package to COEP		4					1	5	
100.06 Attend COEP Review Mtg	1	12						5	
100.07 Presentation to DRC, BOAC, PB	1	12	8					12	
100.08 Prepare & Distribute Mtg Minutes		4					1	20	
TASK 200 - Design Development (30%)									
200.01 DD Design Phase		16	24	30				70	
200.02 Opinion of Probable Cost		1	4					5	
200.03 Submit DD Package to COEP		4					1	5	
200.04 Attend COEP Review mtg	1	12						12	
200.05 Attend CMAR/GMP Review mtg	1	12						12	
200.06 Prepare & Distribute Mtg Minutes		4					1	12	
TASK 300 - Pre-Final Design (90%)									
300.01 Prepare CDS & Specifications		20	24	30	2	1	1	78	
300.02 Opinion of Probable Cost		1	4					5	
300.03 Perform internal QA/QC		8	4					12	
300.04 Incorporate QA/QC comments		4	4					8	
300.05 Submit PFD to COEP		4					1	5	
300.06 Attend COEP Review mtg	1	12						12	
300.07 Public Outreach Mtg	2	30						5	
300.08 Prepare & Distribute Mtg Minutes		4					1	12	
TASK 400 - Final Design (100%)									
400.01 Review & Incorporate PFD Comments		4	8	12	1	1		26	
400.02 Perform internal QA/QC		8	4					12	
400.03 Incorporate QA/QC comments		4	4					8	
400.04 Submit FD to COEP		4					1	12	
400.05 Attend COEP Review mtg	1	12						5	
400.06 Prepare & Distribute Mtg Minutes		4					1	12	
400.07 Incorporate Final Review Comments		4	4					5	
400.08 Final, Sign & Seal Docs-Submit to City		4	4			1	1	10	
TASK 500 - Bid Phase Services									
500.01 Attend Pre-Bid Meeting	1	12						12	
500.02 Answer Bidder Questions		8	4					12	
500.03 Assist in Prep of Addenda		8	4			1	1	14	
500.04 Finalize Construction Set for CMAR		8	4				1	13	
TASK 600 - Construction Phase Services									
600.01 Answer RFIs		10	4				2	16	
600.02 Submittal Reviews		10	4					14	
600.03 Project Walkthroughs	5	30					2	32	
600.04 Substantial Walkthrough/Punchlist	1	9						16	
600.05 Attend Final Walkthrough/Punchlist	1	12			1	1	2	7	
600.06 Prepare Record/Closeout dwgs		6					1		
BUDGET SUBTOTALS	HOURS/ Trips -	17	345	132	88	4	6	19	594
	SALARY		\$50,025	\$15,708	\$8,624	\$316	\$594	\$2,090	\$77,357

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12-2017-08  
 TASK: CIV  
 DATE: 12/08/18



FEE TYPE: Lump Sum  
 PREPARED BY: SMH  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<b>\$81,833</b>	LABOR	\$81,833
LABOR	\$81,833	DIRECTS	
REIMBURSABLE CONSULTANTS		SUBTOTAL	\$81,833
REIMBURSABLE EXPENSES		REIMB	
DIRECT CONSULTANTS			
DIRECT EXPENSES		<b>TOTAL FEE:</b>	<b>\$81,833</b>

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Project Manager Civil/Struct	X6	PL V	187	\$209.00	\$39,083
Prof Eng II Civil/Struct	X8	PL IV	220	\$130.00	\$28,600
Project Manager Civil/Struct	X6	PL V	102	\$98.00	\$9,996
Word Processor	W6	SS II	9	\$79.00	\$711
Clerical Supervisor	W2	PL I	7	\$99.00	\$693
Project Assistant (PASS) II	P4	SS III	25	\$110.00	\$2,750

FEE ESTIMATING SHEET Dec 19 - 2017		PROJECT	COEP Regional Aquatic Facilities CHELSEA AND LIONEL FORTI ONLY		JOB NO	12-2017-08		TASK	LTV	
SALARY		Discipline, Title, Labor Code, Rates								
Staff Initials (optional) -->		1	2	3	4	5	6	7	TOTAL	
Staff Discipline -->		SMH	LM/MC	MM		WP	LD			
Staff Title -->		Project Manager	Civil_Struct	Civil_Struct	CADD_PASS_Clerical	CADD_PASS_Clerical	CADD_PASS_Clerical			
Support Staff (SS) or Professional Level (PL) -->		Project Manager	Prof Eng II	Project Manager		Clerical	Project Assistant (PASS) II			
Labor Code -->		Civil/Struct	Civil/Struct	Civil/Struct	Word Processor	Supervisor				
Billing Rate -->		PL V	PL IV	PL V	SS II	PL I	SS III			
TASK		X6	X8	X6	W6	W2	P4			
Trips		\$209.00	\$130.00	\$98.00	\$79.00	\$99.00	\$110.00			
CHELSEA AND LIONEL FORTI ONLY										
TASK 100-Schematic Design (15%)										
100.01 Internal - Project File setup		2							2	
100.02 Information Gathering / Site Analysis	4	35	20						55	
100.03 SD Design Phase		18	20	20					58	
100.05 Submit SD Package to COEP		1							1	
100.06 Attend COEP Review Mtg		2	2						1	
100.07 Presentation to DRC, BOAC, PB	1	4	4						4	
100.08 Prepare & Distribute Mtg Minutes		1							8	
TASK 200 - Design Development (30%)										
200.01 DD Design Phase		18	36	20						
200.02 Opinion of Probable Cost		1	4	4					74	
200.03 Submit DD Package to COEP		1					2		9	
200.04 Attend COEP Review mtg		4	2						3	
200.05 Attend CMAR/GMP Review mtg	2	4	4						6	
200.06 Prepare & Distribute Mtg Minutes		1					1		8	
TASK 300 - Pre-Final Design (90%)										
300.01 Prepare CDS & Specifications		10	28	10	4	2	1			
300.02 Opinion of Probable Cost		1	2	2					55	
300.03 Perform internal QA/QC		4	2						5	
300.04 Incorporate QA/QC comments		2	10	8					6	
300.05 Submit PFD to COEP		1					1		20	
300.06 Attend COEP Review mtg		2	2						2	
300.07 Public Outreach Mtg	2	8	8						4	
300.08 Prepare & Distribute Mtg Minutes		1					1			
TASK 400 - Final Design (100%)										
400.01 Review & Incorporate PFD Comments		6	12	8	1	1			28	
400.02 Perform internal QA/QC		2	4						6	
400.03 Incorporate QA/QC comments		4	8	8					20	
400.04 Submit FD to COEP		1				1		1		
400.05 Attend COEP Review mtg		4	2						6	
400.06 Prepare & Distribute Mtg Minutes		1					1		2	
400.07 Incorporate Final Review Comments		2	8	8						
400.08 Final, Sign & Seal Docs-Submit to City		2	4			1	1		8	
TASK 500 - Bid Phase Services										
500.01 Attend Pre-Bid Meeting	2	2	2						4	
500.02 Answer Bidder Questions		6	6						12	
500.03 Assist In Prep of Addenda		4	6			1	1		12	
500.04 Finalize Construction Set for CMAR		2	4	4			1		11	
TASK 600 - Construction Phase Services										
600.01 Answer RFIs		8	4				4		16	
600.02 Submittal Reviews		8	4						12	
600.03 Project Walkthroughs	5	4	4	2			5		15	
600.04 Substantial Walkthrough/Punchlist	1	4	4							
600.05 Attend Final Walkthrough/Punchlist	1	4	4		4	1	4		17	
600.06 Prepare Record/Closeout dwgs		2		8			1		11	
BUDGET SUBTOTALS	HOURS/	Trips -	18	187	220	102	9	7	25	550
	SALARY		\$39,083	\$28,600	\$9,996	\$711	\$693	\$2,750		\$81,833



**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12/22/2017  
 TASK: IARC  
 DATE: 12/22/17



FEE TYPE: Lump Sum  
 PREPARED BY: BNC  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<u>\$74,716</u>	<b>LABOR:</b>	<u>\$74,716</u>
<b>LABOR:</b>	<u>\$74,716</u>	<b>DIRECTS:</b>	<u>                    </u>
<b>REIMBURSABLE CONSULTANTS:</b>	<u>                    </u>	<b>SUBTOTAL:</b>	<u>\$74,716</u>
<b>REIMBURSABLE EXPENSES:</b>	<u>                    </u>	<b>REIMB:</b>	<u>                    </u>
<b>DIRECT CONSULTANTS:</b>	<u>                    </u>	<b>TOTAL FEE:</b>	<u>\$74,716</u>
<b>DIRECT EXPENSES:</b>	<u>                    </u>		

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Sr Practice Leader Arch	A2	PL VI	29	\$228.00	\$6,612
Project Arch	A9	PL IV	205	\$144.00	\$29,520
Arch Intern III-2	B3	PL IV	314	\$107.00	\$33,598
Word Processor	W6	SS II	7	\$79.00	\$553
Clerical Supervisor	W2	PL I	7	\$99.00	\$693
Project Assistant (PASS) II	P4	SS III	34	\$110.00	\$3,740

FEE ESTIMATING SHEET		PROJECT	COEP Regional Aquatic Facilities		JOB NO	41091		TASK	IARC	
SITES NO. 3 AND NO. 4 ONLY										
SALARY		Discipline, Title, Labor Code, Rates								
Staff Initials (optional) -->		1	2	3	4	5	6	7		
Staff Discipline -->		BN	CC	EG	AS	WP	LD			
Staff Title -->		Arch/QAQC	Arch	Arch	CADD_PASS_Clerical	CADD_PASS_Clerical	CADD_PASS_Clerical			
Support Staff (SS) or Professional Level (PL) -->		Sr Practice Leader Arch	Project Arch	Arch Intern III-2	Word Processor	Clerical Supervisor	Project Assistant (PASS) II			
Labor Code -->		PL VI	PL IV	PL IV	SS II	PL I	SS III			
Billing Rate -->		A2	A9	B3	W6	W2	P4			
Trips		\$228.00	\$144.00	\$107.00	\$79.00	\$99.00	\$110.00			
TASK	Trips								TOTAL	
SITES NO. 3 AND NO. 4 ONLY										
TASK 100-Schematic Design (15%)										
100.01 Site Analysis - Site Options					8					
100.02 Internal - Project File setup					4				4	
100.03 Information Gathering / Site Analysis	1		20						20	
100.04 SD Design Phase		3	30	54					87	
100.05 Public Outreach Mtg										
100.06 Submit SD Package to COEP			3				1		4	
100.07 Attend COEP Review Mtg	1		6						6	
100.08 Presentation to DRC, BOAC, PB										
100.09 Prepare & Distribute Mtg Minutes										
TASK 200 - Design Development (30%)										
200.01 DD Design Phase		2	20	54					76	
200.02 Opinion of Probable Cost			4	5					9	
200.03 Submit DD Package to COEP			4						5	
200.04 Attend COEP Review mtg	1		6				1		6	
200.05 Attend CMAR/GMP Review mtg										
200.06 Prepare & Distribute Mtg Minutes										
TASK 300 - Pre-Final Design (80%)										
300.01 Prepare CDS & Specifications			20	54	3	2	1		80	
300.02 Opinion of Probable Cost			2	4					6	
300.03 Perform internal QA/QC		12	1						13	
300.04 Incorporate QA/QC comments			4	10					14	
300.05 Submit PFD to COEP			1				1		2	
300.06 Attend COEP Review mtg	1		6						6	
300.07 Public Outreach Mtg										
300.08 Prepare & Distribute Mtg Minutes										
TASK 400 - Final Design (100%)										
400.01 Review & incorporate PFD Comments			20	54					74	
400.02 Perform internal QA/QC		12	1						13	
400.03 Incorporate QA/QC comments			2	8					3	
400.04 Submit FD to COEP			1	1			1		6	
400.05 Attend COEP Review mtg	1		6						4	
400.06 Prepare & Distribute Mtg Minutes										
400.07 Incorporate Final Review Comments			2	2					10	
400.08 Final, Sign & Seal Docs-Submit to City			2	4		2	2			
TASK 500 - Bid Phase Services										
500.01 Attend Pre-Bid Meeting			6	2					8	
500.02 Answer Bidder Questions			2	6		2	2		12	
500.03 Assist in Prep of Addenda				6			2		8	
500.04 Finalize Construction Set for CMAR										
TASK 600 - Construction Phase Services										
600.01 Answer RFIs			4	10			3		17	
600.02 Submittal Reviews			8	10			4		22	
600.03 Project Walkthroughs			8	14					12	
600.04 Substantial Walkthrough/Punchlist			8				4		17	
600.05 Attend Final Walkthrough/Punchlist			8		4	1	4		12	
600.06 Prepare Record/Closeout dwgs				4			8			
BUDGET SUBTOTALS	HOURS/	5	29	205	314	7	7	34	596	
	SALARY		\$6,612	\$29,520	\$33,598	\$553	\$693	\$3,740	\$74,716	

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12-2017-08  
 TASK: 2INT  
 DATE: 12/08/18



FEE TYPE: Lump Sum  
 PREPARED BY: BNC  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<u>\$18,304</u>	LABOR	<u>\$18,304</u>
LABOR	<u>\$18,304</u>	DIRECTS	<u>                    </u>
REIMBURSABLE CONSULTANTS	<u>                    </u>	SUBTOTAL:	<u>\$18,304</u>
REIMBURSABLE EXPENSES	<u>                    </u>	REIMB	<u>                    </u>
DIRECT CONSULTANTS	<u>                    </u>		
DIRECT EXPENSES	<u>                    </u>	<b>TOTAL FEE:</b>	<u>\$18,304</u>

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Prof Interior Designer I	D6	PL III	144	\$119.00	\$17,136
Word Processor	W6	SS II	1	\$79.00	\$79
Clerical Supervisor	W2	PL I	1	\$99.00	\$99
Project Assistant (PASS) II	P4	SS III	9	\$110.00	\$990

FEE ESTIMATING SHEET		PROJECT	COEP Regional Aquatic Facilities		JOB NO	12-2015.m		TASK	304T	
SITES NO. 3 AND NO. 4 ONLY										
SALARY		Discipline, Title, Labor Code, Rates								
Staff Initials (optional) ---->		1	2	3	4	5	6	7		
Staff Discipline ---->		IF	AS	WP	LD					
Staff Title ---->		INTERIOR_	CADD_PASS_	CADD_PASS_	CADD_PASS_					
Support Staff (SS) or Professional Level (PL)---->		DESIGN	Clerical	Clerical	Clerical					
Labor Code ---->		Prof Interior	Word	Clerical	Project					
Billing Rate ---->		Designer I	Processor	Supervisor	Assistant					
		PL III	SS II	PL I	SS III					
		D6	W6	W2	P4					
		\$119.00	\$79.00	\$99.00	\$110.00					
TASK	Trips									TOTAL
SITES NO. 3 AND NO. 4 ONLY										
TASK 100-Schematic Design (15%)										
100.01 Site Analysis - Site Options										
100.02 Internal - Project File setup		1								1
100.03 Information Gathering / Site Analysis		3								3
100.04 SD Design Phase		20								20
100.05 Public Outreach Mtg										
100.06 Submit SD Package to COEP		1			1					2
100.07 Attend COEP Review Mtg										
100.08 Presentation to DRC, BOAC, PB		12								12
100.09 Prepare & Distribute Mtg Minutes										
TASK 200 - Design Development (30%)										
200.01 DD Design Phase		30								30
200.02 Opinion of Probable Cost		3								3
200.03 Submit DD Package to COEP		2			1					3
200.04 Attend COEP Review mtg										
200.05 Attend CMAR/GMP Review mtg										
200.06 Prepare & Distribute Mtg Minutes										
TASK 300 - Pre-Final Design (90%)										
300.01 Prepare CDS & Specifications		30								30
300.02 Opinion of Probable Cost										
300.03 Perform internal QA/QC		4								4
300.04 Incorporate QA/QC comments		2								2
300.05 Submit PFD to COEP		2			1					3
300.06 Attend COEP Review mtg										
300.07 Public Outreach Mtg										
300.08 Prepare & Distribute Mtg Minutes										
TASK 400 - Final Design (100%)										
400.01 Review & Incorporate PFD Comments		4								4
400.02 Perform internal QA/QC		4								4
400.03 Incorporate QA/QC comments		2								2
400.04 Submit FD to COEP		2								2
400.05 Attend COEP Review mtg										
400.06 Prepare & Distribute Mtg Minutes										
400.07 Incorporate Final Review Comments		2	1	1	1					5
400.08 Final, Sign & Seal Docs-Submit to City		2								2
TASK 500 - Bid Phase Services										
500.01 Attend Pre-Bid Meeting										
500.02 Answer Bidder Questions		2								2
500.03 Assist in Prep of Addenda		2								2
500.04 Finalize Construction Set for CMAR		2								2
TASK 600 - Construction Phase Services										
600.01 Answer RFIs		2			1					3
600.02 Submittal Reviews		2			1					3
600.03 Project Walkthroughs		3								
600.04 Substantial Walkthrough/Punchlist					1					1
600.05 Attend Final Walkthrough/Punchlist		3								3
600.06 Prepare Record/Closeout dwgs		2			2					4
BUDGET SUBTOTALS	HOURS/	Trips -	144	1	1	9				155
	SALARY		\$17,136	\$79	\$99	\$990				\$18,304

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12-2017-08  
 TASK: 3MNP  
 DATE: 12/08/18



FEE TYPE: Lump Sum  
 PREPARED BY: BNC  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<u>\$26,628</u>	LABOR	<u>\$26,628</u>
		DIRECTS	<u>                    </u>
LABOR	<u>\$26,628</u>		
REIMBURSABLE CONSULTANTS	<u>                    </u>	SUBTOTAL	<u>\$26,628</u>
REIMBURSABLE EXPENSES	<u>                    </u>	REIMB	<u>                    </u>
DIRECT CONSULTANTS	<u>                    </u>		
DIRECT EXPENSES	<u>                    </u>	<b>TOTAL FEE:</b>	<u>\$26,628</u>

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Team Leader Mech/Elec	Y7	PL VI	50	\$157.00	\$7,850
Eng III-2 Mech/Elec	Z6	PL IV	152	\$110.00	\$16,720
Word Processor	W6	SS II	6	\$79.00	\$474
Clerical Supervisor	W2	PL I	6	\$99.00	\$594
Project Assistant (PASS) II	P4	SS III	9	\$110.00	\$990

FEE ESTIMATING SHEET		PROJECT		COEP Regional Aquatic Facilities		JOB NO		11-2017-08		TASK		A-2-P	
		SITES NO. 3 AND NO. 4 ONLY											
SALARY		Discipline, Title, Labor Code, Rates											
		1	2	3	4	5	6	7					
Staff Initials (optional) ---->		BB	DS	AS	WP	LD							
Staff Discipline ---->		ELEC_ENG	MEP	CADD_PASS_Clerical	CADD_PASS_Clerical	CADD_PASS_Clerical							
Staff Title ---->		Team Leader Mech/Elec	Eng III-2 Mech/Elec	Word Processor	Clerical Supervisor	Project Assistant (PASS) II							
Support Staff (SS) or Professional Level (PL)---->		PL VI	PL IV	SS II	PL I	SS III							
Labor Code ---->		Y7	Z6	W6	W2	P4							
Billing Rate ---->		\$157.00	\$110.00	\$79.00	\$99.00	\$110.00							
TASK	Trips											TOTAL	
SITES NO. 3 AND NO. 4 ONLY													
TASK 100-Schematic Design (15%)													
100.01 Site Analysis - Site Options													
100.02 Internal - Project File setup				2								2	
100.03 Information Gathering / Site Analysis				4								4	
100.04 SD Design Phase	8		20									28	
100.05 Public Outreach Mtg													
100.06 Submit SD Package to COEP			2									3	
100.07 Attend COEP Review Mtg													
100.08 Presentation to DRC, BOAC, PB													
100.09 Prepare & Distribute Mtg Minutes													
TASK 200 - Design Development (30%)													
200.01 DD Design Phase	8		30									38	
200.02 Opinion of Probable Cost	2		4									6	
200.03 Submit DD Package to COEP			1									2	
200.04 Attend COEP Review mtg													
200.05 Attend CMAR/GMP Review mtg													
200.06 Prepare & Distribute Mtg Minutes													
TASK 300 - Pre-Final Design (90%)													
300.01 Prepare CDS & Specifications	8		30	6	4							48	
300.02 Opinion of Probable Cost													
300.03 Perform internal QA/QC	4											4	
300.04 Incorporate QA/QC comments			4									4	
300.05 Submit PFD to COEP			2									3	
300.06 Attend COEP Review mtg													
300.07 Public Outreach Mtg													
300.08 Prepare & Distribute Mtg Minutes													
TASK 400 - Final Design (100%)													
400.01 Review & Incorporate PFD Comments	4		6									10	
400.02 Perform internal QA/QC			4									4	
400.03 Incorporate QA/QC comments			2									2	
400.04 Submit FD to COEP			2									2	
400.05 Attend COEP Review mtg													
400.06 Prepare & Distribute Mtg Minutes													
400.07 Incorporate Final Review Comments	2		4		2	2						10	
400.08 Final, Sign & Seal Docs-Submit to City			2									2	
TASK 500 - Bid Phase Services													
500.01 Attend Pre-Bid Meeting													
500.02 Answer Bidder Questions	2		4									6	
500.03 Assist in Prep of Addenda	2		4									6	
500.04 Finalize Construction Set for CMAR			2									2	
TASK 600 - Construction Phase Services													
600.01 Answer RFIs	2		4			1						7	
600.02 Submittal Reviews			4									4	
600.03 Project Walkthroughs	6		4			1						5	
600.04 Substantial Walkthrough/Punchlist	2		3									5	
600.05 Attend Final Walkthrough/Punchlist			4			2						6	
600.06 Prepare Record/Closeout dwgs			4									4	
BUDGET SUBTOTALS	HOURS/ Trips -	\$0	152	6	6	9						223	
SALARY		\$7,850	\$16,720	\$474	\$594	\$990						\$26,628	

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12-2017-08  
 TASK: 4ELE  
 DATE: 12/08/18



FEE TYPE: Lump Sum  
 PREPARED BY: BNC  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<u>\$23,933</u>	LABOR	<u>\$23,933</u>
		DIRECTS	<u>                    </u>
LABOR	<u>\$23,933</u>		
REIMBURSABLE CONSULTANTS	<u>                    </u>	SUBTOTAL	<u>\$23,933</u>
REIMBURSABLE EXPENSES	<u>                    </u>	REIMB	<u>                    </u>
DIRECT CONSULTANTS	<u>                    </u>		
DIRECT EXPENSES	<u>                    </u>	<b>TOTAL FEE:</b>	<u>\$23,933</u>

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Team Leader Mech/Elec	Y7	PL VI	45	\$157.00	\$7,065
Eng III-2 Mech/Elec	Z6	PL IV	150	\$98.00	\$14,700
Word Processor	W6	SS II	6	\$79.00	\$474
Clerical Supervisor	W2	PL I	6	\$99.00	\$594
Project Assistant (PASS) II	P4	SS III	10	\$110.00	\$1,100

FEE ESTIMATING SHEET		PROJECT	COEP Regional Airport Facilities		JOB NO	12-2017-08		TASK	4311
SITES NO. 3 AND NO. 4 ONLY									
SALARY		Discipline, Title, Labor Code, Rates							
Staff Initials (optional) -->		1	2	3	4	5	6	7	TOTAL
Staff Discipline -->		IA	JP	AS	WP	LD			
Staff Title -->		ELEC_ENG	MEP	CADD_PASS Clerical	CADD_PASS Clerical	CADD_PASS Clerical			
Support Staff (SS) or Professional Level (PL) -->		Team Leader Mech/Elec	Eng III-2 Mech/Elec	Word Processor	Clerical Supervisor	Project Assistant (PASS) II			
Labor Code -->		PL VI	PL IV	SS II	PL I	SS III			
Billing Rate -->		Y7	Z6	W6	W2	P4			
TASK	Trips	\$157.00	\$98.00	\$79.00	\$99.00	\$110.00			
SITES NO. 3 AND NO. 4 ONLY									
TASK 100-Schematic Design (15%)									
100.01 Site Analysis - Site Options									
100.02 Internal - Project File setup									
100.03 Information Gathering / Site Analysis									
100.04 SD Design Phase									
100.05 Public Outreach Mtg									
100.06 Submit SD Package to COEP									
100.07 Attend COEP Review Mtg									
100.08 Presentation to DRC, BOAC, PB									
100.09 Prepare & Distribute Mtg Minutes									
TASK 200 - Design Development (30%)									
200.01 DD Design Phase									
200.02 Opinion of Probable Cost									
200.03 Submit DD Package to COEP									
200.04 Attend COEP Review mtg									
200.05 Attend CMAR/GMP Review mtg									
200.06 Prepare & Distribute Mtg Minutes									
TASK 300 - Pre-Final Design (30%)									
300.01 Prepare CDS & Specifications									
300.02 Opinion of Probable Cost									
300.03 Perform internal QA/QC									
300.04 Incorporate QA/QC comments									
300.05 Submit PFD to COEP									
300.06 Attend COEP Review mtg									
300.07 Public Outreach Mtg									
300.08 Prepare & Distribute Mtg Minutes									
TASK 400 - Final Design (100%)									
400.01 Review & Incorporate PFD Comments									
400.02 Perform internal QA/QC									
400.03 Incorporate QA/QC comments									
400.04 Submit FD to COEP									
400.05 Attend COEP Review mtg									
400.06 Prepare & Distribute Mtg Minutes									
400.07 Incorporate Final Review Comments									
400.08 Final, Sign & Seal Docs-Submit to City									
TASK 500 - Bid Phase Services									
500.01 Attend Pre-Bid Meeting									
500.02 Answer Bidder Questions									
500.03 Assist in Prep of Addenda									
500.04 Finalize Construction Set for CMAR									
TASK 600 - Construction Phase Services									
600.01 Answer RFIs									
600.02 Submittal Reviews									
600.03 Project Walkthroughs									
600.04 Substantial Walkthrough/Punchlist									
600.05 Attend Final Walkthrough/Punchlist									
600.06 Prepare Record/Closeout dwgs									
BUDGET SUBTOTALS		HOURS/	Trips =						
		SALARY							



**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12-2017-08  
 TASK: 5STR  
 DATE: 12/08/18



FEE TYPE: Lump Sum  
 PREPARED BY: BNC  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<b><u>\$35,568</u></b>	LABOR	<u>\$35,568</u>
		DIRECTS	<u>                    </u>
LABOR	<u>\$35,568</u>	SUBTOTAL	<u>\$35,568</u>
REIMBURSABLE CONSULTANTS	<u>                    </u>	REIMB	<u>                    </u>
REIMBURSABLE EXPENSES	<u>                    </u>		
DIRECT CONSULTANTS	<u>                    </u>		
DIRECT EXPENSES	<u>                    </u>	<b>TOTAL FEE:</b>	<b><u>\$35,568</u></b>

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Sr Practice Leader Civil/Struct	X4	PL VI	45	\$242.00	\$10,890
Eng III-2 Civil/Struct	Y2	PL IV	174	\$130.00	\$22,620
Word Processor	W6	SS II	6	\$79.00	\$474
Clerical Supervisor	W2	PL I	6	\$99.00	\$594
Project Assistant (PASS) II	P4	SS III	9	\$110.00	\$990

FEE ESTIMATING SHEET		PROJECT		JOB NO		12-2017-08		TASK		SS/IR	
		COEP Regional Aquatic Facilities									
		SITES NO. 3 AND NO. 4 ONLY									
SALARY		Discipline, Title, Labor Code, Rates									
Staff Initials (optional) -->		1	2	3	4	5	6	7			
Staff Discipline -->		ELEC_ENG	Civil_Struct	CADD_PASS_Clerical	CADD_PASS_Clerical	CADD_PASS_Clerical					
Staff Title -->		Sr Practice Leader	Eng III-2 Civil/Struct	Word Processor	Clerical Supervisor	Project Assistant (PASS) II					
Support Staff (SS) or Professional Level (PL) -->		PL VI	PL IV	SS II	PL I	SS III					
Labor Code -->		X4	Y2	W6	W2	P4					
Billing Rate -->		\$242.00	\$130.00	\$79.00	\$99.00	\$110.00					
TASK	Trips								TOTAL		
SITES NO. 3 AND NO. 4 ONLY											
TASK 100-Schematic Design (15%)											
100.01 Site Analysis - Site Options											
100.02 Internal - Project File setup			4						4		
100.03 Information Gathering / Site Analysis			6						6		
100.04 SD Design Phase	4	20							24		
100.05 Public Outreach Mtg											
100.06 Submit SD Package to COEP		2				1			3		
100.07 Attend COEP Review Mtg											
100.08 Presentation to DRC, BOAC, PB											
100.09 Prepare & Distribute Mtg Minutes											
TASK 200 - Design Development (30%)											
200.01 DD Design Phase	10	40							50		
200.02 Opinion of Probable Cost											
200.03 Submit DD Package to COEP		2				1			3		
200.04 Attend COEP Review mtg											
200.05 Attend CMAR/GMP Review mtg											
200.06 Prepare & Distribute Mtg Minutes											
TASK 300 - Pre-Final Design (90%)											
300.01 Prepare CDS & Specifications	10	40		6	4				60		
300.02 Opinion of Probable Cost											
300.03 Perform internal QA/QC	3								3		
300.04 Incorporate QA/QC comments		3							3		
300.05 Submit PFD to COEP		2				1			3		
300.06 Attend COEP Review mtg											
300.07 Public Outreach Mtg											
300.08 Prepare & Distribute Mtg Minutes											
TASK 400 - Final Design (100%)											
400.01 Review & Incorporate PFD Comments	2	8							10		
400.02 Perform internal QA/QC	4								4		
400.03 Incorporate QA/QC comments		3							3		
400.04 Submit FD to COEP		2									
400.05 Attend COEP Review mtg											
400.06 Prepare & Distribute Mtg Minutes											
400.07 Incorporate Final Review Comments		4							4		
400.08 Final, Sign & Seal Docs-Submit to City	2	2			2	2			8		
TASK 500 - Bid Phase Services											
500.01 Attend Pre-Bid Meeting											
500.02 Answer Bidder Questions	2	3							5		
500.03 Assist in Prep of Addenda	2	3							5		
500.04 Finalize Construction Set for CMAR		2							2		
TASK 600 - Construction Phase Services											
600.01 Answer RFIs		4				1			5		
600.02 Submittal Reviews	2	6				1			9		
600.03 Project Walkthroughs		8							8		
600.04 Substantial Walkthrough/Punchlist	2	4				1			7		
600.05 Attend Final Walkthrough/Punchlist	2	4							6		
600.06 Prepare Record/Closeout dwgs		2				1			3		
BUDGET SUBTOTALS		45	174	6	6	9			240		
HOURS/ SALARY		\$10,890	\$22,620	\$474	\$594	\$990			\$35,568		

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12/19/2017  
 TASK: 6LSC  
 DATE: 12/08/18



FEE TYPE: Lump Sum  
 PREPARED BY: BNC  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<u>\$85,297</u>	LABOR	<u>\$85,297</u>
LABOR	<u>\$85,297</u>	DIRECTS	<u>                    </u>
REIMBURSABLE CONSULTANTS	<u>                    </u>	SUBTOTAL	<u>\$85,297</u>
REIMBURSABLE EXPENSES	<u>                    </u>	REIMB	<u>                    </u>
DIRECT CONSULTANTS	<u>                    </u>		
DIRECT EXPENSES	<u>                    </u>	<b>TOTAL FEE:</b>	<u>\$85,297</u>

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Studio Leader Landscape Arch	L3	PL IV	393	\$145.00	\$56,985
Project Landscape Arch	L2	PL IV	132	\$119.00	\$15,708
Landscape Arch Intern I	L9	PL I	98	\$98.00	\$9,604
Word Processor	W6	SS II	4	\$79.00	\$316
Clerical Supervisor	W2	PL I	6	\$99.00	\$594
Project Assistant (PASS) II	P4	SS III	19	\$110.00	\$2,090

FEE ESTIMATING SHEET		PROJECT		JOB NO		12/1W2017		TASK		61.8C	
Dec 19 - 2017		COEP Regional Aquatic Facilities									
		SITES NO. 3 AND NO. 4 ONLY									
SALARY		Discipline, Title, Labor Code, Rates									
Staff Initials (optional) ---->		1	2	3	4	5	6	7			
Staff Discipline ---->		BNC	CD	NC	AS	WP	LD				
Staff Title ---->		Project Manager	Interiors_Landscape	Interiors_Landscape	CADD_PASS_Clerical	CADD_PASS_Clerical	CADD_PASS_Clerical				
Support Staff (SS) or Professional Level (PL)---->		Studio Leader Landscape Arch	Project Landscape Arch	Landscape Arch Intern I	Word Processor	Clerical Supervisor	Project Assistant (PASS) II				
Labor Code ---->		PL IV	PL IV	PL I	SS II	PL I	SS III				
Billing Rate ---->		L3	L2	L9	W6	W2	P4				
		\$145.00	\$119.00	\$98.00	\$79.00	\$99.00	\$110.00				
TASK	Trips									TOTAL	
SITES NO. 3 AND NO. 4 ONLY											
TASK 100-Schematic Design (15%)											
100.01 Site Analysis - Site Options	1	12								12	
100.02 Internal - Project File setup		2	12							14	
100.03 Information Gathering / Site Analysis	1	20								20	
100.04 SD Design Phase		14	24	30						68	
100.05 Public Outreach Mtg	2	30								30	
100.06 Submit SD Package to COEP		4					1			5	
100.07 Attend COEP Review Mtg	1	10								10	
100.08 Presentation to DRC, BOAC, PB	1	10	8							18	
100.09 Prepare & Distribute Mtg Minutes		4					1				
TASK 200 - Design Development (30%)											
200.01 DD Design Phase		16	24	30						70	
200.02 Opinion of Probable Cost		1	4							5	
200.03 Submit DD Package to COEP		4					1			5	
200.04 Attend COEP Review mtg	1	12								12	
200.05 Attend CMAR/GMP Review mtg	1	12								12	
200.06 Prepare & Distribute Mtg Minutes		4					1				
TASK 300 - Pre-Final Design (90%)											
300.01 Prepare CDS & Specifications		20	24	30	2	1	1			78	
300.02 Opinion of Probable Cost		1	2							3	
300.03 Perform internal QA/QC		8	2							10	
300.04 Incorporate QA/QC comments		4	2							6	
300.05 Submit PFD to COEP		4					1			5	
300.06 Attend COEP Review mtg	1	12								12	
300.07 Public Outreach Mtg	2	30									
300.08 Prepare & Distribute Mtg Minutes		4					1				
TASK 400 - Final Design (100%)											
400.01 Review & Incorporate PFD Comments		4	4	8	1	1				18	
400.02 Perform internal QA/QC		8	4							12	
400.03 Incorporate QA/QC comments		4	4							8	
400.04 Submit FD to COEP		4				1	1				
400.05 Attend COEP Review mtg	1	12								12	
400.06 Prepare & Distribute Mtg Minutes		4					1			5	
400.07 Incorporate Final Review Comments		4	4								
400.08 Final, Sign & Seal Docs-Submit to City		4	4			1	1			10	
TASK 500 - Bid Phase Services											
500.01 Attend Pre-Bid Meeting	1	10								10	
500.02 Answer Bidder Questions		8	2							10	
500.03 Assist in Prep of Addenda		8	2			1	1			12	
500.04 Finalize Construction Set for CMAR		8	2				1			11	
TASK 600 - Construction Phase Services											
600.01 Answer RFIs		10	2				2			14	
600.02 Submittal Reviews		10	2							12	
600.03 Project Walkthroughs	5	30								32	
600.04 Substantial Walkthrough/Punchlist	1	9									
600.05 Attend Final Walkthrough/Punchlist	1	12			1	1	2			16	
600.06 Prepare Record/Closeout dwgs		6					1			7	
BUDGET SUBTOTALS	HOURS/ Trips -	20	393	132	98	4	6	19		652	
SALARY			\$56,985	\$15,708	\$9,604	\$316	\$594	\$2,090		\$85,297	

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**

LOCATION CODE: 01  
 PROJECT NAME: COEP Regional Aquatic Facilities  
 JOB NO.: 12/19/2017  
 TASK: CIV  
 DATE: 12/08/18



FEE TYPE: Lump Sum  
 PREPARED BY: SMH  
 PRINCIPAL: MT  
 PROJ. MANAGER: BNC

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

<b>TOTAL FEE:</b>	<u>\$100,584</u>	LABOR	<u>\$100,584</u>
		DIRECTS	<u>                    </u>
LABOR	<u>\$100,584</u>		
REIMBURSABLE CONSULTANTS	<u>                    </u>	SUBTOTAL	<u>\$100,584</u>
REIMBURSABLE EXPENSES	<u>                    </u>	REIMB	<u>                    </u>
DIRECT CONSULTANTS	<u>                    </u>		
DIRECT EXPENSES	<u>                    </u>	<b>TOTAL FEE:</b>	<u>\$100,584</u>

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Project Manager Civil/Struct	X6	PL V	272	\$209.00	\$56,848
Prof Eng II Civil/Struct	X8	PL IV	216	\$130.00	\$28,080
Eng II Civil/Struct	Y4	PL II	114	\$98.00	\$11,172
Word Processor	W6	SS II	9	\$79.00	\$711
Clerical Supervisor	W2	PL I	7	\$99.00	\$693
Project Assistant (PASS) II	P4	SS III	28	\$110.00	\$3,080

FEE ESTIMATING SHEET Dec 19 - 2017		PROJECT	COEP Regional Aquatic Facilities		JOB NO	41003		TASK	CIV
SITES NO 3 AND NO 4 ONLY									
SALARY		Discipline, Title, Labor Code, Rates							
Staff Initials (optional) ---->		1	2	3	4	5	6	7	TOTAL
Staff Discipline ---->		SMII	LAUMC	NM	AS	WP	LD		
Staff Title ---->		Project Manager	Civil_Struct	Civil_Struct	CADD_PASS_Clerical	CADD_PASS_Clerical	CADD_PASS_Clerical		
Support Staff (SS) or Professional Level (PL)---->		Project Manager	Prof Eng II Civil/Struct	Eng II Civil/Struct	Word Processor	Clerical Supervisor	Project Assistant (PASS) II		
Labor Code ---->		PL V	PL IV	PL II	SS II	PL I	SS III		
Billing Rate ---->		X6	X8	Y4	W6	W2	P4		
TASK		Trips							
SITES NO 3 AND NO 4 ONLY									
TASK 100-Schematic Design (15%)									
100.01 Site Analysis - Site Options	4	35	20						55
100.02 Internal - Project File setup		4							4
100.03 Information Gathering / Site Analysis	2	35	20						55
100.04 SD Design Phase		18	20	20					58
100.05 Public Outreach Mtg	4	6	8						14
100.06 Submit SD Package to COEP		1	1				2		4
100.07 Attend COEP Review Mtg	1	4	4						8
100.08 Presentation to DRC, BOAC, PB	1	4	4						8
100.09 Prepare & Distribute Mtg Minutes		1					1		
TASK 200 - Design Development (30%)									
200.01 DD Design Phase		18	18	30					66
200.02 Opinion of Probable Cost		1	4	2					7
200.03 Submit DD Package to COEP		1	2				2		5
200.04 Attend COEP Review mtg	1	4	4						8
200.05 Attend CMAR/GMP Review mtg	1	4							4
200.06 Prepare & Distribute Mtg Minutes		2					1		
TASK 300 - Pre-Final Design (80%)									
300.01 Prepare CDS & Specifications		18	18	30	4	2	1		73
300.02 Opinion of Probable Cost		1	4						5
300.03 Perform internal QA/QC		4	4						8
300.04 Incorporate QA/QC comments		6	8	8					22
300.05 Submit PFD to COEP		1	2				1		4
300.06 Attend COEP Review mtg		4	4						8
300.07 Public Outreach Mtg	2	4	4						8
300.08 Prepare & Distribute Mtg Minutes		2					1		
TASK 400 - Final Design (100%)									
400.01 Review & Incorporate PFD Comments		4	5	12	1	1			23
400.02 Perform internal QA/QC		8	4						12
400.03 Incorporate QA/QC comments		4	2	4					10
400.04 Submit FD to COEP		6				1	1		10
400.05 Attend COEP Review mtg	1	10							5
400.06 Prepare & Distribute Mtg Minutes		4					1		
400.07 Incorporate Final Review Comments		4	2	4					8
400.08 Final, Sign & Seal Docs-Submit to City		4	2			1	1		
TASK 500 - Bid Phase Services									
500.01 Attend Pre-Bid Meeting		2	2						4
500.02 Answer Bidder Questions		6	6						12
500.03 Assist in Prep of Addenda		4	6			1	1		12
500.04 Finalize Construction Set for CMAR		2	4	4			1		11
TASK 600 - Construction Phase Services									
600.01 Answer RFIs		8	4				4		16
600.02 Submittal Reviews		8	4						12
600.03 Project Walkthroughs	6	10	10				5		25
600.04 Substantial Walkthrough/Punchlist	2	4	4						17
600.05 Attend Final Walkthrough/Punchlist	2	4	4		4	1	4		11
600.06 Prepare Record/Closeout dwgs		2	8				1		
BUDGET SUBTOTALS	HOURS/ Trips -	27	272	216	114	9	7	28	646
	SALARY		\$56,848	\$28,080	\$11,172	\$711	\$693	\$3,080	\$100,584

Client: City of El Paso  
Project: Regional Aquatic Facilities  
Project Location: City of El Paso  
Agreement Date: TBD

Parkhill, Smith & Cooper, Inc.  
Hourly Rate Schedule  
January 1, 2018 through December 31, 2018

Classification	Hourly Rate	Classification	Hourly Rate
SUPPORT STAFF I	\$50.00	PROFESSIONAL LEVEL III	
Engineering Student		Mechanical & Electrical	\$133.00
Design Student		Civil & Structural	\$130.00
Landscape Architect Student		Architect	\$121.00
Interior Design Student		Architect Intern	
SUPPORT STAFF II	\$86.00	Landscape & Interior	\$109.00
Engineering Technician		Interior Design Intern	
Engineering Student		Landscape Architect Intern	
Design Technician		Technologist	
CADD		Resident Project Representative	
Survey Technician		PROFESSIONAL LEVEL IV	
Administrative Assistant		Mechanical & Electrical	\$157.00
Project Assistant		Civil & Structural	\$154.00
Word Processor		Architect	\$144.00
File Specialist		Professional Architect	
SUPPORT STAFF III	\$95.00	Project Architect	
Engineering Technician		Landscape & Interior	\$119.00
Design Technician		Professional Landscape Architect	
CADD		Professional Interior Designer	
Administrative Assistant		Project Landscape Architect	
Project Assistant		Project Interior Designer	
PROFESSIONAL LEVEL I		Technologist	
Mechanical & Electrical	\$98.00	Resident Project Representative	
Civil & Structural	\$98.00	PROFESSIONAL LEVEL V	
Architect	\$98.00	Mechanical & Electrical	\$192.00
Architect Intern		Civil & Structural	\$188.00
Landscape & Interior	\$94.00	Architect	\$176.00
Interior Design Intern		Senior Architect	
Landscape Architect Intern		Landscape & Interior	\$145.00
Surveyor		Project Manager	
Technologist		Senior Landscape Architect	
Resident Project Representative		Senior Interior Designer	
PROFESSIONAL LEVEL II		Resident Project Representative	
Mechanical & Electrical	\$112.00	PROFESSIONAL LEVEL VI	
Civil & Structural	\$111.00	Mechanical & Electrical	\$217.00
Architect	\$107.00	Civil & Structural	\$209.00
Architect Intern		Architect	\$197.00
Landscape & Interior Design	\$99.00	Landscape & Interior	\$175.00
Intern Landscape Architect		Studio Leader	
Intern Technologist		Senior Project Manager	
Resident Project Representative		Senior Practice Leader	
Clerical Supervisor		PROFESSIONAL LEVEL VII	
		Mechanical & Electrical	\$234.00
		Civil & Structural	\$228.00
		Architect	\$218.00
		Landscape & Interior	\$196.00
		Operations Director	
		Sector Director	

**Expenses**

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

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

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above. Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2018 through December 31, 2018. After December 31, 2018, invoices will reflect the Schedule of Charges currently in effect.



Parkhill, Smith & Cooper, Inc.  
Statement of Direct Labor, Fringe Benefits, and General Overhead  
For the Year Ended September 30, 2016

Description	General Ledger Account Balance	% of Direct Labor
<b>Direct Labor:</b>	<u>\$ 12,798,945</u>	<u>100%</u>
<b>Indirect Cost:</b>		
<b>Fringe Benefits:</b>		
710.00 PTO Salaries	1,684,100	13.16%
711.00 Holiday Salaries	512,833	4.01%
712.00 Time Bank Salaries	45,103	0.35%
721.00 Employer FICA Expense	1,615,038	12.62%
721.01 Employer FICA Expense - Month End	12,022	0.09%
722.00 FUTA/SUTA Expense	49,823	0.39%
726.01 TPA Premiums - Medical	656,256	5.13%
726.02 UNUM Premiums	217,880	1.70%
726.03 Med Claims Expense	3,326,888	25.99%
726.04 Shareholder Premiums Received	(514,997)	-4.02%
726.05 Emp. Preiums Rec'd	(718,475)	-5.61%
726.07 Wellness	20,982	0.16%
726.08 HSA Employer Contribution	17,620	0.14%
727.00 Cafeteria Plan Administration	1,285	0.01%
727.01 Cafeteria Plan Forfeitures	(235)	0.00%
720.00 Retirement Plan	1,265,503	9.89%
723.00 Worker's Compensation	40,279	0.31%
Total Fringe Benefits	<u>8,231,904</u>	<u>64.32%</u>
<b>General Overhead:</b>		
701.00 Indirect Labor - Principal	1,506,191	11.77%
702.00 Indirect Labor - Employee	2,628,583	20.54%
703.00 Job Cost Variance	(38,854)	-0.30%
704.00 Indirect Labor - Month End	58,931	0.46%
705.00 Incentive Bonus	901,765	7.05%
713.00 Education Salaries	430,376	3.36%
714.00 Project Development Salaries	1,445,349	11.29%
715.00 Retirement Plan Salaries	6,782	0.05%
716.00 Prof Develop Salaries	349,125	2.73%
717.00 Marketing Salaries	363,316	2.84%
730.00 Licenses & Dues - Prof. & Business	119,393	0.93%

731.01	Education/Seminars	93,946	0.73%
731.03	Meetings	11,261	0.09%
732.00	Civic/Community Memberships	22,177	0.17%
733.00	Marketing	100,095	0.78%
733.01	Marketing - Trade Shows	59,863	0.47%
734.00	Consultants	290,198	2.27%
735.01	Advertising - Firm Promotion	21,973	0.17%
735.02	Advertising - Staff & Gov't Required	5,939	0.05%
736.00	Models & Renderings	27,445	0.21%
737.00	Project Closeouts/Warranties	439,018	3.43%
741.00	Rent	1,941,711	15.17%
741.01	Leased Space	386,438	3.02%
741.02	PSC Inc. Leased Space	816,000	6.38%
742.00	Storage	20,449	0.16%
743.00	Office Supplies	326,244	2.55%
744.00	Telephone	112,692	0.88%
745.00	Postage	75,658	0.59%
746.01	Charitable Contribution	209,912	1.64%
746.02	Political Contribution	10,901	0.09%
746.03	Community Service Activities	7,239	0.06%
747.00	Repairs/Maint	11,946	0.09%
748.00	Printing & Reproductions	105,207	0.82%
749.00	Publications/Subscriptions	20,094	0.16%
750.00	Machine Rental	247,170	1.93%
751.00	Legal	125,651	0.98%
752.00	CPA/Audit	133,785	1.05%
753.00	Filing/Permits/Notices	(148)	0.00%
754.01	Revolving Note Int Exp	27,574	0.22%
754.02	Building Int Expense	12,602	0.10%
754.04	Ex Principal Interest Expense	90,191	0.70%
754.06	Other Interest Expense	5,082	0.04%
755.01	Prof Liab Insurance	408,375	3.19%
755.02	Commercial Insurance	68,886	0.54%
755.03	Property/Content Insurance	63,505	0.50%
757.01	Franchise Tax	59,544	0.47%
757.02	Gross Receipt & Income Tax	125	0.00%
757.03	Property Tax	330,894	2.59%
759.00	Bank Charges	1,859	0.01%
760.00	Temporary Personel	12,293	0.10%
761.00	Flowers/Gifts	7,847	0.06%
764.00	Travel	683,564	5.34%
765.00	Meals & Entertainment	328,976	2.57%
766.00	Employee Morale & Activities	50,576	0.40%

767.01	Computer Supplies/Maintenance	92,710	0.72%
767.02	Software	11,582	0.09%
767.03	On-Line Fees/Tech Support/Annual Updates	1,203,486	9.40%
768.00	Surveying Equipment Charge	102	0.00%
769.00	Field Supplies	15,862	0.12%
773.01	Furniture & Fixture Depreciation	67,178	0.52%
773.03	Office Machines Depreciation	10,221	0.08%
773.05	Field Equipment Depreciation	97,291	0.76%
773.06	Computer Equipment Depreciation	528,584	4.13%
773.07	Software Amortization	116,481	0.91%
773.08	Purchased Goodwill Amortization	336,229	2.63%
773.09	Leasaehold Improvements Depreciation	90,996	0.71%
781.00	Janitorial Services	136,506	1.07%
782.00	Building/Grounds Maintenance	122,948	0.96%
785.00	Utilities	230,436	1.80%
791.00	Print Recovery	(233,465)	-1.82%
792.04	Surveying Recovery	(102,200)	-0.80%
<b>Total General Overhead</b>		<b>18,270,662</b>	<b>142.75%</b>
<b>Total Indirect Costs &amp; Overhead Rate</b>		<b>26,502,565</b>	<b>207.07%</b>
<b>MULTIPLIER</b>			
<b>Total Multiplier on Director Labor (15% Profit)</b>			<b>3.22</b>

**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

For the "**REGIONAL AQUATIC FACILITIES**" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under 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 oversight and management of the 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**

The Consultant shall do the following:

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**

The Consultant shall do the following separately:

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**

The Consultant shall do the following:

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

### **BIDDING PHASE**

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

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

#### **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 SCHEDULE**

For the "REGIONAL AQUATIC FACILITIES", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **ONE MILLION FIVE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED SIXTY NINE AND NO/100 DOLLARS (\$1,517,669.00)** 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.

#### **Lump Sum Payment to Consultant**

##### **A. Chelsea & Lionel Forti**

Report Phase	\$ 137,689.00
Preliminary Design Phase	\$ 177, 648.00
Pre-Final Design Phase	\$ 155, 429.00
Final Design Phase	\$ 104,010.00
Bidding Phase	\$ 39,112.00
Construction Phase	\$ 114,993.00

##### **B. Aquatic Sites 3 &4**

Report Phase	\$ 196, 573.00
Preliminary Design Phase	\$ 176, 262.00
Pre-Final Design Phase	\$ 156, 234.00
Final Design Phase	\$ 105, 642.00
Bidding Phase	\$ 37, 466.00
Construction Phase	\$ 116, 611.00

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

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.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

**Reimbursable Costs:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

**Receipts:** Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with the Owner's fiscal year.

**Communications Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

## **DELIVERABLE SCHEDULE**

### **REPORT PHASE**

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed for (A) the Chelsea & Lionel Forti and (B) Aquatic Sites 3 & 4. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **35 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. the time frame set forth in the written authorization from the Owner for the Consultant to

proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) 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 (10) copies** the required documents and services shall be submitted within **29 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### **PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **28 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **5 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the 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 **one (1) copy** of all addenda to the Owner for appropriate action within **two (2) consecutive calendar days**.

#### **PHASE V - CONSTRUCTION PHASE**

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty (60) days from the date of substantial completion.



**ATTACHMENT "E"**  
**INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **McLaughlin Brunson**  
A Risk Strategies Company  
12801 N CENTRAL EXPY, STE 1710  
Dallas, TX 75243

CONTACT NAME: **Joe Bryant**  
PHONE (A/C, No, Ext): **(214) 503-1212** FAX (A/C, No): **(214) 503-8899**  
E-MAIL: **certificate@mclaughlinbrunson.com**  
ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: **Travelers Casualty and Surety Company**

19038

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
**Parkhill, Smith & Cooper, Inc.**  
4222 85th St.  
Lubbock TX 79423

## COVERAGES

CERTIFICATE NUMBER: 39107123

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A					PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$
A	Professional Liability	✓	106653747	1/10/2017	1/10/2018	Per Claim \$2,000,000 Annual Aggregate \$4,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.

RE: City of El Paso Regional Aquatic Facilities Project

## CERTIFICATE HOLDER

## CANCELLATION

City of El Paso Regional Aquatic Facilities Project

City of El Paso  
Attn: Monica Castrejon  
218 N. Campbell St., Second Floor  
El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Bryant

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sanford & Tatum Insurance Agency PO Box 64790  Lubbock TX 79464		<b>CONTACT NAME:</b> Dee Bartlett <b>PHONE (A/C, No, Ext):</b> (806)792-5564 <b>FAX (A/C, No):</b> (806)792-9344 <b>E-MAIL:</b> bartlett@sanfordtatum.com <b>ADDRESS:</b>													
<b>INSURED</b> Parkhill, Smith & Cooper, Inc. 4222 85th Street  Lubbock TX 79423		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> Charter Oaks Fire Ins. Co</td><td><b>NAIC #</b> 25615</td></tr><tr><td><b>INSURER B:</b> Travelers Indemnity Co of Amer</td><td>25666</td></tr><tr><td><b>INSURER C:</b> Travelers Indemnity Co of Conn</td><td>25682</td></tr><tr><td><b>INSURER D:</b> Travelers Casualty and Surety Co. of America</td><td>31194</td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> Charter Oaks Fire Ins. Co	<b>NAIC #</b> 25615	<b>INSURER B:</b> Travelers Indemnity Co of Amer	25666	<b>INSURER C:</b> Travelers Indemnity Co of Conn	25682	<b>INSURER D:</b> Travelers Casualty and Surety Co. of America	31194	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b> Travelers Casualty and Surety Co. of America	31194														
<b>INSURER E:</b>															
<b>INSURER F:</b>															

## COVERAGES

CERTIFICATE NUMBER: 17/18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		P-630-5H948872	09/30/2017	09/30/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
	EACH OCCURRENCE	\$ 1,000,000																		
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																		
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA-5H948872	09/30/2017	09/30/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																		
	BODILY INJURY (Per person)	\$																		
	BODILY INJURY (Per accident)	\$																		
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-5H948872	09/30/2017	09/30/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
	EACH OCCURRENCE	\$ 5,000,000																		
	AGGREGATE	\$ 5,000,000																		
		\$																		
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-5H948872	09/30/2017	09/30/2018	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																			
	E.L. EACH ACCIDENT	\$ 1,000,000																		
	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																		
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			

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

Re: Regional Aquatic Facilities Project; The General Liability & Auto Policies Include A Blanket Automatic Additional Insured Endorsement That Provides Additional Insured Status To The Certificate Holder Only When There Is A Written Contract Between The Named Insured And The Certificate Holder That Requires Such Status. The General Liability, Auto & Workers Comp Policies Include A Blanket Automatic Waiver Of Subrogation Endorsement That Provides This Feature Only When There Is A Written Contract Between The Named Insured And The Certificate Holder That Requires It. The General Liability, Auto & Workers' Comp Policies Include A Notice Of Cancellation To Certificate Holders Endorsement, Providing For 30 Days Advance Notice If The Policy Is Canceled By The Company Other Than For Nonpayment Of Premium, 10 Day'S Notice After The Policy Is Canceled For Nonpayment Of Premium. Notice Is Sent To Certificate Holders With Mailing Addresses On File With

## CERTIFICATE HOLDER

## CANCELLATION

City Of El Paso Attn: Monica Castrejon  
218 N Campbell, 2nd Floor

El Paso

TX 79901-1196

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Dr. Daniel Tatum*

## COMMENTS/REMARKS

The Agent Or The Company. The Endorsement Does Not Provide For Notice Of Cancellation If The Named Insured Requests Cancellation.

4.3

CITY CLERK DEPT.  
2018 MAR 28 PM 1:27

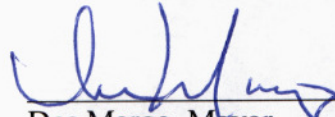
## RESOLUTION

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

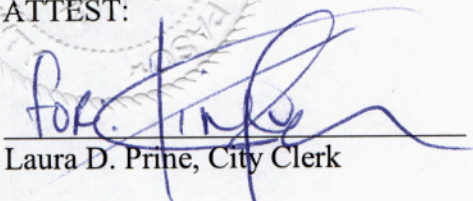
That the City Manager be authorized to sign a First Amendment to Agreement for Professional Services by and between the City of El Paso and **PARKHILL, SMITH & COOPER, INC.**, a Texas Corporation, for a project known as "**REGIONAL AQUATIC FACILITIES**", for Additional Services for theming concept design services for an additional amount not to exceed One Hundred Ninety Three Thousand Three Hundred Eighty and 00/100 Dollars (**\$193,380.00**), for an amended total contract amount not to exceed One Million Seven Hundred Eleven Thousand Forty Nine and 00/100 Dollars (**\$1,711,049.00**); 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 3<sup>rd</sup> DAY OF April 2018.

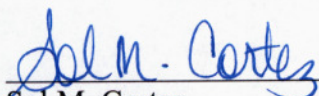
CITY OF EL PASO:

  
 Dee Margo, Mayor

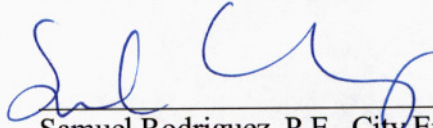
ATTEST:

  
 Laura D. Prine, City Clerk

APPROVED AS TO FORM:

  
 Sol M. Cortez  
 Senior Assistant City Attorney

APPROVED AS TO CONTENT

  
 Samuel Rodriguez, P.E., City Engineer  
 Capital Improvement Department



4.3  
CITY CLERK DEPT.  
2018 MAR 28 PM 1:27  
THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

FIRST AMENDMENT  
AGREEMENT  
FOR PROFESSIONAL SERVICES

This First Amendment to that certain Agreement for Professional Services is made this \_\_\_\_ day of April, 2018, by and between the City of El Paso, a Texas municipal corporation (the "**Owner**"), and Parkhill, Smith & Cooper, Inc. (the "**Consultant**").

**WHEREAS**, on January 23, 2018, the Owner entered into an Agreement for Professional Services for (the "**Agreement**") with the Consultant for a Project known as "Regional Aquatic Facilities" (the "**Project**");

**WHEREAS**, the Agreement may be amended under the provisions of Section 3.1 and Attachment "C" for the Consultant to provide Additional Services; and

**WHEREAS**, the parties hereto desire to amend the Agreement to provide Additional Services for theming concept design services at an additional cost of \$193,380.00, thereby extending the contract amount from \$1,517,669.00 to \$1,711,049.00.

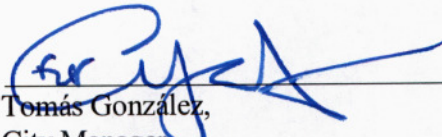
**NOW THEREFORE**, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Services.** The Owner hereby authorizes the Consultant to continue to perform the Services as described in Attachment "A" of the Agreement as well as perform the Additional Services as further described in Attachment "A" to this First Amendment.
2. **Payments to Consultant.** Payment to the Consultant for the Additional Services the subject of this First Amendment shall not exceed \$193,380.00.
3. **Time of Completion.** The additional services the subject of this First Amendment shall be completed within the original project schedule as set forth in the Agreement, following the Owner's written Notice to Proceed to the Consultant.
4. **Terms and Conditions.** All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

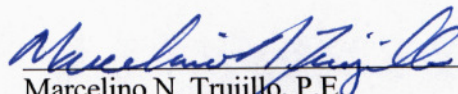
(Signatures Begin on the Following Page)

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

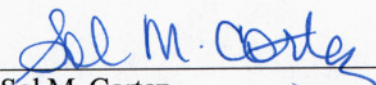
**THE CITY OF EL PASO**

  
\_\_\_\_\_  
Tomás González,  
City Manager

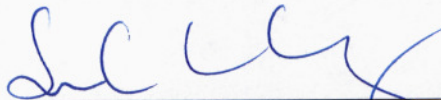
**CONSULTANT**

  
\_\_\_\_\_  
Marcelino N. Trujillo, P.E.  
Principal-in-Charge

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Sol M. Cortez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

**(Acknowledgements Begin on the Following Page)**



ACKNOWLEDGEMENTS

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 5<sup>th</sup> day of April,  
2018, by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

*cary westin for*



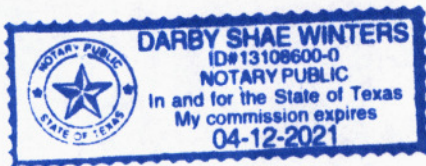
Darby Shae Winters  
Notary Public, State of Texas

My commission expires:

4-12-2021

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 28<sup>th</sup> day of March,  
2018, by **Marcelino N. Trujillo, P.E.**, as **Principal-in-Charge** of **Parkhill, Smith & Cooper, Inc.**



Darby Shae Winters  
Notary Public, State of Texas

My commission expires:

4-12-2021



## **ATTACHEMENT "A"**





501 W. San Antonio  
El Paso, Texas 79901  
915.533.6811

March 27, 2018

Ms. Monica Castrejon AAIA, LI, CNU-a  
Project Manager  
Capital Improvement Department  
218 N. Campbell St., Second Floor  
El Paso, TX 79901

RE: City of El Paso – Regional Aquatic Facilities – P.O. CEP35-1800000134  
Additional Services – Theming Concept Designs

Dear Ms. Castrejon,

With this letter Parkhill, Smith, & Cooper, Inc. would like to request an amendment to our contract of \$193,380.00 to provide Theming Concept Designs for five (5) Regional Aquatic Facilities. The Theming Concept Designs will be done by our sub-consultant Mycotoo, Inc., an entertainment development company. Attached is the proposal from Mycotoo that details their design philosophy, scope of work, and work schedule.

In summary, Mycotoo deliverables will include site visits and creative work sessions to develop theming ideas. A written narrative, and a conceptual program layout will be provided for each of the five (5) Regional Aquatic Facilities. The final deliverables will include three (3) black and white preliminary sketches that show guests' points of view of key areas, and two (2) color renderings of the concept designs, for each facility.

Please note that this contract amendment is only for Theming Concept Design Phase effort. Until the Concept Design Phase is completed, it will not be possible to provide an accurate fee for the remaining phases of the branding and theming design. Mycotoo and PSC intend to work in concert with the City to develop a budget for remaining phases which will include fees for design management, production, procurement, build, fabrication and installation.

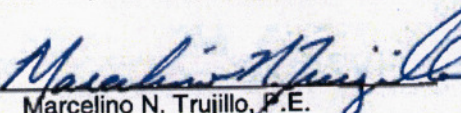
**FEE AMENDMENT SUMMARY:**

Theming/Branding Consultant	\$ 175,800.00
Subconsultant Coordination and Management (10%)	\$ <u>17,580.00</u>
<b>TOTAL</b>	<b>\$ 193,380.00</b>

If you have any questions, I can be reached at 915-533-6811 or on my cell at 915-543-0253.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By   
Marcelino N. Trujillo, P.E.  
Principal

MNT

Enclosures

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