

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

**AGENDA DATE:** August 30, 2022  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Yvette Hernandez, PE City Engineer, (915) 212-1860

**DISTRICT(S) AFFECTED:** All

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

**SUBGOAL:** 1.4: Grow the core business of air transportation

**SUBJECT:**

Discussion and action that the City Manager be authorized to sign the Agreement for Professional Services by and between the City of El Paso and **Parkhill, Smith & Cooper, Inc., a Domestic For-Profit Corporation**, for a project known as "**EPIA-Taxiway Golf Reconstruction**", for an amount not to exceed **\$876,370.00**; that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed \$50,000.00; and to approve Additional Services for an amount not to exceed \$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 not to exceed **\$976,370.00**; 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.

**BACKGROUND / DISCUSSION:**

This contract is for the professional engineering for the reconstruction of Taxiway Golf and its associated shoulders. This project will remove and replace the aging asphalt pavement of Taxiway Golf and include upgrading existing airfield lighting and signage components. All improvements will be in compliance with current FAA design circulars.

**SELECTION SUMMARY:**

Consultant selection was based on qualifications pursuant to the Professional Services Procurement Act, 23 CFR, Part 172, and Subchapter A, Chapter 2254, of the Texas Local Government Code. There were three offerors, all with local offices. The recommendation of staff is to award the contract to the offeror based on best demonstrated understanding of the project and FAA requirements, the experience of the project manager and team, and approach to completing the work.

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$876,370.00  
Funding Source: FAA Grant and Airport Enterprise  
Account: G62A204002 - 562-62330-580260-3080/3010

Taxiway Golf Reconstruction

Revised 2/23/2022-V2 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  X  YES \_\_\_ NO

PRIMARY DEPARTMENT: El Paso International Airport

SECONDARY DEPARTMENT:

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

**DEPARTMENT HEAD:**

Assistant Director Capital Improvement

*Jerry DeMuro/for*

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Yvette Hernandez, P.E. City Engineer

## RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Parkhill, Smith & Cooper, Inc., a domestic for-profit corporation for a project known as "EPIA-Taxiway Golf Reconstruction" for an amount not to exceed \$876,370.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$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 \$976,370.00; 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.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.


### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser, Mayor

### ATTEST:


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

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

### APPROVED AS TO CONTENT:

Assistant Director Capital Improvement

  
\_\_\_\_\_  
Yvette Hernandez, P.E., City Engineer  
Capital Improvement Department

# CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0521 ARCHITECT & ENGINEERING SVCS. FOR EPIA - TAXIWAY GOLF RECONSTRUCTION		
	GARVER	PARKHILL	RS&H
Rater 1	73	75	66
Rater 2	74	80	57
Rater 3	74	77	54
<b><u>Total rater scores</u></b>	221	232	177
References	10	10	9
<b><u>OVERALL SCORE</u></b>	<b><u>231</u></b>	<b><u>242</u></b>	<b><u>186</u></b>

HE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

AN AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2022 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 Domestic for-profit corporation, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “Taxiway Golf Reconstruction”, hereinafter referred to as the “**Project**”, as further described in **Attachment “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 the services identified in this Agreement 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 **\$876,370.00** 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 **\$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 **\$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 **\$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 AND TIME.** The Consultant acknowledges that the total project budget for the Project allocates is **\$876,370.00**, 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 FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees



that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**4.3.4 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  
\$1,000,000.00 Products/Completed Operations  
\$1,000,000.00 Personal and Advertising Injury
  
- b) **AUTOMOBILE LIABILITY**  
**Combined Single Limit**  
\$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** 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 \$1,000,000.00 on a claim 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.

## **ARTICLE VI. FEDERAL AND STATE PROVISIONS**

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE 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 and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state 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 and State 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 (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

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

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

**6.1.2 DBE GOOD FAITH EFFORTS.** The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this 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 offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

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

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

**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. ADP 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 Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, 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 Client 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 Client 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 Client to enter into such litigation to protect the interests of Client 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 has 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, other than the construction of the Project, 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 CONTRACTING INFORMATION**

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

**7.7 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.

**7.8 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.

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

**7.10 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.

**7.11 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.

**7.12 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: Mark D. Haberer  
501 W. San Antonio Ave.  
El Paso, Texas 79901

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

**7.13 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.

**7.14 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.

**7.15 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

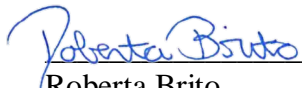


**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**


**CITY OF EL PASO:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Assistant Director Capital Improvement   
\_\_\_\_\_  
Yvette Hernandez, P.E., City Engineer  
Capital Improvement Department

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

*(Signatures begin on following page)*

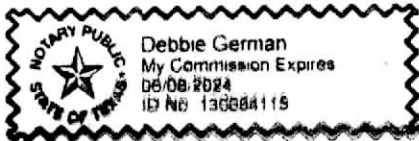
**CONSULTANT:**


By:   
Name: Mark D. Haberer, PE  
Title: Principal

**ACKNOWLEDGEMENT**

THE STATE OF Texas §  
§  
COUNTY OF Lubbock §

This instrument was acknowledged before me on this 11th day of August, 2022,  
by Mark D. Haberer, as Principal, on behalf of Consultant.



  
Notary Public, State of Texas

**My commission expires:**

2024.06.06

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

## **ATTACHMENT "A"**

### **Scope of Work**

The El Paso International Airport's objectives are to remove and replace asphalt on Taxiway G in accordance with current design standards. Removal and replacement of taxiway edge lights, electrical conduit installation, new guidance and distance remaining signs will also be included. The target year of construction is 2023. See schematic below for informational purposes only.

#### **DESIGN CRITERIA**

Taxiway G Reconstruction consists of full depth demolition of the existing asphalt pavement section and reconstruction of an asphalt pavement section to existing paving limits.

The new asphalt surface will be completed to approximately the existing grades, with verification of Federal Aviation Administration (FAA) surface gradient criteria and possible minor grade corrections.

The project includes new taxiway shoulders, new taxiway edge lights, and conversion of existing taxiway incandescent signs to LED. The project will be designed in accordance with the latest FAA design standards as outlined in FAA Advisory Circular (AC) 150/5300-13A. The pavement will be designed with FAARFIELD per AC 150/5320-6G

#### **SERVICES REQUIRED**

##### **Investigation**

All investigations include but are not limited to survey, geotechnical, utility coordination, drainage, FAA infrastructure coordination.

##### **Utility Investigation, Services and Coordination**

The consultant shall coordinate the project design with all utility companies that will be affected by the improvements. The purpose is to minimize utility relocation without compromising design standards. The consultant shall submit all applications to the utilities on behalf of the City, however, the City will pay all utility service fees. It is not the consultant's responsibility to pull the installation of the service, all activities required as part of the installation of the service will be coordinated and performed by the contractor doing the work.

All utility service requests shall be completed and submitted by the consultant before the construction documents are submitted for bid advertisement. The consultant shall prepare all metes and bounds descriptions for utility easements and/or vacations. The consultant shall coordinate easements and/or vacations with City staff and the respective utility companies. All documents and coordination efforts by the consultant shall be completed by or before the Final Design Phase due date.

As necessary, the consultant shall pothole utilities to determine both the vertical and horizontal alignments. This information will allow for a more complete project design and will minimize the potential conflicts during construction.

The consultant shall obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the Preliminary Design Phase,

and these existing utility structures shall be shown on the Preliminary Design Phase plan submittal.

As appropriate, the consultant shall correspond and meet with all affected utility companies to discuss the proposed design and to determine if a relocation is needed. If a relocation is required, the extent of the relocation will be determined. If a dispute arises, the consultant shall promptly set up a meeting between the City Project Manager and the utility company to discuss and resolve the issue.

The consultant, on behalf of the City, shall request that all affected utility companies relocate the services that are in conflict with the project improvements. However, each utility company can request that the City include, as part of the bid package, the relocation of their utility lines, provided that the utility company enters into an agreement with the City and provides the funding. The consultant shall coordinate this effort with the utility companies and advise them of the City's policy to minimize pavement cuts on new roadways.

All correspondence and meeting minutes shall be submitted to the City at the completion of each design phase. The construction documents shall show all utility company contacts, and shall clearly show all existing and proposed utility lines. All documents and coordination efforts by the consultant shall be completed by or before the Final Design Phase due date. The consultant shall submit all utility clearance letters from each utility company by or before the project is advertised for bid.

-Existing utility crossings include but are not limited to: gas, FAA communication cables, FAA electrical, and EPIA electrical.

### **Planning**

The designer shall assist the Owner in developing the phasing requirements per the requirements noted above

### **Soils Investigation**

The designer shall provide a subsurface soil investigation study for the project and should be submitted to the Owner for a review. Boring log information can be shown on construction documents with appropriate notes and disclaimers that will minimize change orders. The consultant shall provide pavement design for concrete. Soil investigation shall meet FAA requirements.

### **Surveys**

The designer shall provide all topographic and horizontal surveys for this project and to meet AC-18 requirements. The consultant will follow through with submittal thru the AGIS portal in accordance with AC 15, 17 and 18 requirements.

### **Design Analysis and Project Design**

The consultant shall perform a design analysis for each project to ensure public safety, and all design analysis must comply with the applicable City, County, State, FAA, and other applicable Federal regulations.

Design shall meet all City requirements for the project and shall be performed in phases, in accordance with the Project Schedule Section below.

The consultant shall determine the discipline of the State of Texas licensed designers that are required to perform this type of project design.

Besides complying with local codes, the consultant shall comply, at a minimum, with the City of El Paso's Design and Construction Standards, the City's Grading Ordinance, the City's Engineering Department Drawing Guidelines, the National Association of City Transportation Official's guidance and the Dark Sky Ordinance as applicable.

The consultant shall ensure that the project design is completed in compliance with all federal, state and local regulations and ordinances.

Early in the design the consultant shall coordinate the selection of materials and equipment with the appropriate City support departments.

### **Bidding**

The consultant shall submit the following for bidding:

- Full and complete sealed set of drawings both in hard copy and electronic format
- Full and complete sealed set of technical specifications both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form both in hard copy and electronic format
- Detailed real world value cost estimate in hard copy and electronic format

During the bidding process, the consultant shall assist the Owner with, but not limited to the following items: respond to all questions from perspective bidders, attend a pre-bid conference, and if required prepare addendums. The bids shall be advertised as a unit price contract and selection of the bidders shall be a "low bid" selection. Procurement documents shall follow FAA requirements.

### **Construction**

During the construction, the City may request that the consultant provide construction observation services, to be billed on a time and materials basis. These services may include but are not limited to:

- Attendance at the weekly construction meeting scheduled by the City Project Manager
  - Weekly project site visits and development of a project observations report within three (3) business days of the visit
- Respond to Requests for Information (RFIs) from the project contractor
- Review and approve contractor technical submittals within a schedule previously established by the City Project Manager

- Providing advice and recommendations to the Owner
- Participate in punch list inspections and produce punch lists for submittal to Owner
- Produce and provide (24" X 36") "as-built" drawings in an electronic format.

### **Technical Specifications**

The consultant shall prepare and provide technical specifications. The specifications shall be based on FAA requirements. . ***Sole sourcing will not be allowed.*** All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specifications shall correlate with unit price format. All specifications must comply with established specification standards and formats. The consultant shall provide both design and performance specifications.

### **Special Permits, and Other Land Use Permits**

The consultant shall submit the required number of plan sets to the City of El Paso Development Department. The consultant shall be responsible for obtaining the required approvals from the City of El Paso Planning and Inspection Department before the construction documents are submitted for bid advertisement. As applicable, it shall be the responsibility of the consultant to follow up on the review and approval process with the City of El Paso Planning and Inspections Department. *The consultant shall not be responsible for pulling the permit.* The pulling of the permit shall be the responsibility of the contractor. It is the responsibility of the City of El Paso Planning and Inspections Department to review the grading and drainage, storm water pollution prevention plan, and electrical permit requirements.

The consultant shall prepare all documents that include, but are not limited to, metes and bounds descriptions, site plans, elevations, layouts, and applications for permits. The consultant shall represent the City to make presentations and answer questions at the Open House Meetings and at City Council meetings, as necessary.

### **Storm Water Pollution Prevention Plan**

The consultant shall prepare and provide a storm water pollution prevention plan. The consultant shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Planning and Inspections Department for review and approval.

### **Public Involvement**

As necessary the consultant shall assist the City throughout public outreach activities in providing plans/exhibits showing the improvements and how improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase and the consultant shall be responsible to attend and make a presentation of the improvements and answer questions.

### **Construction Safety/Management plans**

The Consultant shall prepare a Construction Safety and Phasing Plan and a Construction Management Plan in accordance with FAA, Federal, State and City regulations.

### **Environmental Issues**

The project obtained environmental clearance from the FAA

### **Construction Sequencing Plan**

The consultant shall prepare a construction sequencing plan and submit it at all design phase submittals for review. The City will review and approve the sequencing plan. The contractor shall not be given the option of developing the sequence of construction.

### **Construction Schedule**

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





# **El Paso International Airport Taxiway Golf Reconstruction**

PREPARED FOR THE CITY OF EL PASO  
FEE PROPOSAL (REV2)  
JULY 2022

July 25, 2022

Ms. Shane Brooks, Capital Improvements Program Administrator  
El Paso International Airport  
6701 Convair Road  
El Paso Texas 79925

Re: El Paso International Airport - TWY Golf Reconstruction (REV 2 Fee Proposal)

Dear Ms. Brooks:

We are thrilled to partner alongside the El Paso International Airport (EPIA) as you undertake the TWY Golf Reconstruction project. Our commitment is to provide EPIA with a team who has extensive knowledge of the airport, highly specialized service, and can advance the Project on a schedule to align with anticipated FAA funding. Our team is ready! At your request, we prepared a fee proposal based on our April 21, 2022 discussion, our current understanding of requested services, feedback on our Rounds 1 and 2 scope/fee, and are hereby submitting Revision 2 for your review. A summary of our scope and assumptions follows:

### **SUMMARY OF PROPOSED PARKHILL SCOPE**

Please reference fee sheets included for further detail on our proposed scope.

1. We understand the Project scope to include:
  - a. Remove and replace asphalt taxiway and associated shoulders within approximate limits shown in exhibit. Reconstruction limits will extend full width of TOFA (171 ft based on ADG IIII criteria to best interface with Five-node and GA Apron projects by Garver, LLC.



- b. Remove and replace TWY G edge lights with new LEDs within limits shown.
- c. New electrical conduit and MITL circuitry within limits shown.
- d. Remove and replace guidance signage with LED signage within limits shown.
- e. Host utility coordination meeting.
- f. Drainage analysis and associated improvements for Project area. All drainage work will be coordinated with Garver who will perform the GA Apron Reconstruction project adjacent to TWY Golf.

- g. Parkhill will prepare a Stormwater Pollution Prevention Plan (SWPPP) and coordinate approval through the City of El Paso.
    - h. Construction Safety and Phasing Plan (CSPP) and Construction Management Plan (CMP), prepared and submitted to FAA for approval.
    - i. Parkhill will submit all Construction Documents to the City of El Paso for review and permitting.
    - j. PCN determination for as-designed pavement section.
    - k. Upload of final Project survey data to the FAA ADIP portal per AC 150/5300- 16, 17, and 18 standards.
    - l. Update to EPIA Signage and Marking Plan.
2. Parkhill Team will provide Design Phase, Bidding Phase, Construction Phase, and limited Closeout Phase services for Taxiway Golf Reconstruction.
3. Design Phase anticipates:
  - a. Preliminary Design (60 days),
  - b. Pre-Final Design (60 days), and
  - c. Final Design (15 days) submittals,
  - d. But overarching intent is a 100% review package to FAA by February 1, 2023 and bid packet ready by April 1, 2023.
4. **TASK 2, PRELIMINARY DESIGN SERVICES:** Parkhill will undertake preliminary engineering services in accordance with FAA AC 150/5100-14E Section 1.4.2.1 to fully evaluate identified segments of Taxiway Golf and define reconstruction design scope. Preliminary Design will proceed in accordance with FAA AC 150/5100-14E Section 1.4.2.2 to prepare minimum 60% Bid Documents based on scope established. Parkhill will:
  - a. Parkhill will:
    - i. Commence with a Predesign Meeting in accordance with FAA AC 150/5300-9B in person involving key Parkhill subconsultant staff. This meeting will discuss scope, Owner objectives, schedule, budget, safety/phasing, and other pertinent information. Parkhill will prepare agenda, host meeting, and issue minutes.
    - ii. Parkhill will develop a Master Project Schedule and distribute to all stakeholders for review and input. This schedule will account for all Project phases and incorporate FAA grant timing and other key constraints. Master Project Schedule will guide Project from start to finish.
    - iii. Parkhill will undertake pavement evaluation considering recommendations from FAA AC 150/5320-6F Chapter 6:
      - 1) Perform a review of historic project records per 601(a) to determine pavement section(s), age, previous rehabilitation, and other factors to benefit analysis and solution. This will involve comprehensive review and documentation of findings.
      - 2) Perform a visual inspection of Taxiway Golf segments identified herein.
      - 3) Undertake sampling and testing per 601(c) to include a direct sampling through a geotechnical investigation. Geotechnical cores are also critical in identifying existing pavement section materials. By applying geotechnical core/bore test results, pavement analyses and design are more accurate than relying on simple assumptions leading to saved construction costs. Geotechnical investigation scope is detailed in attached proposal.
      - 4) Explore various reconstruction alternatives and summarize applicability for different pavement sections and distress types. Cost information will be compiled for each reconstruction alternative. Reconstruction alternatives might include full-depth reclamation, partial-depth reclamation or full-depth reclamation.
      - 5) Alternatives will include an Opinion of Probable Cost (OPC) and associated matrix of pros/cons for Owner consideration. Additionally, based on known budget constraints and other parameters such as access/phasing, Parkhill will prepare a recommendation for reconstruction.

- iv. Prepare a 60% Plan Set to include cover sheet, sheet index, survey control, safety/phasing sheets and related details, erosion control plan and related details, reconstruction plan sheets, and pavement reconstruction details. Other plan sheets will include lighting, signage, and drainage improvements.
- v. Prepare 60% Technical Specifications per FAA AC 150/5370-10H and submit modification to standard if required.
- vi. Prepare 60% FAA General Provisions and other FAA boilerplate documentation.
- vii. Prepare a 60% Construction Management Plan (CMP) to document required QC and QA testing.
- viii. Prepare complete Construction Safety and Phasing Plan (CSPP), incorporating EPIA input.
- ix. Prepare 60% Engineer's Basis of Design Report.
- x. Perform QA/QC on project deliverables to include verification of bid items and related quantities.

b. **DELIVERABLES:** All Task 2 referenced documents will be compiled and submitted to EPIA and FAA for review. Project will be submitted to FAA OE/AAA website for airspace review. CSPP will be uploaded to FAA OE/AAA website for review. Following review by EPIA and FAA, Parkhill will host a review meeting virtually to discuss comments then issue meeting minutes.

5. **TASK 3, PRE-FINAL AND FINAL DESIGN SERVICES:** Parkhill will undertake Pre-Final and Final Design in accordance with FAA AC 150/5100-14E Section 1.4.2.2 to prepare minimum Bid Documents based on scope established in Task 2. Parkhill will structure documents to reflect Base Bid and Additive Alternate(s), if necessary.

a. Parkhill will:

- i. Prepare 90% and 100% Plan Sets to include cover sheet, sheet index, survey control, safety/phasing sheets and related details, erosion control plan and related details, reconstruction plan sheets, and pavement rehabilitation details. Other plan sheets will include lighting, signage, and drainage improvements.
- ii. Prepare 90% and 100% Technical Specifications per FAA AC 150/5370-10H and incorporate any approved modification to standard.
- iii. Prepare 90% and 100% FAA General Provisions and other FAA boilerplate documentation.
- iv. Prepare bid form for review by Purchasing Manager or others.
- v. Prepare a 90% and 100% CMP to document required QC and QA testing.
- vi. Update CSPP, incorporating EPIA and FAA input.
- vii. Update OPC to reflect 90% and 100% design.
- viii. Prepare 90% and 100% Engineer's Basis of Design Report
- ix. Perform QA/QC on project deliverables to include verification of bid items and related quantities.
- x. Assist with required local review and permitting. 90% documents will be submitted to City of El Paso BPI concurrent with submission to EPIA & FAA.
- xi. Complete FAA review checklist.

b. **DELIVERABLES:**

- i. All Task 3 referenced documents will be compiled and submitted to EPIA and FAA for review. CSPP will be uploaded to FAA OE/AAA website for a second review. Following review by EPIA and FAA, Parkhill will host a review meeting virtually to discuss comments then issue meeting minutes.
- ii. Following review meeting and receipt of all comments, Parkhill will proceed with preparation and delivery of 100% Bid Documents.

6. **TASK 4, Bidding Phase Services:** Parkhill will undertake Bid Phase Services in accordance with FAA AC 150/5100-14E Section 1.4.2.3 and assist EPIA in all aspects of Project procurement. Parkhill will:

- a. Provide final Bid Documents for EPIA use. Documents will include Plans, Project Manual, and Bid Form. Project Manual will contain FAA boilerplate, Technical Specifications, and all required appendices. We anticipate City of El Paso will add necessary front-end documents and perform final compilation for advertisement.
- b. Prepare recommendation for liquidated damages and submit to EPIA.
- c. Lead on-site Prebid Meeting per FAA AC 150/5300-9B.

- d. Respond to Bidder questions and issue Addenda as required.
  - e. Assist with analysis of Bids and prepare a Recommendation for Award.
  - f. Prepare Conformed Construction Documents for issuance to EPIA, FAA, and Contractor.
7. **TASK 5, CONSTRUCTION ADMINISTRATION SERVICES:** Parkhill will undertake Construction Administration Services in accordance with FAA AC 150/5100-14E Section 1.4.2.4 and assist EPIA with Project Administration on an hourly rate basis. All Construction Management and RPR duties to be by others. Parkhill will:
- a. Attend Preconstruction Meeting in person.
  - b. Attend Prepave Meeting in person.
  - c. Attend Progress Meetings virtually.
  - d. Review submittals.
  - e. Respond to RFIs.
  - f. Assist with preparation of change orders.
  - g. Correspond with Owner and Construction Manager.
  - h. Periodically visit site to observe construction.
  - i. Participate in final Project inspection.
8. **TASK 6, RESIDENT PROJECT REPRESENTATIVE SERVICES:** Excluded from Parkhill's scope.
9. **TASK 7, CLOSEOUT PHASE SERVICES:** Parkhill will undertake Closeout Phase Services in accordance with FAA AC 150/5100-14E Section 1.4.2.5 and assist EPIA and Construction Manager with Project Closeout. Primary responsibilities for Project Closeout and the Project Final Report by Construction Manager. Parkhill will:
- a. Prepare Record Drawings based on data provided by Construction Manager and Contractor.
  - b. Update EPIA signage plan.
  - c. Prepare and submit FAA AGIS information in accordance with AC 150/5300-16, 17, and 18.
  - d. Determine as-designed PCN.
10. **TASK 8, SUBCONSULTANT SERVICES FOR DESIGN:** Parkhill will undertake Special Services in accordance with FAA AC 150/5100-14E Section 1.5 as necessary to support design. Parkhill will retain a subconsultant for:
- a. topographic survey.
  - b. geotechnical investigation.
  - c. pavement analysis.
  - d. cost estimating and independent review.
11. **TASK 9, SUBCONSULTANT SERVICES FOR CONSTRUCTION:** Parkhill will undertake Special Services in accordance with FAA AC 150/5100-14E Section 1.5 as necessary to support construction. Parkhill will retain a subconsultant for:
- a. assistance with lighting and signage.
  - b. assistance with pavement quality.
  - c. FAA AGIS work.

### **ASSUMPTIONS**

1. Design fleet mix provided by EPIA.
2. Project scope does not extend beyond width of TOFA.
3. Utility locates will be part of the standard "one call" process and any marked utilities will be documented by our surveyor based on markings alone. Utilities not located as part of the "one call" process or utilities not documented on record drawings or noted during interviews with EPIA or FAA personnel may be subject to change order.
4. Parkhill pavement design and plan set will account for an asphalt pavement section only. A concrete pavement alternative will not be included.

### **EXCLUSIONS**

1. Construction Management and RPR services are not included and assumed covered by others.
2. Parkhill scope does not include design and construction oversight effort related to relocation or adjustment of franchise utilities.
3. Subsurface utility engineering (SUE) services.
4. New aerial imagery excluded from FAA AGIS services.

- 5. Falling-Weigh Deflectometer Analysis
- 6. NEPA Environmental.
- 7. QA Construction Materials Testing.
- 8. QA Surveying during construction.
- 9. Complete drainage analysis and review of upstream and downstream stormwater systems is not included in fee proposal.
- 10. Survey for as-builts/record drawings. Parkhill will rely on Construction Manager or Contractor to provide required data.
- 11. Closeout report by Construction Manager, except for items noted in Parkhill scope.
- 12. Updates to Airport Lighting Control System.

**FEE SUMMARY**

Based on scope of work and assumptions indicated, Parkhill is pleased to submit the following fee summary for EPIA consideration:

**PARKHILL TASK BASIS**

Task 2PDS – Preliminary Design Services	\$176,250
Task 3FDS – Pre-Final/Final Design Services	\$196,300
Task 4BID – Bid Phase Services	\$24,300
Task 5CON – Construction Phase Services	\$189,900
Task 7CLO – Closeout Phase Services	\$23,900
Task 8SSD – Subconsultant Services for Design	\$199,650
Task 9SSC – Subconsultant Services for Construction	\$66,070
	<u>TOTAL \$876,370</u>

**PROJECT PHASE BASIS**

Geotechnical Investigation	\$51,570
Topographical Survey	\$46,100
Design Phase	\$474,530
Bidding Phase	\$28,360
Construction	\$225,280
Closeout Phase	\$23,900
Post-Construction AGIS	\$26,630
	<u>TOTAL \$876,370</u>

Please review and contact me directly at [mhaberer@parkhill.com](mailto:mhaberer@parkhill.com) or 806.473.3600 with anything further. Thank you again for this opportunity!

Sincerely,



Mark D. Haberer, PE  
Principal-in-Charge / Project Manager

MDH/dg  
Enclosures

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

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# DETAILED FEE PROPOSAL

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# Parkhill Detailed Fee Proposal



## Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: July 23, 2022

Prepared By: Haberer  
 Principal: Haberer  
 Project Manager: Haberer

Project Name: Reconstruction of Taxiway G  
 Project Number: 3130.00  
 Task/Discipline: 2PDS  
 Projected Start Date: August 23, 2022

Fee (Revenue) Type: Lump Sum  
 Markup on Direct Expenses: 5.00%  
 Markup on Reimbursables: 5.00%

Fee Costs Summary <small>(Profit and Markup Included in Total Fee)</small>	Fee Summary <small>(OH and Profit in Labor, Markup included in Directs and Reimbursables)</small>
Labor Cost: <u>\$166,420</u>	Labor: <u>\$166,420</u>
Direct Consultants: _____	Directs: <u>\$9,834</u>
Direct Expenses: <u>\$9,366</u>	Subtotal: <u>\$176,254</u>
Reimbursable Consultants: _____	Reimbursables: _____
Reimbursable Expenses: _____	<b>Total Fee: <u>\$176,254</u></b>
<b>Total Fee: <u>\$176,254</u></b>	

\$176,250

# Parkhill Detailed Fee Proposal (cont.)

Labor Costs		Project: Reconstruction of Taxiway G		Project Number: 3130		Task/Discipline: 2PDS		Current Fee: \$176,254	
Category	Staff Title - Level Hourly/Billing Rate	1	2	3	4	5	6	7	8
Resource (Employee Name (Blank if not known))	Subtask/Phase	Civil/Structural PL VII - Sector Director CV STR \$307.00	Civil/Structural PL VII - Project Civil Engineer CV-STR \$307.00	Civil/Structural PL VI - Project Civil Engineer CV-STR \$257.00	Civil/Structural PL V - Civil Project Engineer CV-STR \$239.00	Civil/Structural PL III - Civil Engineer CV- STR \$170.00	Civil/Structural PL II - Civil Engineer CV- STR \$137.00	Support Support Staff V \$111.00	
Task/Discipline	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
<b>PRELIMINARY DESIGN</b>									
<b>Project Management</b>									
Coordinate subcontractor field work		8							10
Coordinate project staffing		8							8
Project management specific to drainage analysis			4						4
Monthly invoicing			2						2
Weekly coordination with EPIA PM			3						3
<b>Meetings</b>									
Project scoping meeting virtually			0.5						1
Pre-design meeting in El Paso, including minutes			12						38
Visual inspection of project site (in conjunction with kickoff meeting)			3						10
Utility coordination meeting in El Paso (in conjunction with kickoff meeting), including minutes			2						7
Internal weekly design team meetings, including minutes			4						24
Virtual progress meeting with EPIA, including minutes (assume 2)			2						8
Drainage analysis review meeting with CoEP			2						4
Preliminary design phase review meeting (virtual), including minutes			2						8
<b>Design/Plan Preparation</b>									
Obtain and review survey data			1						5
Obtain and review geotechnical investigation data			1						4
Obtain and review FWD data			2						6
Develop Preliminary Taxiway G of geometry			1						9
Finalize fleet mix and operations data			1						6
Review Taxiway geometry			1						3
Develop preliminary SWPPP			1						7
Create Civil 3D model/ explore existing grading and develop grading concept(s)			1						44
Analyze necessary utility modifications			1						21
Perform drainage analysis and coordinate with CoEP			2						13
Design drainage improvements			2						90
Document design in Design Basis Report			4						28
Complete preliminary drawings (50-60 sheets) - cover sheet (1 sheet)			2						40
- summary of quantities, location map and sheet index (1 sheet)									1
- project airport layout plan, project general notes (1 sheet)									1
- storm water pollution prevention plan (SWPPP) (1 sheet)			1						2
- storm water pollution prevention plan (site plan) (2 sheets)			2						7
- construction phasing, safety plan and detail (8 sheets)									14
- demolition plan (6 sheets)									50
- project layout plan (6 sheets)									18
- drainage infrastructure plan (2 sheets)									20
- making layout plan (6 sheets)									19
- electrical lighting, sign and circuitry plan (6 sheets)									9
- miscellaneous demolition details (1 sheet)									32
- miscellaneous paving and drainage details (2 sheets)									6
- miscellaneous electrical details (2 sheets)									7

# Parkhill Detailed Fee Proposal (cont.)

Project: Reconstruction of Taxiway G		Project Number: 3130		Task/Discipline: 2PDS		Current Fee: \$176,254												
Labor Costs	Category	1		2		3		4		5		6		7		8		
		Staff Title - Level	Hourly/Billing Rate	Hours	Staff Title - Level	Hourly/Billing Rate	Hours	Staff Title - Level	Hourly/Billing Rate	Hours	Staff Title - Level	Hourly/Billing Rate	Hours	Staff Title - Level	Hourly/Billing Rate	Hours	Staff Title - Level	Hourly/Billing Rate
	Resource (Employee) Name (Blank if not known)																	
	Subtask/Phase																	
	Trips																	
	Specifications and CMP																	
	Prepare DRAFT FAA Boilerplate			1														
	Prepare DRAFT Special Provisions			1														
	Civil Technical Specifications			1		4												
	Electrical Technical Specifications			1		2												
	Compile appendices			1		1												
	Develop DRAFT CMP			1		16												
	<b>CSPP and 7460</b>			2		16												
	Complete DRAFT CSPP			2		16												
	Complete 7460 information for EPIA			1		1												
	<b>EOPC and Schedule Update</b>																	
	Perform bid item quantity calculations			1		4												
	Research unit prices			1		4												
	Develop preliminary EOPC			1		4												
	Prepare/update design schedule			2		8												
	Prepare DRAFT construction schedule			1		8												
	<b>Parkhill SO 1 QA/QC</b>																	
	Perform independent quantity takeoff			2		6												
	Administer PM QC checklist			2		6												
	Administer PE QC checklist			16		16												
	Independent document review			16		16												
	Labor Subtotals			98		\$29,933												
	Hours			75		\$23,025												
	Salary			85		\$21,845												
	Trip Count			173		\$41,228												
				90		\$15,300												
				214		\$29,318												
				52		\$5,772												
				786		\$169,210												

# Parkhill Detailed Fee Proposal (cont.)

Direct Expenses		Project: Reconstruction of Taxiway (Project No: 3130)		Task: 2PDS		Current Fee: \$176,254	
Expenses included in lump sum fee. Not billed to client.							
							Amount
<b>Direct Consultant Costs</b>							
611 Structural Consultant							
612 Mech/Elec Consultant							
613 Environ/Civil Consultant							
614 Architectural Consultant							
615 Testing Consultant (Geotech, CMT, TAB, etc.)							
616 Surveying Consultant							
617 Interior Design Consultant							
618 Other Consultant - Kitchen / Food Consultant							
618 Other Consultant - Acoustical Consultant							
618 Other Consultant - AV/ IT Consultant							
618 Other Consultant							
<b>Total Direct Consultants</b>							
<b>Direct Expense Costs</b>							
621 Travel							
Motel	3 Days @	3 Men @	\$140.00 /Man-day	=		\$1,260.00	
Air Travel	3 Air Fare @	3 Men @	\$650.00 /Man	=		\$5,850.00	
Parking	6 Days @		\$15.00 /Day	=		\$90.00	
Car Rental	2 Days @		\$120.00 /Day	=		\$240.00	
Mileage	40 Miles @		\$0.585 @	3 Trips	=	\$70.20	
						Subtotal	\$7,510
622 Reproductions							
Blackline Prints							
34" x 22"		Shts @	\$2.50 /Sht @		Sets =		
36" x 24"		Shts @	\$2.75 /Sht @		Sets =		
42" x 30		Shts @	\$3.25 /Sht @		Sets =		
Other		sf @	\$0.55 /sf @		Sets =		
Mounting Foam Board		Boards @	\$10.00 /ea @				
Printing:							
Set Up Fee	60	Originals @	\$0.15 /Sht @		Submittals =		
8-1/2" x 11" B&W	800	Originals @	\$0.09 /Sht @		5 Sets =	\$360.00	
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @		Sets =		
11" x 17" B&W	30	Originals @	\$0.18 /Sht @		5 Sets =	\$27.00	
11" x 17" Color	30	Originals @	\$1.05 /Sht @		5 Sets =	\$157.50	
Binding Cost	5	Sets @	\$2.00 /Set		=	\$10.00	
Misc Printing/Copying	500	Shts @	\$0.09 /Sht		=	\$45.00	
Scan to file							
Burn to CD/DVD		CD/DVD @	\$13.50 /each		=		
Scan Specs		Originals @	\$0.15 /Sht		=		
Scan Drawings		Originals @	\$1.50 /Sht		=		
						Subtotal	\$600
623 Models/Renderings/Photos			Shots @	/Shot			
624 Telephone	20	Calls @	\$2.00 /Call				\$40
625 Meals	6	Days @	3 Men @	\$64.00 /Man-day			\$1,152
626 Field Supplies							
628 Postage	2	Mailings @	\$2.00 /Mailing (Standard)				\$4
628 Postage	2	Mailings @	\$30.00 /Mailing (Overnight)				\$60
629 Publications							
630 Misc Reimbursable Exp							
632 Temporary Personnel							
634 Office Supplies							
635 CADD							
636 Field Equip Rental							
639 License & Regulation Fee							
643 NM Gross Receipt Tax							
647 Computer Supplies							
<b>Total Direct Expenses</b>							\$9,366

# Parkhill Detailed Fee Proposal (cont.)



## Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: July 23, 2022

Prepared By: Haberer  
 Principal: Haberer  
 Project Manager: Haberer

Project Name: Reconstruction of Taxiway Golf  
 Project Number: 3130.00  
 Task/Discipline: 3FDS  
 Projected Start Date: August 23, 2022

Fee (Revenue) Type: Lump Sum  
 Markup on Direct Expenses: 5.00%  
 Markup on Reimbursables: 5.00%

Fee Costs Summary		Fee Summary	
(Profit and Markup Included in Total Fee)		(OH and Profit in Labor, Markup included in Directs and Reimbursables)	
Labor Cost:	<u>\$194,597</u>	Labor:	<u>\$194,597</u>
Direct Consultants:		Directs:	<u>\$1,656</u>
Direct Expenses:	<u>\$1,577</u>	Subtotal:	<u>\$196,252</u>
Reimbursable Consultants:		Reimbursables:	
Reimbursable Expenses:		Total Fee:	<u>\$196,252</u>
<b>Total Fee:</b>	<b><u>\$196,252</u></b>		

→ \$196,300

# Parkhill Detailed Fee Proposal (cont.)

Labor Costs		Project: Reconstruction of Taxiway Golf		Project Number: 3130		Task/Discipline: 3FDS		Current Fee: \$196,252			
Category	Staff Title - Level	Hourly/Billing Rate	Resource (Employee) Name (Blank if not known)	1	2	3	4	5	6	7	8
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
FINAL DESIGN											
Project Management											
	Coordinate project team staffing and tasking		8								
	Monthly Invoicing		2								
	Routine coordination with EPA		8								
	Coordinate agency review with FAA		2								
Meetings											
	Internal design team meetings, including documentation		4								
	Virtual progress/coordination meetings with EPA, including minutes (assume 2)		4								
	Meeting Preparation		1								
	Meeting Attendance		2								
	Meeting Minutes (Prepare and Issue)		1								
	Virtual Pre-final design phase review meeting with EPA, including minutes		4								
	Meeting Preparation		1								
	Meeting Attendance		1								
	Meeting Minutes (Prepare and Issue)		0.5								
	Virtual final design phase review meeting with EPA, including minutes		1								
	Meeting Preparation		1								
	Meeting Attendance		2								
	Meeting Minutes (Prepare and Issue)		1								
	Miscellaneous site visit		12								
	Miscellaneous communication with EPA		4								
Design/Plan Preparation											
	Finalize Taxiway Golf Geometry		1								
	Develop final SWPPP		30								
	Finalize Civil 3D model and grading concept		2								
	Finalize necessary utility modifications		4								
	Final design of drainage improvements		24								
	Document design in Design Basis Report		2								
	Complete preliminary drawings (50-60 sheets)		2								
	- cover sheet (1 sheet)		1								
	- summary of quantities, location map and sheet index (1 sheet)		1								
	- project airport layout plan, project general notes (1 sheet)		1								
	- storm water pollution prevention plan (SWPPP) (1 sheet)		2								
	- storm water pollution prevention plan (site plan) (2 sheets)		4								
	- construction phasing, safety plan and details (8 sheets)		8								
	- demolition plan (6 sheets)		6								
	- project layout plan (6 sheets)		6								
	- drainage infrastructure plan (2 sheets)		2								
	- drainage layout plan (6 sheets)		6								
	- electrical lighting, sign and circuitry plan (6 sheets)		6								
	- miscellaneous demolition details (1 sheet)		1								
	- miscellaneous paving and drainage details (2 sheets)		2								
	- miscellaneous electrical details (2 sheets)		2								
Specifications and CMP											
	Prepare FINAL FAA Boilerplate		1								

# Parkhill Detailed Fee Proposal (cont.)

Labor Costs		Project: Reconstruction of Taxiway Golf		Project Number: 3130		Task/Discipline: 3FDS		Current Fee: \$196,252										
Category	Staff Title - Level	Hourly/Billing Rate	1		2		3		4		5		6		7		8	
			Resource (Employee) Name	Hours	Resource (Employee) Name	Hours	Resource (Employee) Name	Hours	Resource (Employee) Name	Hours	Resource (Employee) Name	Hours	Resource (Employee) Name	Hours	Resource (Employee) Name	Hours	Resource (Employee) Name	Hours
	Finalize CSPP		1															
	Finalize CSPP		2															
	Submit phasing and safety plans 7460																	
	EDPC and Schedule Update																	
	Perform bid item quantity calculations		1															
	Research unit prices		1															
	Develop FINAL EOPC		1															
	Prepare/Update design schedule		1															
	Prepare FINAL construction schedule		1															
	Parkhill SQ 1 QA/QC (95% Plans)																	
	Perform independent quantity takeoff		2															
	Administer PM QC checklist		32															
	Administer PE QC checklist																	
	Independent document review																	
	Other																	
	Labor Subtotals		113		96		94		109		116		242		54		914	
	Hours		\$34,538		\$29,472		\$24,158		\$47,561		\$19,720		\$33,154		\$5,994		\$196,252	
	Salary																	

# Parkhill Detailed Fee Proposal (cont.)

Direct Expenses		Project: econstruction of Taxiway GcProject No: 3130		Task: 3FDS	Current Fee: \$196,252
Expenses included in lump sum fee. Not billed to client.					
					Amount
<b>Direct Consultant Costs</b>					
611 Structural Consultant					
612 Mech/Elec Consultant					
613 Environ/Civil Consultant					
614 Architectural Consultant					
615 Testing Consultant (Geotech, CMT, TAB, etc.)					
616 Surveying Consultant					
617 Interior Design Consultant					
618 Other Consultant - Kitchen / Food Consultant					
618 Other Consultant - Acoustical Consultant					
618 Other Consultant - AV/ IT Consultant					
618 Other Consultant					
<b>Total Direct Consultants</b>					
<b>Direct Expense Costs</b>					
621 Travel					
Motel	1 Days @	1 Men @	\$140.00 /Man-day	=	\$140.00
Air Travel	1 Air Fare @	1 Men @	\$650.00 /Man	=	\$650.00
Parking	Days @		/Day	=	
Car Rental	Days @		/Day	=	
Mileage	30 Miles @	\$0.585 @	1 Trips	=	\$17.55
					Subtotal
					\$808
622 Reproductions					
Blackline Prints					
34" x 22"		Shts @	\$2.50 /Sht @	Sets =	
36" x 24"		Shts @	\$2.75 /Sht @	Sets =	
42" x 30		Shts @	\$3.25 /Sht @	Sets =	
Other		sf @	\$0.55 /sf @	Sets =	
Mounting Foam Board		Boards @	\$10.00 /ea @		
Printing:					
Set Up Fee	60 Originals @	\$0.15 /Sht @		Submittals =	
8-1/2" x 11" B&W	800 Originals @	\$0.09 /Sht @		5 Sets =	\$360.00
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @	Sets =	
11" x 17" B&W	30 Originals @	\$0.18 /Sht @		5 Sets =	\$27.00
11" x 17" Color	30 Originals @	\$1.05 /Sht @		5 Sets =	\$157.50
Binding Cost	5 Sets @	\$2.00 /Set		=	\$10.00
Miscellaneous Printing	500 Shts @	\$0.09 /Sht		=	\$45.00
Scan to file					
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=	
Scan Specs		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
					Subtotal
					\$600
623 Models/Renderings/Photos		Shots @	/Shot		
624 Telephone	20 Calls @	\$2.00 /Call			\$40
625 Meals	1 Days @	1 Men @	\$64.00 /Man-day		\$64
626 Field Supplies					
628 Postage	3 Mailings @	\$2.00 /Mailing (Standard)			\$6
628 Postage	2 Mailings @	\$30.00 /Mailing (Overnight)			\$60
629 Publications					
630 Misc Reimbursable Exp					
632 Temporary Personnel					
634 Office Supplies					
635 CADD					
636 Field Equip Rental					
639 License & Regulation Fee					
643 NM Gross Receipt Tax					
647 Computer Supplies					
<b>Total Direct Expenses</b>					<b>\$1,577</b>



# Parkhill Detailed Fee Proposal (cont.)



## Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: July 23, 2022

Prepared By: Haberer  
 Principal: Haberer  
 Project Manager: Haberer

Project Name: Taxiway Golf Reconstruction  
 Project Number: 3130.00  
 Task/Discipline: 4BID  
 Projected Start Date: August 23, 2022

Fee (Revenue) Type: Hourly Rate w/Max  
 Markup on Direct Expenses: 5.00%  
 Markup on Reimbursables: 5.00%

Fee Costs Summary		Fee Summary	
(Profit and Markup Included in Total Fee)		(OH and Profit in Labor, Markup included in Directs and Reimbursables)	
Labor Cost:	<u>\$21,828</u>	Labor:	<u>\$21,828</u>
Direct Consultants:	<u>                    </u>	Directs:	<u>                    </u>
Direct Expenses:	<u>                    </u>	Subtotal:	<u>\$21,828</u>
Reimbursable Consultants:	<u>                    </u>	Reimbursables:	<u>\$2,519</u>
Reimbursable Expenses:	<u>\$2,399</u>	<b>Total Fee:</b>	<b><u>\$24,347</u></b>
<b>Total Fee:</b>	<b><u>\$24,347</u></b>		

\$24,300

# Parkhill Detailed Fee Proposal (cont.)

Labor Costs		Project: Taxiway Golf Reconstruction		Project Number: 3130		Task/Discipline: 4B1D		Current Fee: \$24,347										
Task/Discipline	Resource (Employee) Name (blank if not known)	Category	1		2		3		4		5		6		7		8	
			Staff Title - Level	Hourly/Billing Rate	Hours	Subtask/Phase	Trips	CivilStructural PL VII - Sector Director CV STR	CivilStructural PL VII - Project Civil Engineer CV-STR	CivilStructural PL VI - Project Civil Engineer CV-STR	CivilStructural PL V - Project Project Engineer CV-STR	CivilStructural PL II - Civil Engineer CV- STR	Support	Hours	Hours	Hours	Hours	Hours
BIDDING PHASE																		
Prepare/submit electronic documents to EPA/City of El Paso			1															
Miscellaneous project management			2															
Assist and contact potential bidders																		
Conduct Prebid Conference																		
Meeting Preparation			2															
Meeting Travel			8															
Meeting Attendance			2															
Meeting Minutes (Prepare and Issue)																		
Address bidder questions, issue addenda																		
Attend bid opening (Excluded from scope)			2															
Assist EPA with bid evaluation																		
Review contractor and subcontractors			2															
Prepare and issue recommendation letter for award			0.5															
Prepare and issue conformed construction documents			2															
Labor Subtotals			2	21.5	4	4	4	4	16	24	4	4	4	4	4	4	4	50
Hours			\$6601						\$1,028									106.5
Salary									\$8,365									\$21,828
									\$3,886									\$1,998

# Parkhill Detailed Fee Proposal (cont.)

Reimbursable Expenses		Project: Taxiway Golf Reconstruction	Project No: 3130	Task: 4BID	Current Fee: \$24,347
Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.					
					Amount
<b>Reimbursable Consultant Costs</b>					
511 Structural Consultant					
512 Mech/Elec Consultant					
513 Environ/Civil Consultant					
514 Architectural Consultant					
515 Testing Consultant (Geotech, CMT, TAB, etc.)					
516 Surveying Consultant					
517 Interior Design Consultant					
518 Other Consultant - Kitchen / Food Consultant					
518 Other Consultant - Acoustical Consultant					
518 Other Consultant - AV/ IT Consultant					
518 Other Consultant					
<b>Total Reimbursable Consultants</b>					
<b>Reimbursable Expenses</b>					
521 Travel					
Motel	1 Days @	2 Men @	\$140.00 /Man-day	=	\$280.00
Air Travel	1 Air Fare @	2 Men @	\$650.00 /Man	=	\$1,300.00
Parking	4 Days @	\$15.00 /Day		=	\$60.00
Car Rental	1 Days @	\$120.00 /Day		=	\$120.00
Mileage	30 Miles @	\$0.585 @	2 Trips	=	\$35.10
Subtotal					\$1,795
522 Reproductions					
Blackline / Color Plots					
34" x 22"	Shts @	\$2.50 /Sht @		Sets =	
36" x 24"	Shts @	\$2.75 /Sht @		Sets =	
42" x 30	Shts @	\$3.25 /Sht @		Sets =	
Other	sf @	\$0.55 /sf @		Sets =	
Mounting Foam Board	Boards @	\$10.00 /ea @			
Printing:					
Set Up Fee	Originals @	\$0.15 /Sht @		Submittals =	
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @		Sets =	
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @		Sets =	
11" x 17" B&W	Originals @	\$0.18 /Sht @		Sets =	
11" x 17" Color	Originals @	\$1.05 /Sht @		Sets =	
Binding Cost	Sets @	\$2.00 /Set		=	
Miscellaneous Pringing	200 Shts @	\$0.09 /Sht		=	\$18.00
Scan to file					
Burn to CD/DVD	CD/DVD @	\$13.50 /each		=	
Scan Specs	Originals @	\$0.15 /Sht		=	
Scan Drawings	Originals @	\$1.50 /Sht		=	
Subtotal					\$18
523 Models/Renderings/Photos	Shots @		/Shot		
524 Telephone	20 Calls @	\$2.00 /Call			
525 Meals	4 Days @	2 Men @	\$64.00 /Man-day		
526 Field Supplies					
528 Postage	2 Mailings @	\$2.00 /Mailing (Standard)			
528 Postage	1 Mailings @	\$30.00 /Mailing (Overnight)			
530 Misc Reimbursable Exp					
532 Temporary Personnel					
534 Office Supplies					
535 CADD					
536 Field Equip Rental					
537 Interior Design Items					
539 License & Regulation Fee					
543 NM Gross Receipt Tax					
547 Computer Supplies					
<b>Total Reimbrusable Expenses</b>					\$2,399

# Parkhill Detailed Fee Proposal (cont.)



## Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: July 23, 2022

Prepared By: Haberer  
 Principal: Haberer  
 Project Manager: Haberer

Project Name: Taxiway Golf Reconstruction  
 Project Number: 3130.00  
 Task/Discipline: 5CON  
 Projected Start Date: June 1, 2023

Fee (Revenue) Type: Hourly Rate w/Max  
 Markup on Direct Expenses: 5.00%  
 Markup on Reimbursables: 5.00%

Fee Costs Summary		Fee Summary	
<small>(Profit and Markup Included in Total Fee)</small>		<small>(OH and Profit in Labor, Markup included in Directs and Reimbursables)</small>	
Labor Cost:	<u>\$168,318</u>	Labor:	<u>\$168,318</u>
Direct Consultants:	<u>                    </u>	Directs:	<u>                    </u>
Direct Expenses:	<u>                    </u>	Subtotal:	<u>\$168,318</u>
Reimbursable Consultants:	<u>                    </u>	Reimbursables:	<u>\$21,571</u>
Reimbursable Expenses:	<u>\$20,543</u>	<b>Total Fee:</b>	<b><u>\$189,889</u></b>
<b>Total Fee:</b>	<b><u>\$189,889</u></b>		

\$189,900

# Parkhill Detailed Fee Proposal (cont.)

Project: Taxway Golf Reconstruction		Project Number: 3130	Task/Discipline: SCON		Current Fee: \$189,889				
Labor Costs	Category	1	2	3	4	5	6	7	8
Task/Discipline	Resource (Employee) Name (Blank if not known)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
<b>Parkhill</b> Staff Title - Level Hourly/Billing Rate Resource (Employee) Name (Blank if not known) Subtask/Phase Trips									
<b>CONSTRUCTION PHASE (Assumes 270 Calendar Days to Final)</b>									
<b>Project Management</b>									
Monthly Billing and Contract Administration	PL VII - Sector Director CV-STR \$307.00	9							
Review Submittals	PL VII - Project Civil Engineer CV-STR \$117.00	4	16	4	16	4	16	4	16
Respond to RFI's (assume 20 RFI's)	PL VI - Project Civil Engineer CV-STR \$237.00	4	4	4	20	10	8	8	46
Review Change Orders (assume 2 Change Orders)	PL VI - Project Civil Engineer CV-STR \$237.00	2	2	2	12	4	8	8	28
Review Contractor Schedule	PL VI - Project Civil Engineer CV-STR \$237.00	1	4	2	2	4	8	8	6
QA/QC	PL VI - Project Civil Engineer CV-STR \$237.00								
Review and File QA/QC Test Reports (Daily - 10 minutes/day @ 100 days)	PL VI - Project Civil Engineer CV-STR \$237.00	9	4	4	16	16	16	16	20
Address Failed Tests (4 hour / month @ 9 months)	PL VI - Project Civil Engineer CV-STR \$237.00	4	9	18	18	18	18	18	27
Review Weekly FDA Report	PL VI - Project Civil Engineer CV-STR \$237.00	24							24
Daily Coordination with CM (15 minutes phone call @ 5 days/week for 36 weeks)	PL VI - Project Civil Engineer CV-STR \$237.00	9							9
Weekly Conversation with EPIA PM (30 minutes /week @ 36 weeks)	PL VI - Project Civil Engineer CV-STR \$237.00								
<b>Meetings &amp; Site Visits</b>									
<b>Preconstruction Conference</b>									
Meeting Preparation	PL VI - Project Civil Engineer CV-STR \$237.00	2			2				2
Meeting Travel	PL VI - Project Civil Engineer CV-STR \$237.00	8			6				14
Meeting Attendance	PL VI - Project Civil Engineer CV-STR \$237.00	2			2				4
Meeting Minutes (By CM)	PL VI - Project Civil Engineer CV-STR \$237.00								
<b>Virtual Meetings with Airport Users and Contractor to Address Failed Tests</b>									
Meeting Preparation	PL VI - Project Civil Engineer CV-STR \$237.00	4			4				8
Meeting Attendance	PL VI - Project Civil Engineer CV-STR \$237.00	8			8				16
Meeting Minutes (By CM)	PL VI - Project Civil Engineer CV-STR \$237.00								
<b>Pre-Pave Conference</b>									
Meeting Preparation	PL VI - Project Civil Engineer CV-STR \$237.00	2			2				4
Meeting Travel	PL VI - Project Civil Engineer CV-STR \$237.00	8			6				14
Meeting Attendance	PL VI - Project Civil Engineer CV-STR \$237.00	2			2				4
Meeting Minutes (By CM)	PL VI - Project Civil Engineer CV-STR \$237.00								
Site Visit	PL VI - Project Civil Engineer CV-STR \$237.00	2			2				4
Meeting Minutes (By CM)	PL VI - Project Civil Engineer CV-STR \$237.00								
<b>In Person Progress Meetings (Assume 1x per month by 1 staff)</b>									
Meeting Preparation	PL VI - Project Civil Engineer CV-STR \$237.00	5			5				10
Meeting Travel	PL VI - Project Civil Engineer CV-STR \$237.00	40			30				70
Meeting Attendance	PL VI - Project Civil Engineer CV-STR \$237.00	5			5				10
Meeting Minutes (By CM)	PL VI - Project Civil Engineer CV-STR \$237.00								
Site Visits	PL VI - Project Civil Engineer CV-STR \$237.00	10			10				20
Site Visit Notes and Comments (Prepare and Issue)	PL VI - Project Civil Engineer CV-STR \$237.00	5			5				5
<b>Telephone Progress Meetings (47 month @ 1 hour for 9 months)</b>									
Meeting Preparation	PL VI - Project Civil Engineer CV-STR \$237.00	8			8				16
Meeting Attendance	PL VI - Project Civil Engineer CV-STR \$237.00	36			36				72
Meeting Minutes (By CM)	PL VI - Project Civil Engineer CV-STR \$237.00								
<b>Miscellaneous Site Visits (Assume 4)</b>									
Travel	PL VI - Project Civil Engineer CV-STR \$237.00	4	8	8	12				28
Site Visit	PL VI - Project Civil Engineer CV-STR \$237.00	2	4	2	4				8
Site Visit Notes and Comments (Prepare and Issue)	PL VI - Project Civil Engineer CV-STR \$237.00	1	1	1	2				4
<b>Attend Final Walk-Through Inspection</b>									
Travel	PL VI - Project Civil Engineer CV-STR \$237.00	2	8		6				6
Inspection Time on Site	PL VI - Project Civil Engineer CV-STR \$237.00	4			4				4
Review Punch List by CM	PL VI - Project Civil Engineer CV-STR \$237.00	1			2				2
<b>Labor Subtotals</b>									
Hours		219	501	10	989	14	35		646
Salary		\$753,723	\$1,535,000	\$2,570	\$71,222	\$1,813	\$3,885		\$168,313

# Parkhill Detailed Fee Proposal (cont.)

Reimbursable Expenses					Project: Taxiway Golf Reconstruction	Project No: 3130	Task: 5CON	Current Fee: \$189,889
Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.								
								Amount
<b>Reimbursable Consultant Costs</b>								
511 Structural Consultant								
512 Mech/Elec Consultant								
513 Environ/Civil Consultant								
514 Architectural Consultant								
515 Testing Consultant (Geotech, CMT, TAB, etc.)								
516 Surveying Consultant								
517 Interior Design Consultant								
518 Other Consultant - Kitchen / Food Consultant								
518 Other Consultant - Acoustical Consultant								
518 Other Consultant - AV/ IT Consultant								
518 Other Consultant								
<b>Total Reimbursable Consultants</b>								
<b>Reimbursable Expenses</b>								
521 Travel								
Motel	19 Days @	1 Men @	\$140.00 /Man-day	=	\$2,660.00			
Air Travel	19 Air Fare @	1 Men @	\$650.00 /Man	=	\$12,350.00			
Parking	19 Days @	\$15.00 /Day	=	\$285.00				
Car Rental	19 Days @	\$120.00 /Day	=	\$2,280.00				
Mileage	30 Miles @	\$0.585 @	19 Trips	=	\$333.45			
					Subtotal	\$17,908		
522 Reproductions								
Blackline / Color Plots								
34" x 22"	Shts @	\$2.50 /Sht @	Sets =					
36" x 24"	Shts @	\$2.75 /Sht @	Sets =					
42" x 30	Shts @	\$3.25 /Sht @	Sets =					
Other	sf @	\$0.55 /sf @	Sets =					
Mounting Foam Board	Boards @	\$10.00 /ea @						
Printing:								
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =					
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets =					
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets =					
11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets =					
11" x 17" Color	Originals @	\$1.05 /Sht @	Sets =					
Binding Cost	Sets @	\$2.00 /Set	=					
Miscellaneous Printing	500 Shts @	\$0.09 /Sht	=	\$45.00				
Scan to file								
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=					
Scan Specs	Originals @	\$0.15 /Sht	=					
Scan Drawings	Originals @	\$1.50 /Sht	=					
					Subtotal	\$45		
523 Models/Renderings/Photos	Shots @		/Shot					
524 Telephone	40 Calls @	\$2.00 /Call						
525 Meals	38 Days @	1 Men @	\$64.00 /Man-day					
526 Field Supplies								
528 Postage	9 Mailings @	\$2.00 /Mailing (Standard)						
528 Postage	2 Mailings @	\$30.00 /Mailing (Overnight)						
530 Misc Reimbursable Exp								
532 Temporary Personnel								
534 Office Supplies								
535 CADD								
536 Field Equip Rental								
537 Interior Design Items								
539 License & Regulation Fee								
543 NM Gross Receipt Tax								
547 Computer Supplies								
<b>Total Reimbrusable Expenses</b>								\$20,543

# Parkhill Detailed Fee Proposal (cont.)



## Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: July 23, 2022

Prepared By: Haberer  
 Principal: Haberer  
 Project Manager: Haberer

Project Name: Taxiway Golf Reconstruction  
 Project Number: 3130.00  
 Task/Discipline: 7CLO  
 Projected Start Date: December 1, 2023

Fee (Revenue) Type: Hourly Rate w/Max  
 Markup on Direct Expenses: 5.00%  
 Markup on Reimbursables: 5.00%

### Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$23,710  
 Direct Consultants: \_\_\_\_\_  
 Direct Expenses: \_\_\_\_\_  
 Reimbursable Consultants: \_\_\_\_\_  
 Reimbursable Expenses: \$145  
**Total Fee: \$23,862**

### Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$23,710  
 Directs: \_\_\_\_\_  
 Subtotal: \$23,710  
 Reimbursables: \$152  
**Total Fee: \$23,862**

**\$23,900**

# Parkhill Detailed Fee Proposal (cont.)

Project: Taxiway Golf Reconstruction			Project Number: 3130				Task/Discipline: 7C10				Current Fee: \$23,862	
Category	Staff Title - Level	Hourly/Billing Rate	1	2	3	4	5	6	7	8	Hours	Hours
Resource (Employee) Name (Blank if not known)			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
<b>PROJECT CLOSEOUT PHASE</b>												
	Coordinate as-built survey (by CM)											
	Prepare CCC and Affidavit of Bills Paid (by CM)											
	Review/prepare final quantity take-up Change order (by CM)		4			16	32				64	
	Review red lines and prepare record drawings											
	Complete QA test data and prepare summary (by CM)											
	Complete RPR field notes (by CM)											
	Complete RPR test data (by CM)											
	Prepare final photo log (by CM)											
	Complete final payroll data and wage interviews (by CM)											
	Complete final payroll reports (by CM)											
	Prepare Bar American summary (by CM)											
	Prepare PVI summary (by CM)											
	Prepare FAA final inspection form (by CM)											
	Obtain consent of surety (by CM)											
	Include NOI and NOT and compile final SWPPP data (by CM)											
	Prepare Sponsor Certification of Final Acceptance (by CM)											
	Prepare Final Outlay Report (by CM)											
	Prepare Final Federal Financial Report (by CM)											
	Prepare Final Project Cost Summary (by CM)											
	Complete O&M manuals/information (by CM)											
	Prepare and deliver Project Final Report (by CM)											
	Coordinate FAA AGIS project (post-construction AGIS only including field work and data collection)		8			16					24	
	Update Part 139 signage and marking plan		1			2					7	
	Update 5010 data		1			4					5	
	Update airport chart/diagram (Not Applicable)											
	Update/Revise AUP layout of drawing (Not Applicable)											
	PCN calculation		2			12					14	
	Perform Warranty Inspection (by CM)											
	Travel											
Labor Subtotals	Hours	Trip Count	4		4	50	36				114	
Salary			\$1,028		\$11,950	\$4,952	\$888				\$23,710	



# Parkhill Detailed Fee Proposal (cont.)

Reimbursable Expenses						Project: Taxiway Golf Reconstruction Project No: 3130		Task: 7CLO		Current Fee: \$23,862		
Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.												
											Amount	
<b>Reimbursable Consultant Costs</b>												
511 Structural Consultant												
512 Mech/Elec Consultant												
513 Environ/Civil Consultant												
514 Architectural Consultant												
515 Testing Consultant (Geotech, CMT, TAB, etc.)												
516 Surveying Consultant												
517 Interior Design Consultant												
518 Other Consultant - Kitchen / Food Consultant												
518 Other Consultant - Acoustical Consultant												
518 Other Consultant - AV/ IT Consultant												
518 Other Consultant												
<b>Total Reimbursable Consultants</b>												
<b>Reimbursable Expenses</b>												
521 Travel												
Motel	Days @	Men @	/Man-day	=								
Air Travel	Air Fare @	Men @	/Man	=								
Parking	Days @	/Day	=									
Car Rental	Days @	/Day	=									
Mileage	Miles @	\$0.585 @	Trips	=								
											Subtotal	
522 Reproductions												
Blackline / Color Plots												
34" x 22"	Shts @	\$2.50 /Sht @	Sets =									
36" x 24"	Shts @	\$2.75 /Sht @	Sets =									
42" x 30	Shts @	\$3.25 /Sht @	Sets =									
Other	sf @	\$0.55 /sf @	Sets =									
Mounting Foam Board	Boards @	\$10.00 /ea @										
Printing:												
Set Up Fee	60 Originals @	\$0.15 /Sht @	Submittals =									
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets =									
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets =									
11" x 17" B&W	30 Originals @	\$0.18 /Sht @	2 Sets =	\$10.80								
11" x 17" Color	30 Originals @	\$1.05 /Sht @	2 Sets =	\$63.00								
Binding Cost	Sets @	\$2.00 /Set	=									
Miscellaneous Printing	300 Shts @	\$0.09 /Sht	=	\$27.00								
Scan to file												
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=									
Scan Specs	Originals @	\$0.15 /Sht	=									
Scan Drawings	Originals @	\$1.50 /Sht	=									
											Subtotal	\$101
523 Models/Renderings/Photos												
											Shots @	/Shot
524 Telephone												
5 Calls @	\$2.00 /Call											\$10
525 Meals												
Days @	Men @	/Man-day										
526 Field Supplies												
528 Postage												
2 Mailings @	\$2.00 /Mailing (Standard)											\$4
1 Mailings @	\$30.00 /Mailing (Overnight)											\$30
530 Misc Reimbursable Exp												
532 Temporary Personnel												
534 Office Supplies												
535 CADD												
536 Field Equip Rental												
537 Interior Design Items												
539 License & Regulation Fee												
543 NM Gross Receipt Tax												
547 Computer Supplies												
<b>Total Reimbrusable Expenses</b>											\$145	

# Parkhill Detailed Fee Proposal (cont.)



## Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: July 23, 2022

Prepared By: Haberer  
 Principal: Haberer  
 Project Manager: Haberer

Project Name: Taxiway Golf Reconstruction  
 Project Number: 3130.00  
 Task/Discipline: 8SSD  
 Projected Start Date: August 23, 2022

Fee (Revenue) Type: Lump Sum  
 Markup on Direct Expenses: 5.00%  
 Markup on Reimbursables: 5.00%

Fee Costs Summary <small>(Profit and Markup Included in Total Fee)</small>	Fee Summary <small>(OH and Profit in Labor, Markup included in Directs and Reimbursables)</small>
Labor Cost: _____	Labor: _____
Direct Consultants: <u>\$190,139</u>	Directs: <u>\$95,469</u>
Direct Expenses: _____	Subtotal: <u>\$95,469</u>
Reimbursable Consultants: _____	Reimbursables: _____
Reimbursable Expenses: _____	
<b>Total Fee: <u>\$199,646</u></b>	<b>Total Fee: <u>\$95,469</u></b>

\$199,650

# Parkhill Detailed Fee Proposal (cont.)

Direct Expenses		Project: Taxiway Golf Reconstruction	Project No: 3130	Task: 8SSD	Current Fee: \$95,469
Expenses included in lump sum fee. Not billed to client.					
					Amount
<b>Direct Consultant Costs</b>					
611	Structural Consultant				
612	Mech/Elec Consultant	<b>CP Crossno &amp; Associates</b>			\$33,371
613	Environ/Civil Consultant	<b>All About Pavements, Inc.</b>			\$18,173
615	Testing Consultant (Falling Weight Deflectometer)				
615	Testing Consultant (Geotech, CMT, TAB, etc.)	<b>LOI Engineers</b>			\$49,113
616	Surveying Consultant	<b>Barragan and Associates, Inc.</b>			\$43,900
617	Interior Design Consultant				
618	Other Consultant - Kitchen / Food Consultant				
618	Other Consultant - Acoustical Consultant				
618	Other Consultant - AV/ IT Consultant	<b>Sunland Group (QC &amp; Cost Estimating)</b>			\$45,582
618	Other Consultant				
<b>Total Direct Consultants</b>					\$190,139
<b>Direct Expense Costs</b>					
621	Travel				
	Motel	Days @	Men @	/Man-day	=
	Air Travel	Air Fare @	Men @	/Man	=
	Parking	Days @		/Day	=
	Car Rental	Days @		/Day	=
	Mileage	Miles @	\$0.585 @	Trips	=
					Subtotal
622	Reproductions				
	Blackline Prints				
	34" x 22"	Shts @	\$2.50 /Sht @	Sets =	
	36" x 24"	Shts @	\$2.75 /Sht @	Sets =	
	42" x 30	Shts @	\$3.25 /Sht @	Sets =	
	Other	sf @	\$0.55 /sf @	Sets =	
	Mounting Foam Board	Boards @	\$10.00 /ea @		
	Printing:				
	Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =	
	8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets =	
	8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets =	
	11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets =	
	11" x 17" Color	Originals @	\$1.05 /Sht @	Sets =	
	Binding Cost	Sets @	\$2.00 /Set	=	
	Laminating	Shts @	\$2.00 /Sht	=	
	Scan to file				
	Burn to CD/DVD	CD/DVD @	\$13.50 /each	=	
	Scan Specs	Originals @	\$0.15 /Sht	=	
	Scan Drawings	Originals @	\$1.50 /Sht	=	
					Subtotal
623	Models/Renderings/Photos	Shots @		/Shot	
624	Telephone	Calls @		/Call	
625	Meals	Days @	Men @	/Man-day	
626	Field Supplies				
628	Postage	Mailings @		/Mailing (Standard)	
628	Postage	Mailings @		/Mailing (Overnight)	
629	Publications				
630	Misc Reimbursable Exp				
632	Temporary Personnel				
634	Office Supplies				
635	CADD				
636	Field Equip Rental				
639	License & Regulation Fee				
643	NM Gross Receipt Tax				
647	Computer Supplies				
<b>Total Direct Expenses</b>					

# Parkhill Detailed Fee Proposal (cont.)



## Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: July 23, 2022

Prepared By: Haberer  
 Principal: Haberer  
 Project Manager: Haberer

Project Name: Taxiway Golf Reconstruction  
 Project Number: 3130.00  
 Task/Discipline: 9SSC  
 Projected Start Date: June 1, 2023

Fee (Revenue) Type: Hourly Rate w/Max  
 Markup on Direct Expenses: 5.00%  
 Markup on Reimbursables: 5.00%

Fee Costs Summary <small>(Profit and Markup Included in Total Fee)</small>	Fee Summary <small>(OH and Profit in Labor, Markup included in Directs and Reimbursables)</small>
Labor Cost: _____	Labor: _____
Direct Consultants: _____	Directs: _____
Direct Expenses: _____	Subtotal: _____
Reimbursable Consultants: <u>\$62,923</u>	Reimbursables: <u>\$66,069</u>
Reimbursable Expenses: _____	<b>Total Fee: <u>\$66,069</u></b>

\$66,070

# Parkhill Detailed Fee Proposal (cont.)

Reimbursable Expenses		Project: Taxiway Golf Reconstruction	Project No: 3130	Task: 9SSC	Current Fee: \$66,069
Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.					
					Amount
<b>Reimbursable Consultant Costs</b>					
511 Structural Consultant					
512 Mech/Elec Consultant					\$19,386
513 Environ/Civil Consultant					\$18,177
514 Architectural Consultant					
515 Testing Consultant (Geotech, CMT, TAB, etc.)					
516 Surveying Consultant					
517 Interior Design Consultant					
518 Other Consultant - FAA AGIS					\$25,360
518 Other Consultant - Acoustical Consultant					
518 Other Consultant - AV/ IT Consultant					
518 Other Consultant					
<b>Total Reimbursable Consultants</b>					<b>\$62,923</b>
<b>Reimbursable Expenses</b>					
521 Travel					
Motel	Days @	Men @	/Man-day	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @		/Day	=	
Car Rental	Days @		/Day	=	
Mileage	Miles @	\$0.585 @	Trips	=	
					Subtotal
522 Reproductions					
Blackline / Color Plots					
34" x 22"		Shts @	\$2.50 /Sht @	Sets =	
36" x 24"		Shts @	\$2.75 /Sht @	Sets =	
42" x 30		Shts @	\$3.25 /Sht @	Sets =	
Other		sf @	\$0.55 /sf @	Sets =	
Mounting Foam Board		Boards @	\$10.00 /ea @		
Printing:					
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W		Originals @	\$0.09 /Sht @	Sets =	
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @	Sets =	
11" x 17" B&W		Originals @	\$0.18 /Sht @	Sets =	
11" x 17" Color		Originals @	\$1.05 /Sht @	Sets =	
Binding Cost		Sets @	\$2.00 /Set	=	
Laminating		Shts @	\$2.00 /Sht	=	
Scan to file					
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=	
Scan Specs		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
					Subtotal
523 Models/Renderings/Photos					
		Shots @	/Shot		
524 Telephone					
	Calls @		/Call		
525 Meals					
	Days @	Men @	/Man-day		
526 Field Supplies					
528 Postage					
	Mailings @		/Mailing (Standard)		
	Mailings @		/Mailing (Overnight)		
530 Misc Reimbursable Exp					
532 Temporary Personnel					
534 Office Supplies					
535 CADD					
536 Field Equip Rental					
537 Interior Design Items					
539 License & Regulation Fee					
543 NM Gross Receipt Tax					
547 Computer Supplies					
<b>Total Reimbrusable Expenses</b>					

# All About Pavements Detailed Fee Proposal



## All-About Pavements Inc.

Southeast Office — 9142 W Highway 98. — Port St Joe, FL 32456  
(850) 647-2740 — [www.allaboutpavements.com](http://www.allaboutpavements.com) — fax (320) 323-4888

May 2, 2022

Mr. Mark D. Haberer, P.E.  
Principal-in-Charge/Project Manager  
Parkhill, Inc.  
4222 85<sup>th</sup> St  
Lubbock, Texas 79423

Re: API Proposal for El Paso International Airport (EPIA), Taxiway  
Golf Reconstruction – Request for Proposal.

Dear Mr. Haberer:

As requested, All About Pavements, Inc. (API) is submitting our pavement engineering services proposal to Parkhill based on the scope of services that was included in your RFP letter from April 25, 2022. Based on the scope of work, we have prepared a detailed fee proposal as shown in Attachment #2. A fee summary by phase is as follows:

<del>1. Nondestructive Deflection Testing and Analysis</del>	<del>\$23,630</del>	Eliminated per EPIA
2. Design Phase (Lump Sum):	\$18,173	
3. Bidding Phase (Time and Materials):	\$ 1,892	
4. Construction Phase (Time and Materials):	\$16,285	
<b>TOTAL</b>	<del>\$59,980</del>	<b>\$36,350</b>

We appreciate the opportunity to support Parkhill during the pavement field investigation, design, bidding support, and the construction phase of Taxiway G reconstruction at EPIA. Should you have any questions, please do not hesitate to call me at 217-390-3584.

Sincerely,  
All About Pavements, Inc.

Wayne J. Seiler, Ph.D., P.E.  
Project Manager

Attachments

1. Parkhill Requested Scope of Work
2. API Fee Proposal

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**Pavement Management — Evaluation — Testing — Design**

# All About Pavements Detailed Fee Proposal (cont.)



April 25, 2022

Dr. Wayne Seiler, PE  
All About Payments, Inc.  
205 Ramblewood Drive  
Chatham Illinois 62629

Re: EPIA Taxiway Golf Reconstruction – Request for Proposal

Dear Dr. Seiler:

The Parkhill team was selected to provide design, bidding, and construction administration and closeout services for the El Paso International Airport (EPIA) Taxiway Golf Reconstruction project. Refer to attached exhibits for definition and Project limits. Project will address reconstruction of asphalt taxiway and asphalt shoulders. Parkhill requests a proposal from All About Pavements, Inc. (API) for civil/pavement engineering support to include:

1. **Non-destructive Deflection Testing and Analysis (fee shall be lump sum and itemized separately)**
  - a. Conduct Nondestructive Deflection Testing (NDT) in accordance with the guidelines in FAA AC150/5370-11B, "Use of Nondestructive Testing in the Evaluation of Airport Pavements" for footprint highlighted on attached Drawing. Denoted area is existing pavement and our scope should assess condition and determine taxiway and shoulder pavement sections for reconstructed area. Further, we should determine potential for reuse of layers/materials.
  - b. Anticipate proceeding with this work on or around week of June 15, 2022.
  - c. Note: LOI Engineers will conduct geotechnical investigation. Please coordinate any special testing requirements you have for them through me. Parkhill will provide API with RFP for LOI so you can assess their scope and help us ensure all needed items are covered.
  - d. For Taxiway G, Parkhill requests API proposal reflect recommended number of passes and frequency of tests. At minimum, API shall make two passes at 10-foot offsets to right and left of centerline, with tests at 50-foot intervals. Second pass shall be staggered 25 feet from first pass to provide better coverage of taxiway.
  - e. Additional localized NDT testing may be conducted where test results indicate pavement structure is weaker than surrounding area.
  - f. Additional NDT tests may be conducted in other areas if needed to better define limits of weak materials and changes in pavement cross section.
  - g. Based on NDT deflection data obtained, API shall assess data, document existing pavement section condition, and use data, in conjunction with provided geotechnical investigation, to determine recommended reconstructed limits and pavement section.
  - h. **Deliverable**. NDT deflection data and location map with GPS coordinates for each test location to include:
    - i. Impulse Stiffness Modulus (ISM) (i.e., strength) of overall pavement structure.
    - ii. ISM of subgrade materials.
    - iii. Modulus of Elasticity (i.e., strength) of AC layers.
    - iv. Modulus of Elasticity of base, subbases, and subgrade layers.
  - i. Proposal shall include all applicable expenses.
2. **Design Phase (fee shall be lump sum)**
  - a. Attend Design Phase kickoff meeting in El Paso on or around 6/15/2022.
  - b. Conduct visual inspection of Project site in conjunction with design kickoff meeting.
  - c. Review pavement record Drawings from Project area provided by Parkhill.
  - d. Review geotechnical engineering data provided by LOI Engineers.

# All About Pavements Detailed Fee Proposal (cont.)

Dr. Wayne Seiler, PhD, PE

Page 2


April 25, 2022

- e. Perform asphalt pavement design using FAARFIELD in accordance with latest FAA AC requirements. Include budget to perform FAARFIELD analysis on up to three alternative pavement sections for the taxiway and up to two alternative pavement sections for shoulders.
  - f. API should compile and document design basis as part of our formal Engineering Design Report to submit to EPIA.
  - g. Include time for independent QC review of pavement sections and other pavement details prepared by Parkhill.
  - h. Attend weekly internal or external design progress meetings virtually (30 minutes each).
  - i. Anticipate:
    - i. 60 days for Preliminary Design,
    - ii. 60 days for Pre-Final Design,
    - iii. 15 days for Final Design, and
    - iv. 15 days to prepare final Bid Set.
  - j. Attend a virtual review meeting with EPIA at end of each phase.
  - k. Include all applicable expenses.
- 3. Bidding Phase (fee shall be on a time and materials basis)**
- a. Include limited time for Q&A for Bid Phase questions.
  - b. Include two hours for virtual attendance of Prebid Meeting.
  - c. Include all anticipated expenses.
- 4. Construction Phase (fee shall be on a time and materials basis)**
- a. Attend Preconstruction Meeting virtually.
  - b. Include one site visit (two days total) to troubleshoot airfield pavement issues/concerns and observe pavement quality.
  - c. Miscellaneous assistance with occasional RFIs, construction issues, etc. (two hours/week over eight weeks)
  - d. Attend six weekly progress meetings virtually (six @ approximately one hour/each).
  - e. Review submittals for P-401 and base material.
  - f. Attend virtual pavement workshop (Prepave Meeting) held at EPIA.
  - g. Include all anticipated expenses.

Please feel free to suggest additional services beyond what we defined if beneficial to EPIA and Project process. For questions, please call me directly at 806.473.3600 or [mhaberer@parkhill.com](mailto:mhaberer@parkhill.com). Please provide receipt of your proposal by 5pm, Friday, April 29, 2022.

Sincerely,


PARKHILL

By   
 Mark D. Haberer, PE  
 Principal-in-Charge/Project Manager



# All About Pavements Detailed Fee Proposal (cont.)

El Paso\_TMG\_Fee\_2May2022.xlsx


  
**All About Pavements, Inc. (API)**  
**Personnel Hour and Fee Estimate For**  
**El Paso International Airport Taxiway G Reconstruction**  
**El Paso, Texas**  
**5/2/2022**

TASK	TASK DESCRIPTION	API TASK HOURS BY DISCIPLINE					TOTAL HOURS	API OTHER DIRECT COSTS (ODC)				API TASK TOTAL	COMMENTS	
		PROJECT MANAGER	SR. PROJ. ENGINEER	PROJ. ENGINEER	CAD/GIS OPERATOR	ADMIN		FWD DAYS	PER DIEM	AIRFARE TRIPS	CAR RENTAL DAYS			FWD Equip Mob Ea Way
<b>Non-Destructive Deflection Testing and Analysis Phase (lump sum)</b>														
1	Define Requirements and Project Mgmt	2	2			4							\$849	
2	FWD Testing		12			12							\$9,397	
2.1	Mobilization		8			8							\$4,650	
2.2	Testing		8			8							\$2,336	
3	Geotech Coring Recommendations	1				1							\$3,334	
4	Data Analysis	4	6		8	18							\$3,238	
5	Contract O&C	2	4			6							\$1,226	
6	Analysis Report	4	4		12	24							\$3,938	
<b>Design Phase (lump sum)</b>														
7	Kick-off and Site Visit	16				16							\$4,921	
8	Records Review	4	8			12							\$2,452	
9	Pavement Design	4	8			12							\$2,452	
10	Weekly Progress Meetings	5	5			10							\$2,123	
11	Review Meetings	4	6			10							\$2,075	
12	Pavement Design Report for EDR	8	12			20							\$4,150	
<b>Bidding Phase (time and materials)</b>														
13	Pavement Eng. Technical Support for RFIs	4				4							\$946	
14	Attendance of Pre-Bid Meeting	4				4							\$946	
<b>Construction Phase</b>														
15	Pre-construction Meeting	4			4	8							\$1,575	
16	On-site visit	16	10			26							\$4,921	
17	Miscellaneous Assistance	6	4			10							\$3,301	
18	Progress Meetings	2	4			6							\$1,226	
19	Submittal Reviews	4	8			12							\$2,452	
20	Attend Pre-Pavement Meeting at EPIA	8				8							\$2,811	
											<b>\$59,979</b>	<b>API TOTAL COST</b>		
<b>TOTAL TASK HOURS AND ODC QUANTITIES</b>														
RATES (Labor Includes Overhead)		102	101	12	12	0	227	1	8	4	7	2		
SUBTOTALS		\$215	\$171	\$143	\$113	\$57	\$3,000	\$144	\$700	\$75	\$3,000			
LABOR PROFIT @ 10%; ODC G&A @ 0%		\$21,926	\$17,281	\$1,717	\$1,351	\$0	\$3,000	\$1,152	\$2,800	\$525	\$6,000			
TOTALS		\$24,119	\$19,009	\$1,888	\$1,486	\$0	\$3,000	\$1,152	\$2,800	\$525	\$6,000			

**PERSONNEL HOUR AND FEE ESTIMATE SUMMARY:**

TOTAL API DIRECT LABOR COST	\$42,275	TOTAL API DIRECT COSTS	\$13,477
API PROFIT @ 10%	\$4,227	API G&A @ 0%	\$0
<b>SUBTOTAL</b>	<b>\$46,502</b>	<b>SUBTOTAL</b>	<b>\$13,477</b>
		TOTAL SUBCONSULTANT COSTS	\$0
		API Subconsultant G&A @ 0%	\$0
		<b>SUBTOTAL</b>	<b>\$0</b>
		<b>PROJECT TOTAL COST</b>	<b>\$59,979</b>

**\$36,350**

**FWD eliminated from scope per EPIA**

Assumptions 25' staggered testing on Taxiway G (2 passes @ 10' R and L CL) 1 day FWD

# Barragan & Associates Detailed Fee Proposal

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## Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

May 2, 2022  
 Revised 07-18-2022  
 Revised 07-25-2022

Mark D. Harberer, PE  
 Parkhill Smith and Cooper  
 4222 85<sup>th</sup> Street  
 Lubbock, TX 79423  
 Tel: 806 473-3600  
 mhaberer@team-psc.com

### Re: El Paso International Airport. (Taxiway Golf) – Topographic Survey (Revised Proposal)

Mark D. Harberer,

In response to your request, we are pleased to submit this letter which constitutes our proposal for the desired surveying services for the subject project. The scope of services for this project is described by the following outline and as per your instructions:

#### DELIVERABLES FORMAT / SCOPE (Design Phase on Lump Sum Basis)

1. All coordination shall be with Project Manager, Mark Harberer, P.E.
2. Reference FAA AC 150/5300-18B, latest change.
3. Geodetic Datum: North American Datum 1983 (NAD83). Texas State Plane, Texas Central – 4203 as tied to the Primary Airport Control (PAC) and Secondary Airport Control (SAC).
4. Vertical Datum: North American Vertical Datum 1988 (NAVD88).
5. Show benchmark(s) used for survey.
6. Establish three control points near Project area to reference during construction. Coordinate location of control points with Engineer and Owner prior to performing survey.
7. Topographic survey shall extend within limits identified on attached Drawing.
8. Provide electronic Drawing in AutoCAD compatible with Version 2016 or 2017.
9. Entity color and line type shall be "by-layer."
10. Follow FAA AC 150/5300-18B, latest change, for CAD Standards for layer naming.
11. Provide all contours, breaklines, TIN elements, and existing ground shots on elevation; **We will also create tin surface and provide triangle data.**
12. Extraneous shots for locating features not on ground surface should be on elevation, but on a separate layer from ground surface shots.
13. Line work shall be all on elevation "0," except for surface information such as tins, contours, etc.
14. Points should be blocks with elevation, point number, and descriptor attributes.
15. Provide a comma-delimited ASCII text file of all points obtained in the following format:
  - a. POINT #, NORTHING, EASTING, ELEVATION, DESCRIPTION.
16. Provide an AutoCAD color table file (CTB) for plotting styles.
17. Provide a point codes description list describing abbreviations and symbols used.
18. Provide one PDF file and one print of each Drawing. Surveyor shall sign and seal each Drawing and state, to the best of the Surveyor's knowledge, information and belief, all information thereon is true and accurately shown.
19. Sheet shall be trim size 22 x 34 inches.

# Barragan & Associates Detailed Fee Proposal (cont.)

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## Barragan And Associates Inc.

**10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706**

### **Topographic Survey (Design Phase on Lump Sum Basis) (includes the following feature criteria as a minimum):**

1. Provide grid and additional points sufficient to accurately show existing ground surface and site features. Topo grid to be obtained at 20-foot interval. **Outside row of shots to be at Taxiway free area which is 121.5 ft. offset from centerline.**
2. Use necessary method to obtain high-level precision, maximum .04-foot permissible grade tolerance.
3. Provide contours on finished Drawing at 0.1-foot interval.
4. Show spot elevations to nearest 0.01 foot.
5. Locate drainage swales, ridges, flow lines, and specific drainage features.
6. Locate curb PCs, PTs, midpoints, and enough spots to define curves.
7. Locate building corners and finished floor elevations, for hangars in Project area.
8. Locate sidewalk and miscellaneous concrete footprints.
9. Locate aboveground tanks and other miscellaneous structures including traffic and street signs, utility markers, poles, guys, towers, bridges, ground transformers, or any object encountered on the property.
10. Locate trees and other landscape features.
11. Note location and ground elevation for test holes, if completed and identifiable.
12. Locate fences and walls with respect to property lines and designate height.

### **Utility Survey (Design Phase on Lump Sum Basis)**

We will coordinate with DIGTESS (One Call), City of El Paso, El Paso International Airport, FAA, and various utility providers as necessary to mark buried utilities. Parkhill will have a man onsite to assist. Provide operating authority information (contact person, email, phone).

**Please note that we will only provide easement that are visible and marked in the field. We can also relate existing plans if they are provided.** Such utility information shall be shown on completed survey along with the following minimum utility criteria:

1. Locate Municipal Utilities: Water, sewer, storm sewer, fire-protection lines, post-indicator valves, culverts, inlets, fire hydrants, meter and valve boxes, cleanouts, manholes, and catch basins. **(Based on field data or existing plans)**
2. Locate Municipal Franchisee Utilities: Electric, natural gas, phone, cable, street lighting, other communications systems including meters, meter and valve boxes, poles, and guy wires. **(Based on field data or existing plans)**
3. Locate Non-Franchisee Utilities: Overland fiber optic, crude oil, natural gas, raw-water transmission, oil wells, and oil-flow lines. **(Based on field data or existing plans)**
4. Locate Private Utilities: Onsite utilities typically extending from property line to existing building, private storm sewer and culverts, central plant utilities, buried tanks, septic fields, water wells, and irrigation system valve boxes. **(Based on field data or existing plans)**

**AVIATION SURVEY DELIVERABLES (Design Phase on Lump Sum Basis) include the following criteria as a minimum):**

1. Provide locations and color of runway lights (MIRLs, HIRLs).
2. Provide locations of airfield signs.
3. Survey EPIA-owned utilities. **(Based on field data or existing plans)**
4. Survey FAA-owned utilities. **(Based on field data or existing plans)**

### **OTHER DESIGN PHASE SCOPE (Lump Sum Basis)**

We will include one survey crew for two supplemental days if additional survey is needed

# Barragan & Associates Detailed Fee Proposal (cont.)

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## Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

during design.

### SITE ACCESS

We will badge the employees that need to access the Airport.

### NOTE:

**Barragan and Associates Inc. will try to obtain plan records and locate field utilities; but will not be liable to unknown records, unknown visible utilities or available recorded utilities that aren't provided to us.**

### "Exemptions"

The following is excluded unless otherwise requested; ALTA/ACSM Land Title Survey, Boundary Survey, Title commitment, representation through the Federal, State, City and County agencies, submittal fees, soils testing and investigation, elevation certificate, recording fees, **Boundary Survey, Traffic Control, Construction Staking** and any other item not specifically listed in the above Scope of Services.

**Barragan & Associates, Inc.** Proposes the above scope of work in the amount of **\$43,900.00 no tax.** If this proposal meets with your approval, please indicate acceptance by signing in the space provided below and returning one signed copy to us. We appreciate the opportunity to submit this proposal and hope to work with you on this project. If you have any questions, please call us.

Sincerely

Daniel Barragan  
[barramor@sbcglobal.net](mailto:barramor@sbcglobal.net)

Authorization to Proceed:  
Accepted By: \_\_\_\_\_  
Date: \_\_\_\_\_

# CP Crossno & Associates Detailed Fee Proposal

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**C. P. CROSSNO & ASSOCIATES**  
CONSULTING ENGINEERS

4603 Lake Village Drive  
Fulshear, Texas 77441  
(214) 802-8348

May 2, 2022

Mark D. Haberer, P.E.  
Firm Principal  
Parkhill  
4222 85th Street  
Lubbock, Texas 79423

Re: KERP TXY G Reconstruction

Dear Mr. Haberer:

This letter is to serve as both a fee proposal and agreement between C.P. Crossno & Associates, Consulting Engineers (CPC&A) and Parkhill to provide professional engineering and administrative services associated with the electrical portion of the El Paso International Airport Taxiway 'G' reconstruction project. CPC&A will provide engineering to include the following:

**Design Phase** (fee shall be lump sum)

- a. Attend Design Phase kickoff meeting in El Paso on or around June 15, 2022.
- b. Conduct visual inspection of Project site in conjunction with design kickoff meeting.
- c. Review electrical record Drawings from Project area provided by Parkhill.
- d. Perform design services, including preparation of Plans and Specifications, for airfield lighting and signage improvements within Project footprint and as defined on attached Drawing, specifically including replacement of Taxiway G edge lights and electrical conduit. New guidance and distance signs are also included in the design scope. The existing taxiway incandescent signs will be converted to LED.
- e. Compile and document design basis as part of our formal engineering design report that will be submitted to EPIA.
- f. Allow proposal to reflect Parkhill performing all production work and CPC&A performing all engineering, plan review, and Specification writing.
- g. Attend weekly internal or external design progress meetings virtually (30 minutes each).
- h. Anticipate:
  - i. 60 days for Preliminary Design,
  - ii. 60 days for Pre-Final Design, and
  - iii. 15 days for Final Design.
  - iv. 15 days to prepare final Bid Set.

# CP Crossno & Associates Detailed Fee Proposal (cont.)

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- i. Attend a virtual review meeting with EPIA at end of each phase.
- j. Assume no major work related to FAA infrastructure at this time. If necessary, we will address that work by supplemental agreement with EPIA.
- k. Include all applicable expenses.

**Bidding Phase** (fee shall be on a time and materials basis)

- a. Two hours for virtual attendance of Prebid Meeting.
- b. Time for Q&A for Bid Phase questions.
- c. Time for preparation of one addendum.
- d. Time for review of bids/unit process and proposed electrical subcontractor.
- e. Include all anticipated expenses

**Construction Phase** (fee shall be on a time and materials basis)

- a. Attend Preconstruction Meeting virtually.
- b. Include one site visit (two days total) to troubleshoot airfield lighting issues/concerns.
- c. Miscellaneous assistance with occasional RFIs, construction issues, etc. (assume one hour/week over eight weeks)
- d. Attend six weekly progress meetings virtually (assume six @ one hour/each).
- e. Attend the final walkthrough/punch list inspection.
- f. Include all anticipated expenses.

It is understood that changes in our participation will not be made without the approval of both CPC&A and Parkhill. It is also mutually understood that CPC&A will bill for completed engineering in coordination with Parkhill, but that payment will be made only after Parkhill receives payment for the engineering task.

CPC&A will provide certificates and maintain general, professional, and auto liability insurance.

Based on our discussions, it was decided that compensation should be on a 'per hour' basis with a 'Not to Exceed' cost for each phase. Billing will be in accordance the attached Engineering Rate Sheet.

If this is satisfactory, please sign and return one copy to me.

Project Phases	<u>Not to Exceed</u>
Design	\$ 33,371
Bidding	\$ 1,981
Construction	\$ 17,405
	=====

# CP Crossno & Associates Detailed Fee Proposal (cont.)

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Engineering and Direct Expense Total                      \$ 52,757

-----  
Charles Paul Crossno, P.E.  
May 2, 2022

-----  
Mark D. Haberer, P.E.

Approved:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# LOI Engineering Detailed Fee Proposal

## EXHIBIT B Geotechnical Engineering Fee 5/2/2022



**Project:** El Paso International Airport - Taxiway Golf Reconstruction  
**File No.:** P22-1-00951

### Task 1: Field Exploration

Description	Quantity	Units	Rate	Fee
Drilling: 9 borings to 10 ft. with SPT	90	ft.	\$24.00	\$2,160.00
Test Pits	6	ea.	\$580.00	\$3,480.00
Backfill using grout and cold patch	45	ft.	\$7.00	\$315.00
Infiltration rate (double ring) ASTM D-3385	1	ea.	\$2,750.00	\$2,750.00
Coring crew (incl. coring unit & generator)	12	hr.	\$105.00	\$1,260.00
Dynamic Cone Penetrometer ASTM D-6951	9	ea.	\$75.00	\$675.00
Drill rig mobilization	2	day	\$425.00	\$850.00
Base course sampling at Borrow Areas	8	hr.	\$75.00	\$600.00
Support vehicle	3	day	\$95.00	\$285.00
Field Engineer/Logger	18	hour	\$90.00	\$1,620.00
CBR ASTM D-4429-04	6	ea.	\$150.00	\$900.00
<b>Task 1 Total Fee:</b>				<b>\$14,895.00</b>

### Task 2: Laboratory Testing

Description	Quantity	Units	Rate	Fee
Moisture Content ASTM D-2216	36	ea.	\$15.00	\$540.00
Sieve Analysis ASTM D-422	36	ea.	\$62.50	\$2,250.00
Atterberg Limits ASTM D-4318	18	ea.	\$62.40	\$1,123.20
Soil moisture-density relationships ASTM D-1557	9	ea.	\$240.00	\$2,160.00
California Bearing Ratio ASTM D-1883	9	ea.	\$365.00	\$3,285.00
Shrinkage ASTM D-427	9	ea.	\$175.00	\$1,575.00
Unit Weight of Soil	9	ea.	\$45.00	\$405.00
Cement Series	2	ea.	\$1,150.00	\$2,300.00
LA Abrasion	2	ea.	\$560.00	\$1,120.00
Lime Stabilization Series ASTM C-977-18	2	ea.	\$1,250.00	\$2,500.00
Staff Engineer-assignment/USCS ASTM D-2487	4	hr.	\$95.00	\$380.00
<b>Task 2 Total Fee:</b>				<b>\$17,638.20</b>

### Task 3: Engineering Design, Meetings and Report Preparation

Description	Quantity	Units	Rate	Fee
Drafting	48	hour	\$72.50	\$3,480.00
Clerical	16	hour	\$57.50	\$920.00
Project Engineer	60	hour	\$125.00	\$7,500.00
Principal Engineer	24	hour	\$195.00	\$4,680.00
Reports	1	ls	\$800.00	\$800.00
<b>Task 3 Total Fee:</b>				<b>\$16,580.00</b>

**TOTAL FEE:** **\$49,113.20**



# Sunland Group Detailed Fee Proposal



3200 Wilcrest Drive 713.468.8484 o  
Suite 400 713.449.9952 c  
Houston, TX 77042 www.sunlandgrp.com

April 29, 2022

Mark Haberer, PE, CM  
Parkhill  
501 West San Antonio  
El Paso, TX 79901

Dear Mr. Haberer:

Sunland Group appreciates the opportunity to submit this proposal to provide Cost Estimating for the **EPIA TW G project**.

**Scope of Services:**

- Attend virtual Design Phase kickoff meeting
- Provide probable construction cost and independent quantity takeoff at the following phases:
  - Preliminary Design
  - Pre-Final Design
  - Final Design
  - Bid Set
- Estimate format will follow Master Spec classification
- Perform independent QC review of Plans, Specifications, CMP, and CSPP prior to each milestone submittal and provide written comments to Parkhill. Project scope includes reconstruction of asphalt TWY G and related asphalt shoulders within limits shown in exhibit. Project scope will also include drainage enhancements as well as replacement of taxiway edge lighting and signage.
- Compile and document review so it can be included as part of our formal Engineering Design Report submitted to EPIA, if requested.
- Coordinate with Parkhill on establishing bid items to fully capture Project scope, including determination of units of measurement for each.
- Attend up to six internal design team progress meetings virtually (assume 30 minutes each).

**Exclusions:**

- Reproduction of cost estimates
- Value Engineering

**Compensation:**

Sunland Group will furnish all tasks detailed in the scope of work for this project for the lump sum of **\$45,582**.

Sincerely,

Keith Usher

Sr. VP of PM|CM



# Sunland Group Detailed Fee Proposal (cont.)



Date: April 29, 2022

Client: Parkhill  
 Project: EPIA TW G Reconstruction  
 Address: 501 West San Antonio  
 El Paso, TX 79901

## ESTIMATING SERVICES

Labor	Discipline	Individual	Man-hours	Rate	Total
<b>Preliminary Design</b>					
Supervisory Estimator V (20-25)		SH	32.00	\$ 139.60	\$ 4,467.20
Cost Estimator IV (15-20)		BG	24.00	\$ 140.62	\$ 3,374.88
Cost Estimator IV (15-20)		LW	24.00	\$ 135.37	\$ 3,248.88
Construction Cost Estimator, VP of PMCM		KU	2.00	\$ 184.63	\$ 369.26
<b>SUBTOTAL</b>					<b>\$ 11,460.22</b>
<b>EXPENSES</b>					<b>\$ -</b>
<b>Preliminary Design</b>					<b>\$ 11,460.22</b>

Labor	Discipline	Individual	Man-hours	Rate	Total
<b>Pre-Final Design</b>					
Supervisory Estimator V (20-25)		SH	32.00	\$ 139.60	\$ 4,467.20
Cost Estimator IV (15-20)		BG	24.00	\$ 140.62	\$ 3,374.88
Cost Estimator IV (15-20)		LW	24.00	\$ 135.37	\$ 3,248.88
Construction Cost Estimator, VP of PMCM		KU	2.00	\$ 184.63	\$ 369.26
<b>SUBTOTAL</b>					<b>\$ 11,460.22</b>
<b>EXPENSES</b>					<b>\$ -</b>
<b>Pre-Final Design</b>					<b>\$ 11,460.22</b>

Labor	Discipline	Individual	Man-hours	Rate	Total
<b>Final Design</b>					
Supervisory Estimator V (20-25)		SH	16	139.6	\$ 2,233.60
Cost Estimator IV (15-20)		BG	8	140.62	\$ 1,124.96
Cost Estimator IV (15-20)		LW	8	135.37	\$ 1,082.96
Construction Cost Estimator, VP of PMCM		KU	2	184.63	\$ 369.26
<b>SUBTOTAL</b>					<b>\$ 4,810.78</b>
<b>EXPENSES</b>					<b>\$ -</b>
<b>Final Design</b>					<b>\$ 4,810.78</b>

Labor	Discipline	Individual	Man-hours	Rate	Total
<b>Bid Set</b>					
Supervisory Estimator V (20-25)		SH	24	139.6	\$ 3,350.40
Construction Cost Estimator, VP of PMCM		KU	2	184.63	\$ 369.26
<b>SUBTOTAL</b>					<b>\$ 3,719.66</b>
<b>EXPENSES</b>					<b>\$ -</b>
<b>Bid Set</b>					<b>\$ 3,719.66</b>

Cost Estimating Services

110 16th Street, Suite 502C, Denver Colorado 80202  
 713-449-9952 Direct ☐ 866-360-2368 Toll Free

# Sunland Group Detailed Fee Proposal (cont.)



Date: April 29, 2022

Client: Parkhill

Project: EPIA TW G Reconstruction

Address: 501 West San Antonio  
El Paso, TX 79901

## ESTIMATING SERVICES

Labor	Discipline	Individual	Man-hours	Rate	Total
<b>Meetings &amp; QC Reviews</b>					
Supervisory Estimator V (20-25)		SH	6	139.6 \$	837.60
QC Review Plans, Specs, CMP, & CSPP		MC	70	184.63 \$	12,924.10
Construction Cost Estimator, VP of PMCM		KU	2	184.63 \$	369.26
				<b>SUBTOTAL</b>	<b>\$ 14,130.96</b>
				<b>EXPENSES</b>	<b>\$ -</b>
				<b>Meetings &amp; QC Reviews</b>	<b>\$ 14,130.96</b>
				<b>PROJECT TOTAL :</b>	<b>\$ 45,582.00</b>

# NV5 Geospatial Detailed Fee Proposal



April 29, 2022

Mr. Mark Haberer  
Principal-in-Charge/Project Manager  
Parkhill  
501 West San Antonio  
El Paso, Texas 79901

Project: 040809 | Airport Survey – El Paso International Airport (ELP) – Taxiway G As-built

Dear Mr. Haberer,

This summary of work describes our understanding of the scope of work and services required for onsite As Built Ground Survey at the El Paso International Airport (ELP) located in El Paso, TX. The project will be done in compliance with AGIS policies and will consist of survey collection for the Taxiway G Reconstruction project (Figure 1). The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5300-16B “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey”
- AC 150/5300-18B, Change 1 “General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Airport Survey Data Collection and Geographic Information System (GIS) Standards”

## Summary of Work

For this project, we will mobilize a ground survey crew and will provide Parkhill and the FAA the following anticipated features for the area of reconstruction on Taxiway G:

- Taxiway Element
- Taxiway Shoulder
- Taxiway Profile
- Taxiway Markings
- Taxiway Lights
- Taxiway Signs

NV5 Geospatial will be responsible for preparation and submittal of all FAA ADIP documentation required. We will coordinate with Parkhill before any submittals are uploaded to the FAA Airport Data and Information Portal (ADIP).

# NV5 Geospatial Detailed Fee Proposal (cont.)

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## Control Surveying

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the TX State Plane Coordinate System, Central Zone in US feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

NV5 Geospatial will complete a geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16B.

## Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

## Deliverables

NV5 Geospatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports GIS Program. All data submissions to the FAA will be through the program's web site at <https://adip.faa.gov/agis/>.

We anticipate the delivery of the following items to Parkhill and the FAA ADIP:

- Taxiway Element
- Taxiway Shoulder
- Taxiway Profile
- Taxiway Markings
- Taxiway Lights
- Taxiway Signs

All digital files will be delivered on external hard drive, email, or FTP.

## Cost and Payment Terms

Compensation for the above services will be provided as a time and materials, not to exceed cost of U.S. \$25,360.00

## Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by Parkhill. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by NV5 Geospatial.

## NV5 Geospatial Representative

We are excited to announce that we have rebranded to become NV5 Geospatial powered by Quantum Spatial. This is a natural progression for our brand as we continue to integrate our solutions into the NV5 family. Quantum Spatial, Inc dba NV5 Geospatial is a wholly-owned subsidiary of NV5 Global, Inc.

Jill Mahoney, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and

# NV5 Geospatial Detailed Fee Proposal (cont.)

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receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call our office at (803) 351-3136 or email me at the address shown below.

Sincerely,  
NV5 Geospatial,

A handwritten signature in black ink, appearing to read 'D. Grigg', written over a white background.

David Grigg  
Aviation Program Director  
[David.Grigg@NV5.com](mailto:David.Grigg@NV5.com)

# NV5 Geospatial Detailed Fee Proposal (cont.)



Figure 1. Project Limits



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# HOURLY RATE SCHEDULE

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# Parkhill Hourly Rate Schedule

**Parkhill**  
**Hourly Rate Schedule**  
 January 1, 2022 through December 31, 2022

Client: City of El Paso

Project: Taxiway Golf Reconstruction

Agreement Date: \_\_\_\_\_

Location: El Paso, Texas

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$58.00	<b>PROFESSIONAL LEVEL III</b>		<b>PROFESSIONAL LEVEL VI</b>	
SUPPORT STAFF II	\$68.00	Architect	\$144.00	Architect	\$239.00
SUPPORT STAFF III	\$94.00	Civil Engineer	\$170.00	Civil Engineer	\$257.00
SUPPORT STAFF IV	\$100.00	Electrical Engineer	\$165.00	Electrical Engineer	\$268.00
SUPPORT STAFF V	\$111.00	Interior Designer	\$129.00	Interior Designer	\$206.00
SUPPORT STAFF VI	\$120.00	Landscape Architect	\$140.00	Landscape Architect	\$222.00
<b>PROFESSIONAL LEVEL I</b>		Mechanical Engineer	\$165.00	Mechanical Engineer	\$268.00
Architect	\$118.00	Structural Engineer	\$163.00	Structural Engineer	\$246.00
Civil Engineer	\$122.00	Surveyor III	\$115.00	Professional Surveyor VI	\$188.00
Electrical Engineer	\$125.00	Other Professional	\$127.00	Other Professional	\$202.00
Interior Designer	\$112.00	<b>PROFESSIONAL LEVEL IV</b>		<b>PROFESSIONAL LEVEL VII</b>	
Landscape Architect	\$112.00	Architect	\$177.00	Architect	\$307.00
Mechanical Engineer	\$122.00	Civil Engineer	\$198.00	Civil Engineer	\$307.00
Structural Engineer	\$117.00	Electrical Engineer	\$194.00	Electrical Engineer	\$307.00
Surveyor I	\$89.00	Interior Designer	\$141.00	Interior Designer	\$231.00
Other Professional	\$110.00	Landscape Architect	\$151.00	Landscape Architect	\$307.00
<b>PROFESSIONAL LEVEL II</b>		Mechanical Engineer	\$194.00	Mechanical Engineer	\$307.00
Architect	\$127.00	Structural Engineer	\$189.00	Structural Engineer	\$307.00
Civil Engineer	\$137.00	Surveyor IV	\$133.00	Professional Surveyor VII	\$208.00
Electrical Engineer	\$141.00	Other Professional	\$150.00	Other Professional	\$307.00
Interior Designer	\$118.00	<b>PROFESSIONAL LEVEL V</b>			
Landscape Architect	\$118.00	Architect	\$215.00		
Mechanical Engineer	\$141.00	Civil Engineer	\$239.00		
Structural Engineer	\$133.00	Electrical Engineer	\$237.00		
Surveyor II	\$99.00	Interior Designer	\$170.00		
Other Professional	\$116.00	Landscape Architect	\$184.00		
		Mechanical Engineer	\$237.00		
		Structural Engineer	\$228.00		
		Professional Surveyor V	\$156.00		
		Other Professional	\$167.00		

**Expenses:** Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, 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 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-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2022 through December 31, 2022. After December 31, 2022, invoices will reflect the Schedule of Charges currently in effect.

# All About Pavements Hourly Rate Schedule

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## All About Pavements, Inc. 2022 HOURLY BILL RATES

CATEGORY	HRLY BILL RATE
PRINCIPAL ENGINEER API	\$237.00
SR PROJECT ENGINEER I	\$188.00
SR PROJECT ENGINEER II	\$165.00
PROJECT ENGINEER	\$157.00
AUTOCAD OPERATOR	\$140.00
SR. TECHNICIAN	\$124.00
TECHNICIAN	\$63.00
ADMINISTRATIVE ASSISTANT	\$63.00
NDT EQUIPMENT PER DAY	\$2,750

Note: All travel and other direct costs to be reimbursed at cost with no markup.

# CP Crossno & Associates Hourly Rate Schedule

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**C. P. CROSSNO & ASSOCIATES**  
CONSULTING ENGINEERS

4603 Lake Village Drive  
Fulshear, Texas 77441  
(214) 802-8348

## 2022 RATE SCHEDULE

ILS Engineer	\$ 250.00/hour
Electronics Engineer	\$ 225.00/hour
Electrical Engineer	\$ 225.00/hour
CADD Design Technician	\$ 125.00/hour
CADD Technician	\$ 110.00/hour
Administrative Assistant	\$ 90.00/hour

### EXPENSES

Auto Mileage	\$ 0.59/mile
Aircraft	Direct Cost
Reimbursable Expenses	Direct Cost

**ATTACHMENT “C”  
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**EPIA-Taxiway Golf Reconstruction**” 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/CONCEPT 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 project known as “**EPIA-TAXIWAY GOLF RECONSTRUCTION**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$876,370.00** 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.

#### **Payment to Consultant**

**The compensation for each task described in Attachment “A”. Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.**

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**

### **CONCEPT 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. 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 **120 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 **90 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 **60 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 **60 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 **four (4) months**.

**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 **eighteen (18) months** from the date of substantial completion.



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

# Parkhill Certificates of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2022

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> Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	<b>CONTACT NAME:</b> Joe Bryant
	<b>PHONE (A/C, No, Ext):</b> (214) 323-4602 <b>FAX (A/C, No):</b> (214) 503-8899 <b>E-MAIL ADDRESS:</b> certificatedallas@risk-strategies.com
<b>INSURED</b> Parkhill 4222 85th St. Lubbock TX 79423	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A :</b> Travelers Casualty and Surety Co of Amer
	<b>INSURER B :</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 67760386      **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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input 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 <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	✓	106653747	1/10/2022	1/10/2023	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.  
 Project: PP01AVIA01.3130 – EPIA Taxiway Golf Reconstruction, EPIA Solicitation #2022-0521

<b>CERTIFICATE HOLDER</b>  CITY OF EL PASO, TEXAS 218 North Campbell El Paso TX 79901	<b>CANCELLATION</b>  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
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ACORD 25 (2016/03)

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# Parkhill Certificates of Insurance (cont.)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/19/2022

**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 ADDRESS:</b> dee.bartlett@sanfordtatum.com
<b>INSURED</b> Parkhill 4222 85th Street Lubbock TX 79423		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Charter Oak Fire Ins. Co 25615 <b>INSURER B:</b> Travelers Property Casualty Co. of America 25674 <b>INSURER C:</b> Travelers Casualty Ins Co of America 19046 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

**CERTIFICATE NUMBER:** 21/22

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6305H948872	09/30/2021	09/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
B	<b>AUTOMOBILE LIABILITY</b> <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 <input type="checkbox"/> AUTOS ONLY			BA4N167444	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5H948872	09/30/2021	09/30/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB5H948872	09/30/2021	09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

PP01AVIA01.3130 – EPIA Taxiway Golf Reconstruction  
EPIA Solicitation #2022-0521

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 Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the

**CERTIFICATE HOLDER**

**CANCELLATION**

City of El Paso, Texas 218 North Campbell  El Paso TX 79901	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b>  </p>
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# Parkhill Certificates of Insurance (cont.)

AGENCY CUSTOMER ID: 00016178

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> Sanford & Tatum Insurance Agency		<b>NAMED INSURED</b> Parkhill, Smith & Cooper, Inc.	
<b>POLICY NUMBER</b>			
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance

named insured and the certificate holder that requires it. The General Liability, Auto & Workers' Comp. policies include a Blanket Notice of Cancellation 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 the agent or the company. The endorsement does not provide for notice of cancellation if the Named Insured requests cancellation.

# Parkhill Certificates of Insurance (cont.)

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Sanford & Tatum Insurance Agency		NAMED INSURED Parkhill	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Remarks

The endorsement does not provide for notice of cancellation if the Named Insured requests cancellation.

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

# Parkhill Certificates of Insurance (cont.)

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## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

# Parkhill Certificates of Insurance (cont.)

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft – 75 Feet Long Or Less
- B. Who Is An Insured – Unnamed Subsidiaries
- C. Who Is An Insured – Retired Partners, Members, Directors And Employees
- D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured – Controlling Interest
- G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments – Increased Limit
- L. Amendment Of Excess Insurance Condition – Professional Liability
- M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
- N. Contractual Liability – Railroads



**PROVISIONS**

**A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) A watercraft you do not own that is:
    - (a) 75 feet long or less; and
    - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
  - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

**B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

- Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:
- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and



# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
  - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
  - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

# Parkhill Certificates of Insurance (cont.)

COMMERCIAL GENERAL LIABILITY

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
- (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

### I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

# Parkhill Certificates of Insurance (cont.)



## COMMERCIAL GENERAL LIABILITY

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

### K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

### L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

### M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
  - b. "Personal and advertising injury" caused by an offense that is committed;
- subsequent to the signing of that contract or agreement.



# Parkhill Certificates of Insurance (cont.)

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COMMERCIAL GENERAL LIABILITY

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

#### SECTION I – COVERAGES

##### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

###### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### 2. Exclusions

This insurance does not apply to:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

#### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or



# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) 50 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

- (6) An aircraft that is:
  - (a) Chartered with a pilot to any insured;
  - (b) Not owned by any insured; and
  - (c) Not being used to carry any person or property for a charge.

### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

### i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

### k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

### l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

### m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

### n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

### p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

### q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

### r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

### s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

# Parkhill Certificates of Insurance (cont.)

**COMMERCIAL GENERAL LIABILITY**

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
  - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**t. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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## COMMERCIAL GENERAL LIABILITY

This exclusion does not apply to "personal injury" caused by malicious prosecution.

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Or Used Prior To Policy Period**

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**f. Breach Of Contract**

"Advertising injury" arising out of a breach of contract.

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Intellectual Property**

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

### k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

### l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

### m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

### n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

### o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

### q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

### r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

### s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

#### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

#### g. Coverage A Exclusions

Excluded under Coverage A.

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

### SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

### SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

- workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:
  - (a) Owned, occupied or used by;
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.



# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
- (1) 50 feet long or less; and
  - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:
- a. An organization, other than a partnership, joint venture or limited liability company; or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
  - b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.
- The insurance provided to such premises owner, manager or lessor is subject to the following provisions:
- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  - b. The insurance provided to such premises owner, manager or lessor does not apply to:
    - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
  - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.
- The insurance provided to such equipment lessor is subject to the following provisions:
- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".  
 For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
  - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**  
 Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
  - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against any insured, you must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. You and any other involved insured must:
    - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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## COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
      - (iii) An executive officer or director of any other organization; or
      - (iv) A trustee of any trust;
 that is your partner, joint venture member, manager or trustee; or
    - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
  - (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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## 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

### b. Excess Insurance

- (1) This insurance is excess over:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

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- (ii) That is insurance for "premises damage";
  - (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
  - (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or
  - (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.
- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
  - (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
    - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
    - (b) The total of all deductible and self-insured amounts under all that other insurance.
  - (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

# Parkhill Certificates of Insurance (cont.)



## COMMERCIAL GENERAL LIABILITY

### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed; subsequent to the signing of that contract or agreement by you.

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - (b) Unreasonably places a person in a false light; or
    - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
  - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
    - (1) Radio or television programming being transmitted;
    - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
    - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
 provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - While it is in or on an aircraft, watercraft or "auto"; or
  - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".
17. "Occurrence" means:
- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or
  - b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
18. "Personal and advertising injury" means "personal injury" or "advertising injury".
19. "Personal injury":
- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
    - (1) False arrest, detention or imprisonment;
    - (2) Malicious prosecution;
    - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
    - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
    - (5) Oral or written publication, including publication by electronic means, of material that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - (b) Unreasonably places a person in a false light.
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.



# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

### 21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
  - (1) Fire;
  - (2) Explosion;
  - (3) Lightning;
  - (4) Smoke resulting from fire, explosion or lightning; or
  - (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

### 22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

### 23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

### 24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
  - (1) Any person or organization, other than you; or
  - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL GENERAL LIABILITY

- 25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27. "Title" means a name of a literary or artistic work.
- 28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30. "Your product":
  - a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by.
- 31. "Your work":
  - a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.

# Parkhill Certificates of Insurance (cont.)

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COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:  
This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:  
Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

# Parkhill Certificates of Insurance (cont.)

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

*\* Handwritten asterisk with arrow pointing to A and B*

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE – GLASS
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

*\* Handwritten asterisk with arrow pointing to M and N*

### PROVISIONS

**A. BROAD FORM NAMED INSURED**  
The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

*\* Handwritten asterisk with arrow pointing to B*

**B. BLANKET ADDITIONAL INSURED**  
The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**C. EMPLOYEE HIRED AUTO**  
1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

# Parkhill Certificates of Insurance (cont.)

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

# Parkhill Certificates of Insurance (cont.)



## COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

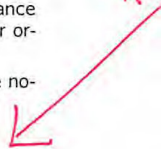
- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".



### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

#### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

# Parkhill Certificates of Insurance (cont.)

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COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

# Parkhill Certificates of Insurance (cont.)

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**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: UB5H948872

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### **SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

**DATE OF ISSUE:** 09-23-21

**ST ASSIGN:**

**PAGE 1 OF 1**



# Parkhill Certificates of Insurance (cont.)

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POLICY NUMBER: 630-5H948872

ISSUE DATE: 09-23-21

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

**CANCELLATION:** Number of Days Notice of Cancellation: 30

**PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM  
(CONTINUED ON IL T8 03)

**ADDRESS:**  
THE ADDRESS FOR THAT PERSON OR  
(CONTINUED ON IL T8 03)

LUBBOCK  
TX  
79423

**PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

# Parkhill Certificates of Insurance (cont.)

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POLICY NUMBER: 630-5H948872

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US  
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

# Parkhill Certificates of Insurance (cont.)

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POLICY NUMBER: BA-4N167444

ISSUE DATE: 09-23-21

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

	<b>SCHEDULE</b>	
<b>CANCELLATION:</b>	<b>Number of Days Notice:</b>	<b>30</b>

**PERSON OR ORGANIZATION:** ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

**ADDRESS:**  
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

### **PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

# Parkhill Certificates of Insurance (cont.)



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 06 10 ( B)**

**POLICY NUMBER: 0B-5H948872**

## **AMENDED CANCELLATION CONDITION ENDORSEMENT**

The following modifies **PART SIX – CONDITIONS, D. Cancellation, Paragraph 2.**, or any endorsement forming a part of this policy that amends such condition:

If we cancel or do not renew this policy, we will mail or deliver to you written notice stating when such cancellation or nonrenewal is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. We will mail or deliver that notice:

- a. At least ten days before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for nonpayment of premium; or
- b. At least the number of days shown in the Schedule before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for any other reason.

Notwithstanding the provisions above, in no event will the number of days advance notice for cancellation or nonrenewal be fewer than the number of days required by applicable law.

### **SCHEDULE**

**NUMBER OF DAYS 60**

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

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

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium \$
Insurance Company	Countersigned by _____	

**DATE OF ISSUE:** 09-23-21 **ST ASSIGN:**  
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