

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

21

May 28, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Discussion and action regarding Park Hill Smith & Cooper new design for Mauro Rosas Park and to authorize the acting city manager or her designee to execute the services agreement and other documents necessary to engage the company.

SUMMARY

This action approves City of Socorro to approve Park Hill Smith & Cooper new design for Mauro Rosas Park.

STATEMENT OF THE ISSUE

City of Socorro has approved \$300,000 for Mauro Rosas Park pending new design approval.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): CO 2014

Funding Source: CO 2014

Amount: \$300,000

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

Decline design

STAFF RECOMMENDATION

Recommends approval for Mauro Rosas Park Design

REQUIRED AUTHORIZATION

- 1. City Manager _____ Date _____
- 2. CFO _____ Date _____
- 3. Attorney _____ Date _____



501 W. San Antonio
El Paso, Texas 79901
915.533.6811

January 12, 2015

Mr. Willie Norfleet, Jr.
City Manager
City of Socorro
Socorro, TX 79927

RE: Agreement for Professional Services for Mauro Rosas Park Renovation

Dear Mr. Norfleet:

Parkhill, Smith & Cooper, Inc. (A/E) is pleased to have the opportunity to provide Architectural, Landscape Architectural, and Engineering services to City of Socorro (OWNER) for Mauro Rosas Park Renovation (Project).

We understand the Scope of Services you require to be:

1. The A/E will review the program furnished by the Owner to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements with the Owner.
2. The A/E will submit to the Owner a preliminary Opinion of Probable Construction Cost based on current area, volume and/or other unit costs. The Owner acknowledges that the current budget is \$300,000 to \$400,000 and this may or may not cover all the desired scope items. The A/E has based our design effort with this range of construction budget.
3. Based on the approved program and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the A/E will prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project.
4. The A/E will assist the Owner in the preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.
5. The A/E will inform the Owner to the best of their knowledge and will assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.
6. The A/E, following the Owner's approval of the Construction Documents and of the latest Opinion of Probable Cost, will assist the Owner in obtaining bids or negotiating proposal and assist in awarding and preparing contracts for construction of the Project.
7. The A/E will be the representative of and will advise and consult with the Owner during construction until the final payment to the Contractor is due. The A/E will have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.
8. The A/E will visit the site every two (2) weeks to become familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that

the Work when completed will be in accordance with the Contract Documents. However, the A/E will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as an architect, landscape architect or engineer, the A/E will keep the Owner informed of the progress and quality of the Work.

9. Based on the A/E's observations and evaluations of the Contractor's Applications for Payment, the A/E will review and certify the amounts due the Contractor.

Specifically excluded from our scope of services are:

- Surveys and Geotechnical Reports
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Construction Material Testing
- Texas Department of Health Demolition Notification

A tentative schedule for submitting our work for review is as follows:

- 21 Calendar Days for 100% Construction Documents (Review Set)
 - One full size hardcopy to be provided to City of Socorro
- 14 Calendar Days for Bidding Documents (Signed and Sealed)
 - One full size hardcopy to be provided to City of Socorro
 - One full size hardcopy for TAS review
 - One full size hardcopy for permitting
 - Electronic files will be made available for potential bidders

Changes to the above schedule may become necessary due to changes in scope or other circumstances beyond the A/E's control.

Our fees for the services described above will be based on a lump sum amount of **\$58,058.00** and will be billed on a percentage complete method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using the A/E's standard hourly rate schedule.

Reimbursable expenses will be billed at invoice cost plus a five percent markup for handling costs. Reimbursable expenses include, but are not limited to, mileage, rental cars, rental car fuel, long distance phone charges, postage, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents and reports. We estimate these expenses to be approximately \$1,500.00.

Current Texas law does not provide for taxes on professional services other than taxes included with licensing fees. All licensing fees are included in our overhead and will not be in addition to the fees enclosed. However, the legislature is studying different taxation methods including taxes on professional services. If legislation is passed to that effect, taxes (if applicable) will be in addition to the fees enclosed.

Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both building owners and to architects, landscape architects and engineers. The enclosed **Standard Conditions** gives a brief explanation of several of those issues and defines the roles and responsibilities for each party involved in this agreement. We will be glad to discuss these issues with you at your convenience.

Mr. Willie Norfleet, Jr.
City of Socorro

Page 3

January 12, 2015

You may indicate your acceptance of this agreement and the attached Standard Conditions by returning one signed copy of this letter to our office. The A/E is able to commence on the project as early as February 2, 2015 or upon receipt of signed agreement at a later date.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions please do not hesitate to call us.

Sincerely,

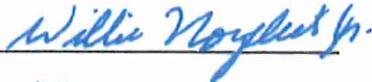
PARKHILL, SMITH & COOPER, INC. (A/E)

CITY OF SOCORRO (OWNER)

By


Hector De Santiago, AIA, CNU-A
Firm Principal

Accepted By:


Title: City manager

Date:

2-26-15

IN DUPLICATE

Enclosures

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects and landscape architects in Texas."

R:\PSC Standard Forms\Agreements Contracts\Architectural Letter Agreement.DOC

OWNER: City of Socorro

DATE: January 12, 2015

STANDARD CONDITIONS: OWNER and A/E (Parkhill, Smith & Cooper, Inc.) agree that the following Provisions shall be part of the Agreement.

ARTICLE 1. SERVICES

1.1 INVOICING

Payments are due and payable pursuant to Texas Prompt Payment Act, Texas Government Code 2251.

1.2 SERVICES DURING CONSTRUCTION

The A/E shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. The OWNER agrees that the general contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor.

The A/E shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The A/E does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, the OWNER understands that the A/E has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A/E's estimates or opinions of probable construction costs are made on the basis of the A/E's professional judgment and experience. The A/E makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from the A/E's estimates or opinions of probable construction cost.

1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A/E's services, the A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.5 ACCESSIBILITY

The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) for projects in the State of Texas, and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. The OWNER further acknowledges that the ADA is a Civil Rights law and not a building code, and does not have prescriptive language. The A/E, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The A/E, however, cannot and does not warrant or guarantee that the OWNER's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

All projects in the State of Texas must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with TAS requirements. The A/E will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the project TDLR requires an inspection of the project for compliance confirmation. However, the A/E cannot and does not warrant or guarantee that different rules and or interpretation may be applied to the OWNER's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review will be additional services. A/E's plan review and inspection basis of compensation will be time and materials unless otherwise specified.

1.6 SERVICES BY OWNER

OWNER will provide access to work site, obtain applicable permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the Scope of Work. OWNER shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement.

1.7 OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data, notes, data on any form of electronic media, and other documents prepared

by the A/E as Instruments of Service shall remain the property of the A/E. The A/E shall retain a common law, statutory and other reserved rights, including copyrights.

The A/E grants to the OWNER a nonexclusive license to reproduce the A/E's Instruments of Service solely for the purpose of constructing, using and maintaining the Project. The OWNER shall not use the Instruments of Service for other projects without prior written agreement of the A/E.

The OWNER shall not make any modification to the Instruments of Service without the prior written authorization of the A/E. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service by the OWNER or any person or entity that acquires or obtains the Instruments of Service from or through the OWNER without the written authorization of the A/E.

1.8 DELIVERY OF ELECTRONIC FILES

In accepting and utilizing any form of electronic media generated and furnished by the A/E, the OWNER agrees that all such electronic files are Instruments of Service of the A/E. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by the A/E and electronic files, the original signed and sealed hard-copy Contract Documents shall govern.

Electronic files created by the A/E through the application of software licensed for the sole and exclusive use by the A/E will be furnished to the OWNER in read-only format. The OWNER is responsible to obtain and maintain software licenses as appropriate for the use of electronic files provided by the A/E.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the A/E, and the A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the A/E be liable for indirect or consequential damages as a result of the OWNER'S use or reuse of the electronic files.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This agreement shall be interpreted and enforced according to the laws of the State of Texas, unless agreed otherwise.

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by OWNER, the terms of these Standard Conditions shall prevail.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the A/E as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

2.4 AMENDMENTS

This agreement may be amended only by a written instrument, signed by both OWNER and A/E, which expressly refers to this agreement.

2.5 DELAYS

The OWNER agrees that the A/E is not responsible for damages arising directly or indirectly from any delays for causes beyond the A/E's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the A/E to perform its services in an orderly and efficient manner, the A/E shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

The A/E agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this project and for a period of 3 years after the completion of services.

2.7 MERGER; WAIVER; SURVIVAL

Except as set forth by Amendment, this Agreement constitutes the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

2.8 TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with this agreement through no fault of the party initiating the termination. This agreement may be terminated by OWNER upon at least fourteen (14) days written notice to A/E in the event that the Project is abandoned.

If this agreement is terminated by OWNER through no fault of the A/E, A/E shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from OWNER, including reimbursement for Direct Expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly conclude the services and prepare project files and documentation, plus any additional Direct Expenses incurred by A/E including but not limited to cancellation fees or charges. A/E will use reasonable efforts to minimize such additional charges.

2.9 CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A/E, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A/E shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the A/E. The A/E's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the A/E because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and A/E agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

2.11 MAINTENANCE/WEAR AND TEAR

Both the OWNER and A/E acknowledge that the OWNER, and only the OWNER, is responsible for maintenance, wear and tear on the project upon substantial completion. The OWNER is responsible for providing routine inspections and maintenance of the project to maintain a safe and weather tight facility. Should the OWNER fail to provide routine inspections and maintenance, and damage occur to the project, the A/E is not responsible for any such resultant damage.

ARTICLE 3.

3.1 WARRANTY; STANDARD OF CARE

In providing services under this Agreement, the A/E shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The A/E makes no warranty, express or implied, as to its professional services rendered under this Agreement.

3.2 DISPUTE RESOLUTION

OWNER and A/E agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, the OWNER and A/E agree that any dispute between them arising out of, or relating to this Agreement shall be submitted to nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise.

3.3 BETTERMENT

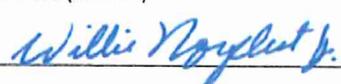
If, due to an error or an omission by the A/E, any required item or component of the project is omitted from the Construction Documents, the A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise add value or betterment to the project.

*** END ***

PARKHILL, SMITH & COOPER, INC. (A/E)

CITY OF SOCORRO (OWNER)

By: 

Accepted By: 

Hector De Santiago, AIA, CNU-A
Firm Principal

Title: City manager

Date: January 12, 2015

Date: 2-26-15

OWNER: City of Socorro

DATE: January 12, 2015

STANDARD CONDITIONS: OWNER and A/E (Parkhill, Smith & Cooper, Inc.) agree that the following Provisions shall be part of the Agreement.

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1.1 INVOICING

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1.2 SERVICES DURING CONSTRUCTION

The A/E shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. The OWNER agrees that the general contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor.

The A/E shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The A/E does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, the OWNER understands that the A/E has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A/E's estimates or opinions of probable construction costs are made on the basis of the A/E's professional judgment and experience. The A/E makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from the A/E's estimates or opinions of probable construction cost.

1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A/E's services, the A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

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The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) for projects in the State of Texas, and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. The OWNER further acknowledges that the ADA is a Civil Rights law and not a building code, and does not have prescriptive language. The A/E, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The A/E, however, cannot and does not warrant or guarantee that the OWNER's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

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OWNER will provide access to work site, obtain applicable permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the Scope of Work. OWNER shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement.

1.7 OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data, notes, data on any form of electronic media, and other documents prepared

by the A/E as Instruments of Service shall remain the property of the A/E. The A/E shall retain a common law, statutory and other reserved rights, including copyrights.

The A/E grants to the OWNER a nonexclusive license to reproduce the A/E's Instruments of Service solely for the purpose of constructing, using and maintaining the Project. The OWNER shall not use the Instruments of Service for other projects without prior written agreement of the A/E.

The OWNER shall not make any modification to the Instruments of Service without the prior written authorization of the A/E. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service by the OWNER or any person or entity that acquires or obtains the Instruments of Service from or through the OWNER without the written authorization of the A/E.

1.8 DELIVERY OF ELECTRONIC FILES

In accepting and utilizing any form of electronic media generated and furnished by the A/E, the OWNER agrees that all such electronic files are Instruments of Service of the A/E. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by the A/E and electronic files, the original signed and sealed hard-copy Contract Documents shall govern.

Electronic files created by the A/E through the application of software licensed for the sole and exclusive use by the A/E will be furnished to the OWNER in read-only format. The OWNER is responsible to obtain and maintain software licenses as appropriate for the use of electronic files provided by the A/E.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the A/E, and the A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the A/E be liable for indirect or consequential damages as a result of the OWNER'S use or reuse of the electronic files.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This agreement shall be interpreted and enforced according to the laws of the State of Texas, unless agreed otherwise.

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by OWNER, the terms of these Standard Conditions shall prevail.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the A/E as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

2.4 AMENDMENTS

This agreement may be amended only by a written instrument, signed by both OWNER and A/E, which expressly refers to this agreement.

2.5 DELAYS

The OWNER agrees that the A/E is not responsible for damages arising directly or indirectly from any delays for causes beyond the A/E's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the A/E to perform its services in an orderly and efficient manner, the A/E shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

The A/E agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this project and for a period of 3 years after the completion of services.

2.7 MERGER; WAIVER; SURVIVAL

Except as set forth by Amendment, this Agreement constitutes the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

2.8 TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with this agreement through no fault of the party initiating the termination. This agreement may be terminated by OWNER upon at least fourteen (14) days written notice to A/E in the event that the Project is abandoned.

If this agreement is terminated by OWNER through no fault of the A/E, A/E shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from OWNER, including reimbursement for Direct Expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly conclude the services and prepare project files and documentation, plus any additional Direct Expenses incurred by A/E including but not limited to cancellation fees or charges. A/E will use reasonable efforts to minimize such additional charges.

2.9 CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A/E, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A/E shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the A/E. The A/E's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the A/E because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and A/E agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

2.11 MAINTENANCE/WEAR AND TEAR

Both the OWNER and A/E acknowledge that the OWNER, and only the OWNER, is responsible for maintenance, wear and tear on the project upon substantial completion. The OWNER is responsible for providing routine inspections and maintenance of the project to maintain a safe and weather tight facility. Should the OWNER fail to provide routine inspections and maintenance, and damage occur to the project, the A/E is not responsible for any such resultant damage.

ARTICLE 3.

3.1 WARRANTY; STANDARD OF CARE

In providing services under this Agreement, the A/E shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The A/E makes no warranty, express or implied, as to its professional services rendered under this Agreement.

3.2 DISPUTE RESOLUTION

OWNER and A/E agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, the OWNER and A/E agree that any dispute between their arising out of, or relating to this Agreement shall be submitted to nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise.

3.3 BETTERMENT

If, due to an error or an omission by the A/E, any required item or component of the project is omitted from the Construction Documents, the A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise add value or betterment to the project.

*** END ***

PARKHILL, SMITH & COOPER, INC. (A/E)

CITY OF SOCORRO (OWNER)

By: 
Hector De Santiago, AIA, CNU-A
Firm Principal

Accepted By: _____

Title: _____

Date: January 12, 2015

Date: _____

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 03
 PROJECT NAME: Mauro Rosas Park Redesign
 JOB NO.: 03-7115-15
 TASK: _____
 DATE: 01/13/15

FEE TYPE: Lump Sum
 PREPARED BY: HDS
 PRINCIPAL: HDS
 PROJ. MANAGER: HDS

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 5.00%
 PROFIT ON DIRECTS: _____

TOTAL FEE: <u>\$58,058</u> LABOR: <u>\$48,855</u> OVERHEAD: _____ REIMB. CONSULTANTS: _____ REIMB. EXPENSES: <u>\$1,497</u> DIRECT CONSULTANTS: <u>\$7,572</u> DIRECT EXPENSES: <u>\$60</u>	LABOR: <u>\$48,855</u> DIRECTS: <u>\$7,632</u> SUBTOTAL: <u>\$56,487</u> REIMB. FEE: <u>\$1,572</u> TOTAL FEE: <u>\$58,058</u>
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LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	28	\$5,040
23	Landscape Architect	115	\$14,885
03	Engineer	16	\$2,015
06	Architect Intern	95	\$10,395
03	Engineer	53	\$7,350
03	Engineer	33	\$5,558
18	Clerical/PASS	42	\$3,612

TASK	Trips	CATEGORY OF PERSONNEL							TOTAL
		RATE PER HOUR							
		HDS FP 01	TS L-ARCH 23	KW ENG 03	AG ARCH INT 06	NY ENG 03	MW/JP ENG 03	SM CLERICAL 18	
Set Up Project in System		1.5						1.5	3
Kick Off Teleconference Meeting		1	1		1	1	1		5
Field Investigation/Coordination	1		1		3.5	1	3.5		9
Re-Design									
Sheets to be Revised									
G-001					1.5				2
G-002					1				1
G-003					1				1
C-102						8			8
C-103						2			2
C-104						8			8
C-105						4			4
C-106						4			4
C-107						4			4
C-501						2			2
C-502						2			2
C-503						2			2
Civil Revised Specifications						4		2	6
L-102			16						16
L-103			24						24
L-104			10						10
L-501			4						4
L-502			2						2
Landscape Revised Specifications			6					2	8
S-101							4		4
S-102							8		8
S-501							2		2
Structural Revised Specifications							2	1	3
A-101					6				6
A-201					6				6
A-301					4				4
A-401					4				4
A-501					4				4
New L-101 sheet w/ Playground			6						6
Architectural & Front End Specifications		8	4					6	18
M-101				4					4
Mechanical/Plumbing Revised Specs				2				1	3
QA/QC Review of Documents			2						2
See Separate Fee Sheet for Electrical									
Prepare Opinion of Probable Cost		0.5	2			0.5		0.5	4
Assist w/ Bidding Process	1	6	2		2			6	16
Assist w/ Contractor/Owner Agreement		4							4
Attend Pre-Bid Conference	1	1.5			1.5				3
Respond to Contractor Questions		1	2		2			1	6
Prepare Clarifications/Addenda		0.5	1.5		1			1	4
Attend Pre-Construction Meeting	1	2			2				4
Review Contractor Submittals		1	6	1.5	6	2	4	4	25
Site Observations Visits (8 trips/1 hr. at site)	8				16				16
Respond to Contractor's RFI/Calls			2		6	2	2	1	13
Progress Meetings 4 (1 per month)	4				8				
Site Observation Visit by Discipline 2 per discipline (landscape, structural, civil, plumbing)			20	4		4	4		
Field Reports (1 per site visit)			2	2	8	2	2	8	
Review Contractor Pay Applications					4			2	
Perform Punchlist (Architectural/MEP)	1			2	2				4
Prepare Certificate of Substantial Completion		0.5			1			1	
Backcheck of Punchlist					2				
Review Closeout Documentation		0.5	1		1			4	
BUDGET SUBTOTALS:	HOURS/ Trips - 17	28	115	16	95	53	33	42	380
SALARY		\$5,040	\$14,885	\$2,015	\$10,395	\$7,350	\$5,558	\$3,612	\$48,855

FEE ESTIMATING SHEET		PROJECT: Mauro Rosas Park Radoslg	JOB NO.: 03-7115-15	TASK:
DIRECTS				
DIRECT CONSULTANT COSTS				SUBTOTAL
611	Structural Consultant			
612	Mech/Elec Consultant			\$7,572
613	Environ/Civil Consultant			
614	Architectural Consultant			
615	Testing Consultant			
616	Surveying Consultant			
618	Other Consultant			
TOTAL DIRECT CONSULTANTS				\$7,572
DIRECT EXPENSES				
621	Travel			
	Motel	Days @	Men @	/Manday =
	Air Travel	Air Fare @	Men @	/Man =
	Parking	Days @	/Day	=
	Car Rental	Days @	/Day	=
	Mileage	Miles @	\$0.560 @	17 Trips =
				SUBTOTAL
622	Reproductions			
	Blackline Prints			
	34" x 22"	Shts @	\$2.25 /Sht @	Sets =
	36" x 24"	Shts @	\$2.55 /Sht @	Sets =
	42" x 30"	Shts @	\$3.00 /Sht @	Sets =
	Other	sf @	\$0.35 /sf @	Sets =
	Printing:			
	Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =
	8-1/2" x 11" B&W	Originals @	\$0.08 /Sht @	Sets =
	8-1/2" x 11" Color	Originals @	\$0.50 /Sht @	Sets =
	11" x 17" B&W	Originals @	\$0.16 /Sht @	Sets =
	11" x 17" Color	Originals @	\$1.00 /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	2 Days @	1 Men @	\$30.00 /Manday
626	Field Supplies			\$60
628	Postage	Mailings @	/Mailing	
629	Publications			
630	Misc Reimbursable Exp			
631	Fax	Pages @		
632	Temporary Personnel			
633	Drafting Supplies			
634	Office Supplies			
635	CADD	Hours @	/Hour	
636	Field Equip Rental			
636	Interior Design Items			
636	NM Gross Receipt Tax			
647	Computer Supplies			
TOTAL DIRECT EXPENSES				\$60

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 01
 PROJECT NAME: Mauro Rosas Completion
 JOB NO.: 7114.12
 TASK: ELEC
 DATE: 01/13/15

FEE TYPE: Lump Sum
 PREPARED BY: HDS
 PRINCIPAL: MNT
 PROJ. MANAGER: SRT

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 5.00%
 PROFIT ON DIRECTS: _____

TOTAL FEE: <u>\$7,572</u>	LABOR: <u>\$7,484</u>
LABOR: <u>\$7,484</u>	DIRECTS: _____
OVERHEAD: _____	SUBTOTAL: <u>\$7,484</u>
REIMB. CONSULTANTS: _____	
REIMB. EXPENSES: <u>\$84</u>	REIMB. FEE: <u>\$88</u>
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: _____	TOTAL FEE: <u>\$7,572</u>

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	3	\$654
02	Architect		
03	Engineer	15	\$2,175
06	Architect Intern		
07	Engineer in Training	25	\$3,050
14	CADD Operator	13	\$1,131
18	Clerical/PASS	6	\$474

FEE ESTIMATING SHEET	PROJECT: Mauro Rosas Completion	JOB NO.: 7114 12	TASK: ELEC
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SALARY		CATEGORY OF PERSONNEL							TOTAL
		RATE PER HOUR							
TASK		MNT FP 01	ARCH 02	SRT ENG 03	ARCH INT 06	EIT 07	CADD OPT 14	CLERICAL 18	
	Trips	\$218.00		\$145.00		\$122.00	\$87.00	\$79.00	
REDESIGN									
Coordinate service with EPEC				2		2			4
Site Visit/ Verify existing conditions	1			2					2
Recalculate loads for incoming elec				3		4			7
Redo Drawings for restroom only				2		4	10		16
QA/QA Drawings		2							2
Incorporate QA Comments						1	3		4
Redo Specs/ Remove Sections				1		2		2	5
QA/QC Specs		1		1		1		1	4
Incorporate QA Comments				1				1	2
BID PHASE									
Attend Pre-Bid Meeting									
Answer Contractor Questions				1		2			3
CONSTRUCTION PHASE									
Attend Pre-Con Meeting	1			2					2
Submittal Reviews						6		2	8
Substantial Walkthrough	1					2			2
Generate Punchlist						1			1
BUDGET SUBTOTALS:		HOURS/	Trips -						
		SALARY	3	3	15	25	13	6	62
				\$654	\$2,175	\$3,050	\$1,131	\$474	\$7,484

FEE ESTIMATING SHEET		PROJECT: Mauro Rosas Completion	JOB NO.: 7114.12	TASK: ELEC
REIMBURSABLES				
REIMBURSABLE CONSULTANT COSTS				SUBTOTAL
511 Structural Consultant				
512 Mech/Elec Consultant				
513 Environ/Civil Consultant				
514 Architectural Consultant				
515 Testing Consultant				
516 Surveying Consultant				
518 Other Consultant				
TOTAL REIMBURSABLE CONSULTANTS				
REIMBURSABLE EXPENSES				
521 Travel				
Motel	Days @	Men @	/Menday	=
Air Travel	Air Fare @	Men @	/Man	=
Parking	Days @	/Day		=
Car Rental	Days @	/Day		=
Mileage	50 Miles @	\$0.560 @	3 Trips	= \$84.00
SUBTOTAL				\$84
522 Reproductions				
Blackline Prints				
34" x 22"	Shts @	\$2.25 /Sht @	Sets =	
36" x 24"	Shts @	\$2.55 /Sht @	Sets =	
42" x 30"	Shts @	\$3.00 /Sht @	Sets =	
Other	sf @	\$0.35 /sf @	Sets =	
Printing:				
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W	Originals @	\$0.08 /Sht @	20 Sets =	
8-1/2" x 11" Color	Originals @	\$0.50 /Sht @	Sets =	
11" x 17" B&W	Originals @	\$0.16 /Sht @	20 Sets =	
11" x 17" Color	Originals @	\$1.00 /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 @	/Menday	
526 Field Supplies				
528 Postage				
	Mailings @	/Mailing		
529 Publications				
530 Misc Reimbursable Exp				
531 Fax				
	Pages @			
532 Temporary Personnel				
533 Drafting Supplies				
534 Office Supplies				
535 CADD				
	13 Hours @	/Hour		
536 Field Equip Rental				
537 Interior Design Items				
539 NM Gross Receipt Tax				
547 Computer Supplies				
TOTAL REIMBURSABLE EXPENSES				\$84

FEE ESTIMATING SHEET		PROJECT: Mauro Rosas Completion	JOB NO.: 7114.12	TASK: ELEC
DIRECTS				
DIRECT CONSULTANT COSTS				SUBTOTAL
611	Structural Consultant			
612	Mech/Elec Consultant			
613	Environ/Civil Consultant			
614	Architectural Consultant			
615	Testing Consultant			
616	Surveying Consultant			
618	Other Consultant			
TOTAL DIRECT CONSULTANTS				
DIRECT EXPENSES				
621	Travel			
	Motel	Days @	Men @	/Manday =
	Air Travel	Air Fare @	Men @	/Man =
	Parking	Days @	/Day	=
	Car Rental	Days @	/Day	=
	Mileage	Miles @	\$0.505 @	3 Trips =
				SUBTOTAL
622	Reproductions			
	Blackline Prints			
	34" x 22"	Shts @	\$2.25 /Sht @	Sets =
	36" x 24"	Shts @	\$2.55 /Sht @	Sets =
	42" x 30"	Shts @	\$3.00 /Sht @	Sets =
	Other	sf @	\$0.35 /sf @	Sets =
	Printing:			
	Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =
	8-1/2" x 11" B&W	Originals @	\$0.08 /Sht @	Sets =
	8-1/2" x 11" Color	Originals @	\$0.50 /Sht @	Sets =
	11" x 17" B&W	Originals @	\$0.16 /Sht @	Sets =
	11" x 17" Color	Originals @	\$1.00 /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 @	/Manday
626	Field Supplies			
628	Postage	Mailings @	/Mailing	
629	Publications			
630	Misc Reimbursable Exp			
631	Fax	Pages @		
632	Temporary Personnel			
633	Drafting Supplies			
634	Office Supplies			
635	CADD	13 Hours @	/Hour	
636	Field Equip Rental			
636	Interior Design Items			
636	NM Gross Receipt Tax			
647	Computer Supplies			
TOTAL DIRECT EXPENSES				

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2015

Client: City of Socorro
 Project: Mauro Rosas Park Redesign
 Agreement Date: January 12, 2015

January 1, 2015

<u>Classification</u>	<u>Hourly Rate</u>
PROFESSIONAL LEVEL VII	
Mechanical & Electrical	\$214.00
Civil & Structural	\$208.00
Architect, Landscape & Interior	\$198.00
PROFESSIONAL LEVEL VI	
Mechanical & Electrical	\$197.00
Civil & Structural	\$190.00
Architect, Landscape & Interior	\$180.00
PROFESSIONAL LEVEL V	
Mechanical & Electrical	\$175.00
Civil & Structural	\$171.00
Architect, Landscape & Interior	\$160.00
PROFESSIONAL LEVEL IV	
Mechanical & Electrical	\$143.00
Civil & Structural	\$140.00
Architect, Landscape & Interior	\$130.00
Resident Project Representative	\$130.00
Technologist	\$130.00
PROFESSIONAL LEVEL III	
Mechanical & Electrical	\$121.00
Civil & Structural	\$118.00
Architect, Landscape & Interior	\$110.00
Resident Project Representative	\$110.00
Technologist	\$110.00

<u>Classification</u>	<u>Hourly Rate</u>
PROFESSIONAL LEVEL II	
Mechanical & Electrical	\$101.00
Civil & Structural	\$100.00
Architect, Landscape & Interior	\$97.00
Technologist	\$97.00
Resident Project Representative	\$97.00
Administrative	\$97.00
PROFESSIONAL LEVEL I	
	\$89.00
Intern	
Technologist	
Resident Project Representative	
Administrative	
SUPPORT STAFF III	
	\$86.00
Technician	
CADD	
Project Assistant	
Administrative	
SUPPORT STAFF II	
	\$78.00
Technician	
CADD	
Administrative Secretary	
Project Assistant EL	
Administrative	
SUPPORT STAFF I	
	\$45.00
Student EL	
CADD EL	
Administrative EL	

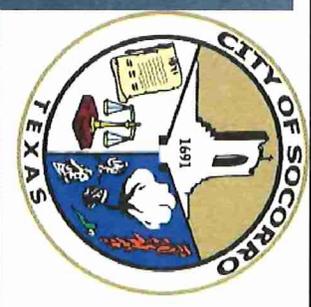
The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2015 through December 31, 2015. After December 31, 2015, invoices will reflect the Schedule of Charges currently in effect.

Mauro Rosas Park

June 4, 2015

PSC

PARKHILL SMITH & COOPER



Mauro Rosas Park - Original

- Budget Originally set at \$2.1 million
- Project was Bid and Awarded for \$1.8 million with Some Items to be Purchased Separately by the City of Socorro
- Construction Began

Mauro Rosas Park - Original



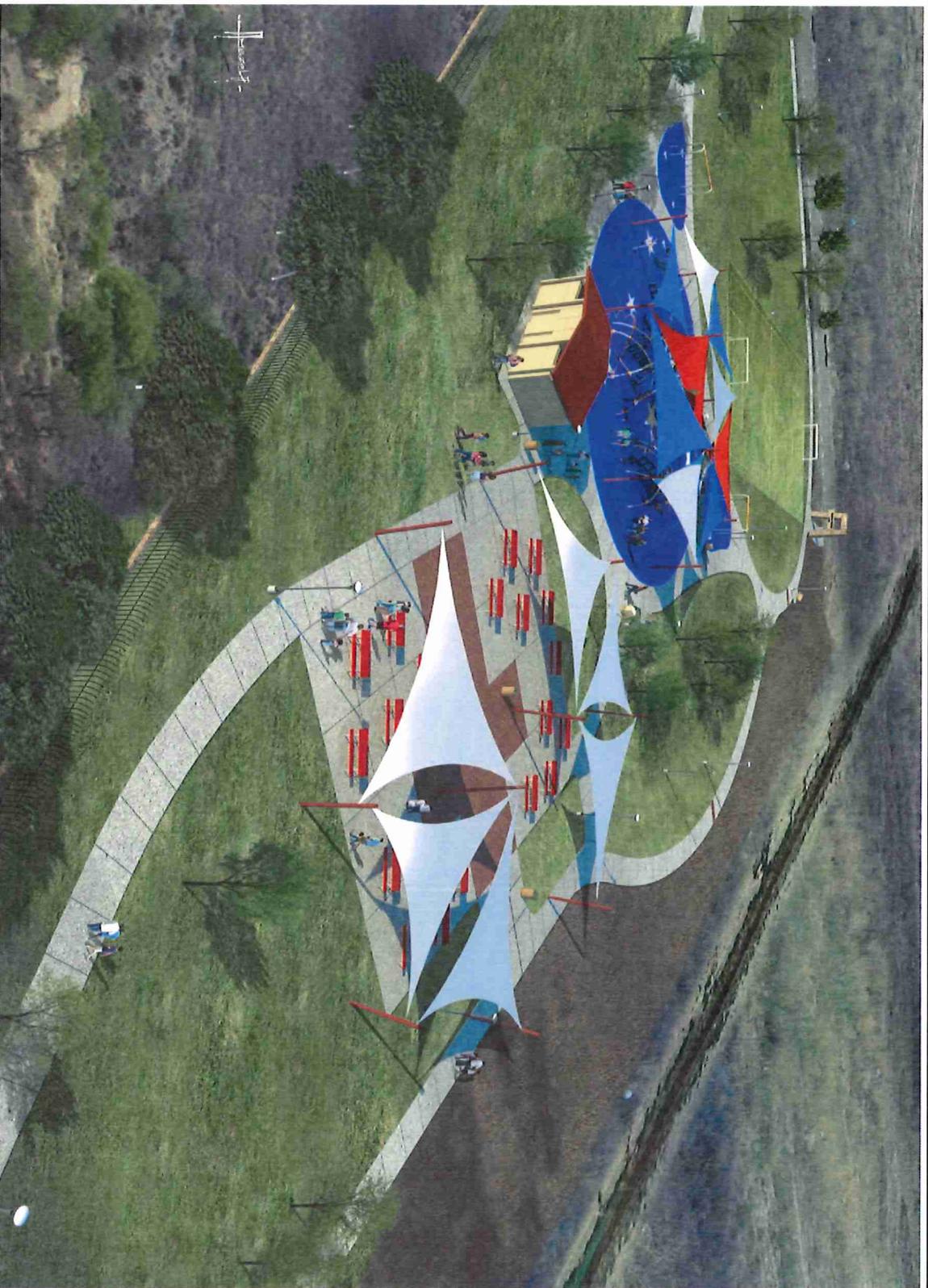
BUILDING COMMUNITY

PSC

Mauro Rosas Park – Scaled Down Version (2)

- Construction Ongoing for Original
- PSC was asked to look at Scope Reduction during Construction of Project and Made Recommendations to City of Socorro
- PSC then Developed New Documents and Assisted with Negotiations with Contractor, New Contract Calue \$1.16 million
- Construction Re-started Slowly
- City of Socorro Requested Project be Halted Completely

Mauro Rosas Park – Scaled Down Version (2)



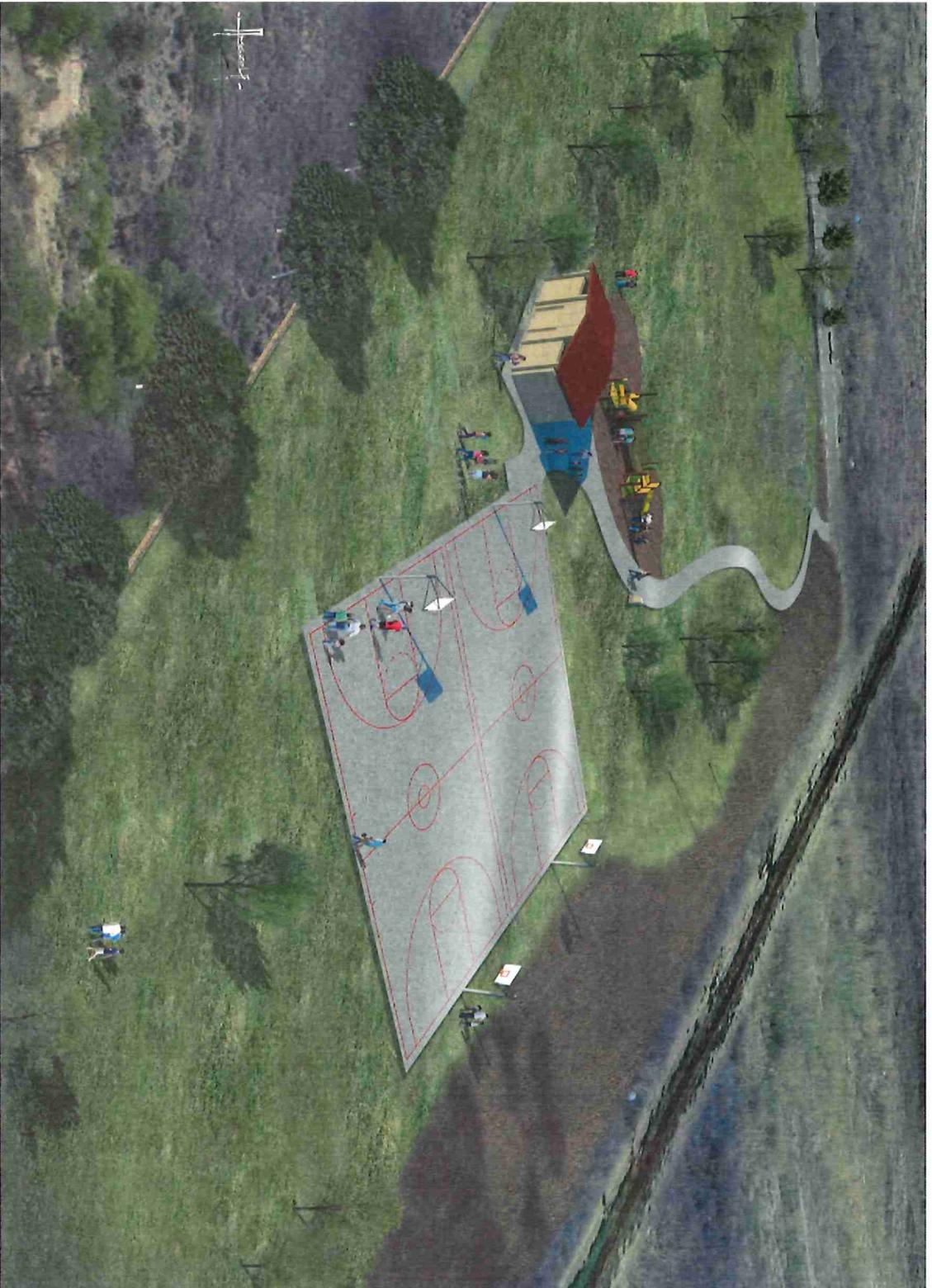
BUILDINGCOMMUNITY

PSC

Mauro Rosas Park – Scaled Down Version (3)

- Project Site Abandoned for Over a Year
- PSC was Requested to Identify and Design Park Amenities for 300K to 400K
- PSC was Given the NTP
- Re-Design Commenced and Our Structural Engineer Identified the Need for Testing Soils Condition
- Findings Revealed Soils Condition had Deteriorated
- Construction Needs to Start from Scratch

Mauro Rosas Park – Scaled Down Version (3) Current



BUILDING COMMUNITY

PSC

Mauro Rosas Park – Scaled Down Version (3)

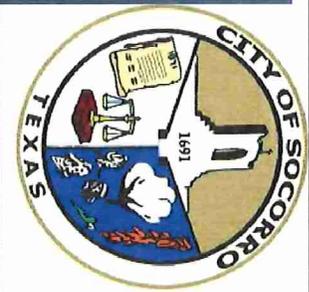
- Departure of City Manager
- PSC had Progressed on the Documents and Stopped to Receive Results of Soils Investigations and Before Finalizing We Want to Confirm the Direction Received with City Council
- Budget Update
 - Demolish Existing Improvements
 - Excavate, Regrade and Recompect
 - Use of Stored Materials

Questions?

June 4, 2015



PARKHILL SMITH & COOPER



Mauro Rosas Park - Original



BUILDINGCOMMUNITY



Mauro Rosas Park - Original



BUILDING COMMUNITY

PSC

Mauro Rosas Park - Original



BUILDINGCOMMUNITY

PSC