

**CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM**



DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Joaquin Rodriguez, CID Grant Fur **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 3 & 7

AGENDA ITEM:

A resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and GFT Infrastructure, Inc., a Delaware, USA, Foreign for Profit Corporation, for a project known as "2025-0608R Architect and Engineering Services for the Playa Drain Shared Use Path Project" for an amount not to exceed \$599,767.96.

ISSUE STATEMENT:

City Council is asked to approve the award of a professional services contract to for the Playa Drain Shared Use Path Project to obtain architectural and engineering services for the design of the proposed Shared Use Path running along Playa Drain, Knights Drive, and Midway Drive from Yarbrough Drive to Alameda Avenue and Mimosa Avenue.

The consultant will deliver architectural design, planning, bidding and construction support.

BACKGROUND:

The purpose of this project is to create a path for walking, biking, and mobility devices along Playa Drain. The proposed path will include pedestrian illumination, parkway improvements, pedestrian crossings improvements, ADA accessible sidewalks and ramps, landscaping, and pedestrian amenities.

COUNCIL OPTIONS:

1. Approve the award as presented
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

April 23,2024 - TXDOT AFA for Playa Drain Yarbrough to Midway

LEGAL REVIEW:

Legal counsel reviewed as a part of Council packet

Legal counsel reviewed in advance of packet as an individual item

AMOUNT AND SOURCE OF FUNDING:

\$599,767.96 - Capital Projects TxDOT, SIB Loans

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NO

NAME	AMOUNT (\$)
N/A	

ATTACHMENTS:

Evaluation Summary

FOR MORE INFORMATION:

Elsa Rodriguez

915-212-0065

aeselections@elpasotexas.gov

*****REQUIRED AUTHORIZATION*****

SIGNATURE:



(If Agenda Summary Form is initiated by Purchasing, client department should sign also)

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 GFT Infrastructure, Inc., a Delaware, USA, Foreign for Profit Corporation, for a project known as “2025-0608R Architect and Engineering Services for the Playa Drain Shared Use Path Project” for an amount not to exceed \$599,767.96; 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 \$699,767.96; 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** _____ **2026.**

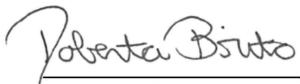
CITY OF EL PASO:

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made on this ____ day of _____, 2026, 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 GFT Infrastructure, Inc., a Delaware, USA, Foreign for Profit Corporation authorized to transact business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “**2025-0608R Architect and Engineering Services for the Playa Drain Shared Use Path Project**” 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 **\$599,767.96** 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 allocated is **\$6,000,000.00**, 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 claims made basis.

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

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

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

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER’S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT’S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY’S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

**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 shall apply, **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.

--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.

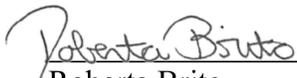
Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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 _____, 2026, by **Dionne Mack**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(SIGNATURES BEGIN ON FOLLOWING PAGE)

ATTACHMENT "A"
SCOPE OF SERVICES

Project: Playa Drain Shared Use Path

Contract with City of El Paso

Sol. No.: #2025-0608R

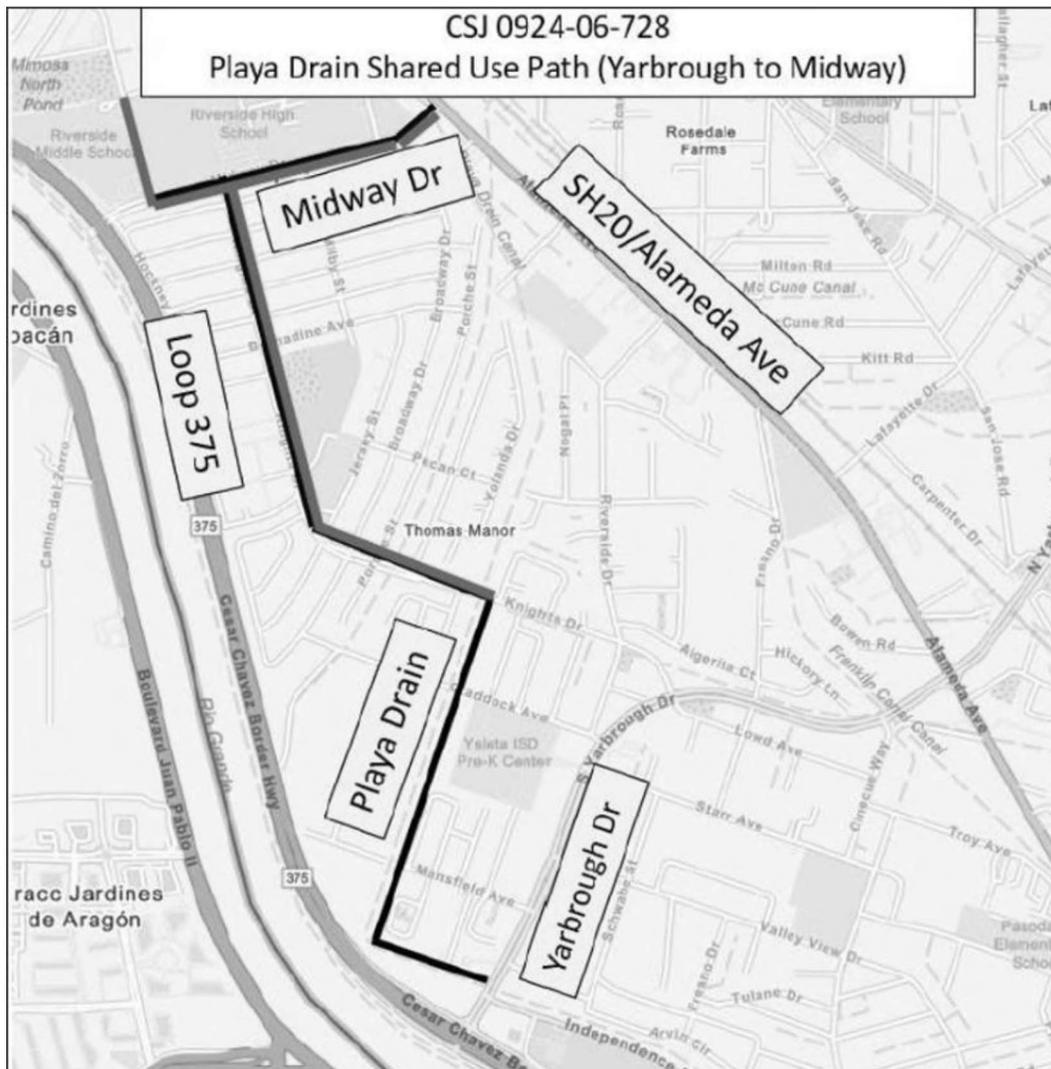
Exhibit A

SERVICES TO BE PROVIDED BY THE ENGINEER

Project: Playa Drain Shared Use Path Project (Knights to Midway)
Project Limits: Knights Dr. from Playa Drain to Midway Dr. (4,829 Linear Ft)
Midway Dr. from SH20/Alameda to Mimosa Ave (2,791 Linear Ft)
Mimosa Ave from Midway Dr. to Vocational Dr. (986 Linear Ft)

I. PROJECT SUMMARY

The Playa Shared Use Path Project includes the design of 8,606 linear ft. of 12 ft. Shared Use Path for the limits shown below:



Project: Playa Drain Shared Use Path

Contract with City of El Paso

Sol. No.: #2025-0608R

The scope will include the following elements:

- Pedestrian Amenities
- Parkway Improvements
- Pedestrian Illumination Design
- Pedestrian Crossing Improvements
- ADA Compliant sidewalks, driveways and ADA Ramps
- Landscaping and Irrigation per City requirements

The General project time line for development of this project is as shown below:

Project Timeline:

Design Phase:	Duration
Pre-Design	60 Days
60% Design	60 Days
90% Design	45 Days
100% Design (RTL)	30 Days

II. SERVICES NOT PROVIDED UNDER THIS SCOPE OF SERVICES

Services not specifically provided for, in the scope, will be additional services and will be performed at negotiated rates. Items not included in the scope of work are ITS study or design. As-built Survey; ALTA/NSPS Land Title Survey; title commitment; boundary surveys of adjoining parcels; construction staking; materials test for construction, certification of TXDOT or City of El Paso monuments; and delineation of buried materials and/or structures. Additionally, noise workshop, public meeting, 404/401 Permitting, CLOMR/LOMR, and improvement plans for channel/arroyo stabilization are not included in this Scope of Services.

III. SERVICES TO BE PROVIDED BY THE ENGINEER

Professional Engineering and Design Services to be provided by the Engineer will conform to TXDOT 2024 Specifications, Project Development Process Manual, the Roadway Design Manual, the PS&E Preparation Manual, and other applicable codes, ordinances, criteria, standards, regulations, policies, guidelines, practices and procedures.

The Engineer will work at the direction and supervision of CID, providing reports and findings, as required. The Engineer will work cooperatively and collaboratively with other governmental agencies and design consultant firms who are responsible for adjacent projects or jurisdictional approval.

The schedule of activities below will conform to established CID review and comment periods for each deliverable of the project.

Project: Playa Drain Shared Use Path

Contract with City of El Paso

Sol. No.: #2025-0608R

The services to be provided by the Engineer may include, but is not limited to, the following key elements:

- Project Management
- Surveying
- Right-of-Way Mapping
- Geotechnical Investigations
- Social, Economic and Environmental Studies
- SUP Path Design
- Drainage
- Pedestrian Illumination Design
- Plans, Specifications and Estimates
- ADA Compliant sidewalks, driveways and ADA Ramps & TDLR Registration
- Landscaping and Irrigation
- SWPPP
- Traffic Control
- Utility Coordination
- TxDOT Coordination

A. Project Management

The Engineer, in coordination with the CID, will be responsible for directing and coordinating all activities related to the Project. Project management and administration tasks shall include a Project Management/Work Plan, Progress Reporting, Coordination/Administration, Project Control/Scheduling, and Subconsultant Management.

1. Project Management/Work Plan

1.1. Develop a Project Management/Work Plan to reflect the following:

- Organization and responsibilities
- Coordination meetings
- Deliverables
- Quality control (QC) procedures/plan to ensure the accuracy and quality of the deliverables produced

2. Progress Reporting

2.1. Prepare and submit to the CID monthly progress reports of activities completed during reporting period.

2.1.1. Activities Completed

2.1.2. Initiated and Ongoing Activities

2.1.3. Planned Activities

2.2. Prepare and Submit Invoices. The report shall be submitted as an attachment to the invoice submittal.

3. Coordination/Administration

3.1. The Engineer shall prepare for and attend one kick-off meeting to discuss project guidelines and present general project requirements and expectations.

3.2. Coordinate with the CID's staff regularly throughout project development.

3.3. Attend up to 3 TxDOT Design Reviews (DDR) and contactor review meetings

4. Project Control/Scheduling

4.1. Develop a Master Schedule for the Project indicating tasks/subtasks, critical dates, milestones, and deliverables.

4.2. Update and Schedule on a Monthly Basis.

Project: Playa Drain Shared Use Path

Contract with City of El Paso

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5. Subconsultant Management

- 5.1. Prepare subcontracts for subconsultant(s).
- 5.2. Monitor subconsultant activities (staff and schedule).
- 5.3. Review and recommend approval of subconsultant progress reports and invoices.

Deliverables

- Summaries of all meetings
- Project Schedule and monthly updates
- Progress Reports and Invoices

B. Surveying

All surveying shall comply with the Professional Land Surveying Practices Act, Article 5282c, Vernon's Texas Civil Statutes. All surveying shall comply with applicable rules promulgated by the Texas Board of Professional Land Surveying. The Manual of Practice published by the Society of Professional Surveyors shall be used as a guide in determining accuracy requirements and procedures to follow. The prime provider's field surveying efforts shall include the following:

1. Project Control

- 1.1. Establish project survey control monuments. The horizontal and vertical datum for the existing control monuments will be as follows:
 - Horizontal – Horizontal datum will be referenced to the Texas State Plane Coordinate System, Central Zone 4203, NAD 83 and will be scaled to surface.
 - Vertical – Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 12B.
- 1.2. Establish a maximum of six (6) control points along said portion of Knights St, Midway and Mimosa Ave for use during construction.

2. Ground Survey

- 2.1. Perform a record search for all pertinent survey information, including all available deeds, easements, subdivision plats, surveys, field notes and right-of-way maps for said portion of Knights Dr., Midway Dr. and Mimosa Ave. Establish property ownership.
- 2.2. Perform a topographic and improvements design survey of the proposed Playa Drain SUP along Knights Dr. Midway Dr. and Mimosa Ave.
 - 2.2.1. A telephone order to Dig Tess will be placed to have the underground utilities marked (painted) on the surface. The survey will include tying these marks.
 - 2.2.2. The topographic survey will include tying all visible utility features to include the following: water valves; water meters; sanitary sewer manholes; storm sewer manholes; electrical manholes; power poles; light poles; overhead lines; electrical control panels; traffic signals; traffic signs; telephone manholes and pedestals; stem walls; chain link fences; rock walls; trees, etc.
 - 2.2.3. The survey will also include existing pavement, paint stripes, existing asphalt and

Project: Playa Drain Shared Use Path

Contract with City of El Paso

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concrete driveways, existing concrete sidewalks, ditches, stairs, steps, and existing concrete curb and gutter.

- 2.3. Prepare the base map based on the proposed alignment and existing information.
- 2.4. The Engineer will provide a boundary, topographic improvements survey for up to two (2) drainage, construction or temporary easements or ROW required. The survey shall include the preparation of the base map, boundary survey, survey plats, metes and bounds and monumentation, as necessary.

Deliverables

- Final planimetric and topographic base map showing all mapped planimetric and supplemental field survey data described above.
- Final Triangulated Irregular Network (TIN) file. All electronic files shall be fully compatible with Civil 3d 2020, or MicroStation DGN, without further modification or conversion.
- Parcel Plats, metes and bounds, if required.

C. Right-of-Way Mapping

1. Perform a right-of-way survey.
 - 1.1. Conduct reconnaissance survey of existing improvements.
 - 1.2. Determine existing and proposed right-of-way limits, establish on the ground.
 - 1.3. Determine/locate easements, public roads, and utilities.
 - 1.4. Conduct reconnaissance of property corners & survey parent tracts.
 - 1.5. Determine property owners within project limits for land acquisition.
2. Prepare right of way base map and property description for the project limits.
 - 2.1. Prepare ROW base map in surface coordinates.
 - 2.2. Prepare property descriptions and calculations.

Deliverables

- To include a maximum of five (5) Meets and bounds descriptions are included in this scope with the provided fee.

D. Geotechnical

Geotech proposes to drill six (6) 5-foot-deep borings along Knights Drive between Midway Drive and Playa Drain, four (4) 5-foot-deep borings along Midway Drive between Mimosa Avenue and Alameda Avenue, and two (2) 5-foot-deep borings along Mimosa Avenue between Midway Drive and Vocational Drive.

In general, the proposed borings will be spaced at approximately 1000-foot intervals. The borings will be sampled continuously to the termination depth of the borings and will be used to determine the site stratigraphy and to obtain samples for laboratory testing. Borings that can be performed outside the pavement will be performed using hand augers to be able to sample within the footprint of the proposed SUP. The borings will be drilled using the truck mounted drill rig at the remaining

locations where there is existing sidewalk or covered with concrete at the proposed SUP alignment. The cohesionless soils at the borings drilled using a rig will be sampled using a split-spoon sampler in accordance with ASTM D1586 standard. In general, cohesive soil samples will be obtained with a three-inch thin walled (Shelby) tube sampler in accordance with ASTM D1587 standard. Each sample will be extruded in the field, visually classified, and strength estimate will be obtained with a pocket penetrometer. We will also perform up to two (2) Dynamic Cone Penetrometer (DCP) tests within the proposed shared use path limits for further evaluation of strength of the existing subgrade soils.

All boreholes located off pavement will be backfilled with soil cuttings and/or bentonite chips to the full depth of the boring. Boreholes located on pavement will be backfilled with a cement-bentonite grout to the full depth. The existing pavement at boring locations will be cored as needed and patched with quick setting concrete to restore the surface upon completion of the drilling. Based on our prior experience, we understand that HVJ will be required to schedule on-site inspections with the city during grouting and pavement patching activities. The proposed borings using a drill rig will be performed on local streets, and it is likely that the shoulder/lane closure will be needed.

Appropriate traffic control signs, cones, and arrow board will be used during the field work. We do not plan to use Truck Mounted Attenuator. The depth at which groundwater is encountered during drilling will be measured and recorded if encountered.

The laboratory-testing program is intended to provide confirmation of the field visual soil classifications and to establish properties of the subsurface materials required for shared use path design. Possible laboratory tests to be performed for this project include moisture contents (ASTM D2216); Atterberg limits (ASTM D4318); minus No. 200 sieve analysis (ASTM D1140) tests. All the field and laboratory tests will be performed according to ASTM standards, where applicable, or with other established procedures. Results of the field and laboratory data will be used to develop recommendations for the proposed shared use path.

Geotech will develop the proposed SUP cross section based on the latest TxDOT Construction Material Specifications (Sept 2024) and based on estimates of the insitu soil types and strengths provided by Geotech based on geotechnical borings, field investigations, and laboratory testing results.

Geotech will review the geotechnical data report to estimate existing insitu soil strength values in terms of modulus of elasticity and will use these values in combination with the design loads provided by GFI, and the City of El Paso (COEP) to design the SUP cross section. SUP designs will assume TxDOT material strengths and standards based on the latest TxDOT Pavement Design Manual and the El Paso District Standard Operating Procedures (SOP).

A geotechnical report of our study will be prepared by a licensed professional engineer specializing in soil mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in our report:

- Boring logs and test data,
- Groundwater conditions,
- Generalized subsurface conditions,

- Assumed modulus of elasticity values for the individual soils along the alignment
- Summary of design loads provided by GFI
- Draft SUP design thicknesses, standard materials and details based on TxDOT standards or City of El Paso standards
- Subgrade preparation and general earthwork recommendations.

E. Social, Economic and Environmental Studies

1. Environmental Documentation. Each environmental service provided shall have a deliverable. Deliverables shall summarize the methods used for the environmental services and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide a satisfactory basis for thorough review by the City, TxDOT, and (where applicable) agencies with regulatory oversight. All deliverables must meet regulatory requirements for legal sufficiency and adhere to the requirements for reports enumerated in TxDOT's National Environmental Policy Act of 1969 (NEPA) Memorandum of Understanding (MOU).
 - 1.1. Quality Assurance/Quality Control Review. For each deliverable, perform quality assurance quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:
 - 1.1.1. Current Environmental Compliance Toolkit guidance, documentation requirements, and templates published by TxDOT's Environmental Affairs Division (ENV) and in effect as of the date of receipt of the documents or documentation to be reviewed.
 - 1.1.2. Current state and federal laws, regulations, policies, guidance, agreements, and memoranda of understanding between TxDOT and other state or federal agencies; and
 - 1.1.3. Guidelines contained in *Improving the Quality of Environmental Documents, A Report of the Joint AASHTO/ACEC Committee in Cooperation with the Federal Highway Administration* (May 2006) for readability and use of evidence and data in documents to support conclusions.
 - 1.1.4. Provide documentation that the QA/QC reviews were performed by qualified staff.
 - 1.2. Maintain the project environmental record in TxDOT's Environmental Compliance Oversight System (ECOS), including project review, completing the work development plan (WPD) screens, uploading documents, and completing activities as assigned.
 - 1.3. Deliverables shall contain all data acquired during the environmental service and be

written to be understood by the public in accordance with TxDOT's Environmental Toolkit guidance, documentation standards, and current guidelines, policies, and procedures.

- 1.4. Electronic versions of each deliverable must be written in software which is compatible to the City and must be provided in a changeable format for future use by CID. Supplement all hard copy deliverables with electronic copies in searchable Adobe Acrobat™ (.pdf) format unless another format is specified. Each deliverable shall be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable. Deliver the electronic files by email or through the ftp site.
- 1.5. Submission of Deliverables
 - 1.5.1. Deliverables shall consist of documentation to support a categorical exclusion (CE) determination. Technical reports and documentation must be prepared to support the applicable environmental classification (i.e., CE).
 - 1.5.2. All deliverables must comply with all applicable state and federal environmental laws, regulations and procedures, and TxDOT's Environmental Compliance Toolkits, documentation requirements, and templates.
 - 1.5.3. On the cover page of each technical report prepared under the authority granted by this MOU, and for any memorandum corresponding to any CE determination it makes, the Engineer shall insert the following language in a way that is conspicuous to the reader or include it in a CE project record: "The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried - out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9, 2019, and executed by FHWA and TxDOT."
- 1.6. The City and TxDOT shall provide comments on draft deliverables to the Engineer. The Engineer shall revise the deliverables to:
 - 1.6.1 Include any City or TxDOT commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, or Section 106) required for the Project.
 - 1.6.2 Incorporate the results of public involvement and agency coordination.
 - 1.6.3 Reflect mitigation measures resulting from comments received or changes in the Project.
 - 1.6.4 Include with the revised document a comment response form (matrix) in the format provided by the City or TxDOT.
- 1.7. All photographs shall be 3.5" x 5" color presentation printed on matte finish photographic paper or 3.5" x 5" color presentation printed on matte white, premium or photo quality laser or inkjet paper. All photographs shall be well focused and clearly depict details relevant to an evaluation of the project area. Provision of photographs shall be one original print of each image or electronic presentations of comparable quality. Comparable quality electronic photograph presentations shall be at least 1200 x 1600-pixel resolution. Photographs shall be attached to separately labeled pages that clearly identify project name; project identification (ID) number; address or Universal Transverse Mercator (UTM) of resource; description of the picture and direction of the photographic view. In addition to the hard-copy prints, an electronic version of each will

be submitted with the same identification information as the hard-copy.

1.8. Minimum Deliverables:

- Work Plan Development (WPD) Screens I & II
- Other Project-Related Information (project location map, environmental constraints map, photographic log, existing and proposed typical sections)

2. Technical Reports and Documentation

2.1. Definition of technical report and documentation for environmental services: a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision.

2.2. The City and TxDOT may determine what technical reports and documentation are necessary for the Project. All technical reports and documentation will be prepared with sufficient detail and clarity to support environmental determinations. All technical reports shall comply with TxDOT's Environmental Compliance Toolkits, documentation requirements, and templates.

2.3. Environmental technical reports and documentation must include appropriate NEPA or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports and forms must use templates and documentation standards as applicable and include sufficient information to determine the significance of impacts.

2.4. Minimum Deliverables:

- Draft technical analyses and documentation
- Final technical analyses and documentation

2.5. The environmental technical analyses and documentation anticipated to be required for the Project include:

2.6.1 Biological/Natural Resources Management Analysis and Documentation. Environmental documentation shall be prepared, and field surveys conducted to provide analysis of biological natural resources for compliance with state and federal regulations as described in TxDOT's Environmental Guide 2: Volume 2 Activity Instructions, and the associated forms, templates, and guidance found in TxDOT's Natural Resources Toolkit. The following biological/natural resources analysis shall be provided:

2.6.1.1 Species Analysis Form

3 Species Analysis Spreadsheet

3.6.1 Water Resources Analysis and Documentation. Environmental documentation shall be prepared and field surveys will be conducted to provide analysis of water resources for compliance with state and federal regulations as described in TxDOT's Environmental Guide: Volume 2 Activity Instructions, and the associated forms, templates, and guidance found in TxDOT's Water Resources section of the Natural Resources Toolkit. The following water analysis shall be provided:

3.6.1.1 Surface Water Analysis Form, including the analysis of:

- 3.6.1.1.1 Section 404 of the Clean Water Act
- 3.6.1.1.2 Section 303(d) of the Clean Water Act
- 3.6.1.1.3 General Bridge Act/Section 9 of the Rivers and Harbors Act
- 3.6.1.1.4 Section 10 of the Rivers and Harbors Act

- 3.6.1.1.5 Section 401 of the Clean Water Act
- 3.6.1.1.6 Executive Order 11990, Protection of Wetlands

3.6.2 Historic Resource Identification, Evaluation, and Documentation Services. The Engineer shall provide historic resource identification, evaluation, and documentation services. In compliance with TxDOT's Environmental Compliance Toolkits, the Engineer shall provide the following historic resource services/deliverables:

3.6.2.1 Historic Resources PCR

3.6.3 Archeological Documentation Services. The Engineer shall provide archeological studies and documentation. All archeological studies must be sufficient to satisfy the current TxDOT Archeological Sites and Cemeteries Toolkit. An archeological background study must be performed prior to field work. The Engineer shall provide archeological resource identification, evaluation, and documentation services. In compliance with TxDOT's Environmental Compliance Toolkits, the Engineer shall provide the following archeological services/deliverables:

3.6.3.1 Archeological Background Study

3.6.4 Section 4(f) Analysis. The Engineer shall prepare a Section 4(f) Analysis in accordance with 23 CFR 774, TxDOT's Environmental Guide: Volume 2 Activity Instructions, and the associated templates and guidance provided in TxDOT's Environmental Compliance Toolkits. The analysis shall evaluate potential uses of Section 4(f) resources, including publicly owned parks, recreation areas, and schools.

For this project, a Section 4(f) Exception is anticipated due to the proximity of the proposed shared-use path to Thomas Manor Elementary School and Riverside Park. The proposed improvements are expected to preserve or enhance access to these recreational resources and, therefore, qualify for an exception under 23 CFR 774.13. The Engineer shall coordinate with the City's Parks Department and other applicable officials with jurisdiction to confirm applicability of the exception and to document concurrence. Deliverables shall include:

3.6.4.1 Section 4(f) Analysis

3.6.4.2 Section 4(f) Exception Checklist

3.6.5 Initial Site Assessment (ISA) with Hazardous Materials Project Impact Evaluation Report. The Engineer shall provide an ISA with Hazardous Materials Project Impact Evaluation Report for the Project in accordance with the Statement of Work for Hazardous Materials Processes related to NEPA in TxDOT's Hazardous Materials Management Toolkit.

3. Agency Coordination and Public Involvement

3.1. The Engineer shall prepare a Notice and Opportunity to Comment as needed. The Engineer shall prepare schematic exhibits, constraints maps, and other necessary

exhibits, and assist the City and TxDOT with all NOC materials.

- 3.2. For all public involvement activities, the Engineer shall prepare the adjacent property owner list and mail out and pay for notices.

F. Stakeholder Coordination

1. The Engineer will be responsible for implementing stakeholder involvement. Services will include identifying stakeholders affected by the project and coordination of meetings to establish a proactive involvement process during the project development. The stakeholder involvement activities sought under this scope of services, include, but are not limited to the following:
 - 1.1. Organize and implement meeting logistics.
 - 1.2. Identify stakeholders and develop mailing list database.
 - 1.3. Facilitate up to two (2) meetings.
 - 1.4. Prepare and distribute involvement material.
 - 1.5. Prepare exhibits/displays for Meetings.
 - 1.6. Prepare exhibits for and attend on-line meetings with the Public as requested by the State of City of El Paso
 - 1.7. Prepare Meeting Summary, including a response to comments received.

Deliverables

- Stakeholder Mailing List Database
- Meeting Material
- Meeting Summary

G. Pre-Design (30%) Phase

For the purpose of this scope of services, a proposed typical section of a six-lane divided section in 120-foot ROW will be used. The Engineer will develop the Pre-Design Report and include a DCC meeting with TXDOT.

1. Data Collection
 - 1.1. Photographic Record
 - 1.1.1. Collect relevant data along the corridor.
 - 1.1.2. Document any Landmarks along Existing Corridor.
 - 1.1.3. Prepare Digital Photos and Aerial Imaging.
 - 1.2. Collect Utility/ROW Data
 - 1.2.1. Acquire all Existing Above and Below Ground Utility Plans and Documents.
 - 1.2.2. Acquire Listing of Utility Companies to be contacted and other pertinent information.
 - 1.3. Traffic and Transportation Data
2. Provide design criteria to be used in the design of the Project for approval by CID. Preliminary Design criteria shall include, but not limited to, the following roadway elements: facility type, design speed, horizontal criteria, stopping sight distance, maximum curvature, vertical criteria, minimum and maximum gradient, K-values, and vertical clearances, cross section criteria, lane widths, bike lanes, pavement cross slope and maximum side slopes, intersection horizontal and vertical criteria including corner radii, and design vehicle turning movements.
3. Develop roadway design elements of the Project, including preliminary horizontal and vertical geometric layouts, crossroads, proposed drainage structures and construction sequencing

- plan narrative and typical sections.
4. Prepare Right of Entry documents for property access.
 5. Prepare and deliver a Pre-Design Analysis that will include the following:
 - 5.1. Evaluate existing ROW and expected ROW acquisition if any
 - 5.2. Evaluate street alignment, with or without roundabout
 - 5.3. Develop typical sections, include typical details for retaining wall
 - 5.4. Pavement design based on geotechnical recommendation
 - 5.5. Identify possible conflicts with proposed improvements, grade differentials, and driveways.
 - 5.6. Provide construction schedule estimate of proposed improvements
 - 5.7. Evaluate bicycle and pedestrian improvements
 6. Preliminary Design, shall show:
 - 6.1. Coversheet
 - 6.2. Preliminary Plan for SUP
 - 6.3. Preliminary Drainage Plan
 7. Other Items to support the engineering design effort, Typical Non-Standard details such as Stem Walls, Turn Downs, Retaining Walls, Etc.
 - 7.1. Develop Preliminary Engineer's Opinion of Probable Costs to include construction and contingencies.
 - 7.2. Conceptual schematic landscaping to include services mostly within center medians, parkways, and major intersections. Special design considerations regarding vehicular visibility will be observed at intersections, driveways, and medians
 - 7.3. Perform a preliminary review for ADA compliance.

Deliverables

- Preliminary Design Plans (30%)
- Preliminary Report
- Preliminary Opinion of Probable Construction Cost

H. Drainage

1. Perform a minor drainage study of the project watershed. Determine the drainage requirements for the project.
 - 1.1. The study will consider the location of stormwater discharge points along the project.
 - 1.2. The study will identify any right of way requirements for locating and constructing drainage appurtenances required for the project.
2. Coordinate with the City of El Paso for drainage systems requirements for proposed improvements.
3. Drain design will be performed using Open Roads Storm Cad. Design services will include the following:
 - 3.1. Prepare watershed area maps.
 - 3.2. Prepare plan and profile sheets for storm drain systems, as necessary.
 - 3.3. Select standard details from City of El Paso or TXDOT list of standards for items such as

- inlets, manholes, junction boxes, etc.
 - 3.4. Prepare details for non-standard inlets, manholes and junction boxes.
 - 3.5. Identify pipe strength requirements.
 - 3.6. Prepare drainage facility quantity summaries.
 - 3.7. Identify potential utility conflicts and design around them, wherever possible, fire lines, standpipes, etc. Coordinate relocation of privately own utility items and incorporate into design if necessary.
 - 3.8. Take into consideration drainage impacts to pedestrian facilities, utilities, driveways, etc.
- 4. Hydraulics**
- 4.1. Request any previous studies performed for the existing channels through the City of El Paso or Federal Emergency Management Agency. Review and evaluate the effective flood zone conditions.
 - 4.2. Pre-Project Conditions
 - 4.2.1. Review hydrologic studies for the area for the delineation of the existing watershed contributions to the channels, pre-project.
 - 4.3. Post Project Conditions
 - 4.3.1. Delineate hydrologic conditions for the post project conditions.
 - 4.4. Develop a technical memorandum with the findings and recommendations.
 - 4.5. Meet with the City of El Paso Floodplain Coordinator to review and discuss the summary of findings.

Deliverables

- Three copies of the Drainage Report

I. TRAFFIC CONTROL PLAN, DETOURS, AND SEQUENCE OF CONSTRUCTION.

The Engineer shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. A detailed TCP must be developed in accordance with the latest edition of the *TMUTCD*. TCP layout and typical sections shall be developed in the plans for the described work. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall interface and coordinate phases of work, as required with Engineers on adjacent projects.

The Engineer shall:

- A. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (ex. regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel) to be used to handle vehicular traffic and pedestrian traffic during each construction sequence including proposed traffic control devices for any detours as required throughout the construction phasing. Describe the type of work to be performed for each phase of the sequence of construction and any special instructions (e.g. storm drain, culverts, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, and utilities) that the contractor should be made aware of, including limits of construction, obliteration, and shifting or detouring of traffic required prior to beginning the subsequent phase.
- B. Coordinate with the State in scheduling a Traffic Control Workshop and submittal of the TCP for

approval by the Traffic Control Approval Team (TCAT). Assist the State in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists, and neighborhoods.

- C. Develop TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. Notify the State in the event existing access must be eliminated and receive approval from the State prior to elimination of any existing access.
- D. Prepare each TCP phase in coordination with the State and City of El Paso. The TCP must include interim signing handling vehicular traffic and pedestrian traffic for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
- E. Engineer shall complete Form 2229- Significant Project procedures and Page 4 of Form 1002 regarding Accelerated Construction Procedures.
- F. Interface and coordinate phases of work, including the TCP, with the engineers that are responsible for the preparation of the PS&E for adjacent projects.

J. UTILITY COORDINATION (UC).

Utility Adjustment Coordination includes communicating, coordinating, and conducting meetings with any one, combination, or all of the following: individual utility companies, Local and state Agencies, design engineer, maintenance staff, and all other stakeholders.

The Utility Coordinator must perform utility coordination and liaison activities with involved utility owners, their consultants, and City and local government to achieve timely project notifications. In conjunction with formal coordination meetings, the Utility Coordinator must create meeting minutes, create and update the utility conflict matrix, create action item log, perform document control, and assist with conflict analysis and resolution.

1. The Utility Coordinator must coordinate utility related activities with the City, or its designee, to facilitate the orderly progress and timely completion of the City's design phase. The Utility Coordinator is responsible for the following:
 - a) Work Plan. Coordinate a work plan including a list of the proposed meetings and coordination activities, related tasks to be performed, schedule and an estimate for the anticipated impacted utility facilities. The work plan must satisfy the requirements of the project and must be approved by The City prior to commencing work.
 - b) External Communications. The Utility Coordinator must coordinate all activities with the City, its contractors, representatives, and stakeholders, as authorized by the City. The Utility Coordinator must provide the City with copies of diaries, correspondence, and other documentation of work-related communications

between the Utility Coordinator, utility owners, and other outside entities at submittal milestones and upon request.

2. The Utility Coordinator must advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area by distributing the Subsurface Utility Engineering (SUE) plan sheets or project layout sheets.
3. The Utility Coordinator must provide the City and all affected utility companies and owners with a contact list, Utility Conflict Matrix (UCM) and utility layout for each project with information such as: (a) owner's name; (b) contact person; (c) telephone numbers; (d) e-mail addresses; (e) pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information that readily identifies the utilities companies' facilities. The Engineer is responsible for updating the UCM and utility conflict layout throughout the project and at each milestone.
4. Conduct Utility Coordination Meetings
 - a) As required, to facilitate utility conflict identification and resolution, the Engineer shall:
 - i. Establish contact with all existing utilities within and adjacent to the project limits and set up utility coordination meetings to discuss concepts and options for construction.
 - ii. Schedule all utility coordination meetings and ensure compatibility with the schedule of the City.
 - iii. Set agenda for all coordination meetings as directed by the City.
 - iv. Initial Project Meeting following the project notifications: Attend an initial meeting to ensure familiarity with existing conditions and project requirements and prepare a written report of the meeting.
5. Review of Utility's Proposed Adjustments
 - a) Review estimates and schedules: The Utility Engineer must, with the assistance of the TxDOT district, review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

6. The Engineer shall not provide services under this contract that are for the sole benefit of a party or parties other than the City. The Engineer shall not invoice The City for any such services.

UTILITY ENGINEERING – UTILITY CONFLICT ANALYSIS (UCA)

Utility Engineering includes the identification of utility conflicts, coordination, compliance with the UAR, and resolution of utility conflicts. The Engineer shall coordinate all activities with the City, or the City's designee, to facilitate the orderly progress and timely completion of the City's design phase.

G. Coordination of Engineering Activities

1. Utility Conflict Analysis:

- a) Identify potential conflicts using the AMA process, the design, and SUE.

- i. The Utility Engineer must prepare meeting minutes.

PROJECT DELIVERABLES

H. Utility Conflict matrix.

I. Documentation of project meetings (including regularly scheduled and as-needed meetings).

J. Documentation of external communications and management of communications.

SUBSURFACE UTILITY ENGINEERING (SUE)

A. The project limits for SUE for the Playa Drain SUP project are:

- Midway Dr – From Mimosa Dr to Alameda Ave for approx.0.53 mile.
- Knights Dr – From Midway Dr to Playa Intercontinental Drain for approx.0.91 mile.
- Mimosa Ave – From Midway Dr to Vocational Dr for approx.0.18 mile.

Level C & Level D will be included in scope of work for this project. *Level A and Level B SUE Services will be provided through the development of the project as needed and as requested by the City and paid by a supplemental as additional services.*

1. Subsurface Utility Engineering (SUE)

1.1. SUE level A – Also known as “locating”, this quality level provides precise three-dimensional (x, y, z) location and characterization information (size, material, condition, etc.) at critical locations. Non-destructive vacuum excavation equipment is used to expose the utility at specific points which are then tied to appropriate survey control. *(Level A SUE Services will be provided through the development of the project as needed and as requested by the City and paid by supplemental as additional services.)*

1.2. SUE Level B – Also known as “designating”, this quality level provides the two-dimensional (x, y) position of subsurface utilities within approximately one-foot. The application and

interpretation of non-destructive surface geophysical methods are used to record and mark the location of utilities on the surface which are then tied to appropriate survey control. *(Level B SUE Services will be provided through the development of the project as needed and as requested by the City and paid by supplemental as additional services.)*

- 1.3. SUE Level C – Also known as “surface visible feature survey”, QL “D” information is correlated with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, poles, etc.).
- 1.4. SUE Level D – Also known as “records research”, this quality level provides information derived from existing records or oral recollections. Utilities are mapped from an interpretation of the available records.

2. Utility Coordination

- 2.1. Develop Listing of Utility Companies with Contact Information
- 2.2. Conduct utility coordination meeting to review record drawings and proposed improvements with affected utility owners individually at each phase submittal.
- 2.3. Coordinate with utility companies to develop relocation plans.
- 2.4. Prepare and issue Minutes for each Meeting.
- 2.5. Develop a Utility conflict Maric (UCM) to track Utility Issues and Proposed Resolutions.
- 2.6. Review Relocation Plans and Incorporate into UCM.

B. Standard of Care

Consultant will provide all SUE services to the prevailing standard of care applicable to the standard guidelines of ASCE C-1 38-22 circular for “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data”.

C. Data Management

Consultant will analyze and correlate all the SUE field-collected information with Plan Sheets provided for ensuring continuity of the information collected.

D. The Project Deliverables will consist of the following:

- CAD file with the SUE QL-D data.
- CAD file with the SUE QL-B data.(As Needed)
- CAD file with the SUE QL-A data ; Formal SUE QL-A Test Hole Report (As Needed)
- Develop Utility Layout
- Utility Contact List.

K. Plans, Specifications and Estimates (PS&E)

1. General design
 - a. Develop cover sheet and index sheet.
 - b. Develop project general notes.
 - c. Develop summary sheets.

- d. Develop project layout and typical sections.
- 2. Traffic Control**
 - a. Develop Spec requiring contractor to develop Traffic Control, TCP for construction of Shared Use Path utilizing TxDOT Traffic Control Standards
 - b. Develop Phasing Plan, and detailed Phasing Plan showing access to Businesses
- 3. Demolition Plans**
 - a. Develop demolition plans for items to be removed or preserved during construction.
 - b. Special notice of care to retaining walls
- 4. Roadway Design**
 - 4.1. Develop vertical and horizontal control
 - 4.2. Develop horizontal layouts to include Temporary Construction Licenses (TCL) for work on private property. TCL shall consist of application and exhibit, with no additional survey work.
 - 4.3. Develop roadway plan and profile sheets for proposed Shared Use Path
 - Knights Dr. from Playa Drain to Midway Dr.
 - Midway Dr. from SH20/Alameda to Mimosa Ave
 - Mimosa Ave from Midway Dr. to Vocational Dr.
 - 4.4. Develop intersection layout plans.
 - 4.5. Detail design elements throughout project including driveway access, bicycle and pedestrian facilities, and miscellaneous details.
 - a. Driveway access at existing facilities.
 - b. Bicycle and pedestrian facilities as per City of El Paso Bike Plan.
 - c. Transitions/modifications to existing cross streets.
- 5. Traffic**
 - a. Follow the Texas Manual on Uniform Traffic Control Devices and maintaining agency standards.
 - b. Develop striping and signage layout plans.
 - c. Develop summary of small signs and details.
- 6. Illumination**
 - a. Pedestrian illumination plans showing types and locations of light poles, ground boxes, electrical service and conduit.
 - b. Identify electrical service location with El Paso Electric Company.
 - c. Develop general notes, lighting plan sheets, and sheets consisting of the luminaire and conductor/conduit schedule.
 - d. Pedestrian illumination plans showing types and locations of light poles, ground boxes, electrical service and conduit.
 - e. Tabulate lighting quantities and provide summary sheets.
- 6. Erosion and Sediment Control**
 - a. Develop EPIC sheet.

- b. Prepare Storm Water Pollution Prevention Plan (SW3P) Narrative.
 - c. Prepare SW3P Plans.
- 7. Construction Schedule and Contract Time Determination**
- a. Engineer shall prepare a detailed construction sequence and contract time determination to determine time required for construction of the project in calendar and working days (based on State standard definition of calendar and working days at 95% and Final PS&E milestones. The schedule will include tasks, subtasks, critical dates, milestones, deliverables requirements in a format which depicts the interdependence of the various items and review packages. The Engineer shall provide assistance to the State in interpreting the schedule.
 - b. The Engineer shall meet with the City of El Paso Project Manager and Construction Manager to finalize the schedule after pre-final and final plans are submitted and before Final Design submittal. The Schedule shall account for lead delivery time of materials and equipment.
- 8. Final assembly of PS&E Package and supporting documents**
- a. Complete final construction plans
 - b. List of Governing Specifications (Special Specifications and Special Provisions as needed)
 - c. Develop Opinion of Probable Construction Costs
 - d. Required TxDOT Submittal Forms (1002, 2229, EEPCCPC, LDs, Certifications, Stage Gate Form, 2443,
 - e. Develop construction Contract Time Determination
 - f. Develop bid document package
 - g. Certifications (ROW, Encroachments, RR, Displacement, Utilities)
 - h. Address Review Comments
- 9. ADA compliance Services**
- a. The engineer will perform plan review and inspections for ADA, T.A.S, and Texas Department of Licensing and Regulation requirements.
- 10. Submit design documents at project milestones (60, 90, 100 and Final) to all entities with jurisdiction over approval of the project. Coordinate reviews, gather/ address comments received from those entities.**

Deliverables

- 60, 90, 100 and Final Submittals: The Engineer will submit electronic (pdf) files
- QC redlines with each submittal
- Final approved design exceptions/waivers
- TxDOT Forms required per EL Paso District Project development standards
- Final opinion of probable construction cost
- Contract Time Determination
- Final signed and sealed construction plans
- Bid document package

L. Landscape and Irrigation Design Plans

The design development for the project will follow a customary approach to swiftly work with a Pre-Design Report Phase and move into Preliminary Design Development (60%), followed by a Pre-Final Design (90%) phase and continuing through Final Construction (100%) documentation. We anticipate meetings to discuss possible redlines and have also included time for coordination with the City of El Paso Capital Improvements Department and Streets Department. Final construction documents will be signed and sealed plans, with pertinent notes and details, and meet minimum El Paso Streets requirements. The Improvement tasks for planting and irrigation plans for Playa Drain Shared Use Path project shall take place as follows:

Based on the Scope provided, the Landscaping scope and fees are based upon the following assumptions:

- Survey files, base mapping and other CAD documents will be provided to Sites Southwest in AutoCAD, Civil 3D or other compatible format, and will include all necessary topographic, boundary, and utility information for our work.
- The project limits include the Playa Drain between Yarbrough Drive and Midway Drive. All needs of the maintenance for the Drain will be respected in the design. We are also assuming that the limits will be as you outlined in the plan markup that you sent to us.
- Irrigation design will be based on available municipal water service at reasonable design pressures. Tie-in/Point of Connection (POC) information will be provided by the civil engineer. No additional metering will be included in our plans.
- Design shall meet all City, Federal, and TxDOT requirements for the project.

1. Landscape and Irrigation Plans | Signage Plans

Plans will include a plant and material list, planting and material layouts, a master irrigation concept, as well as notes, sketches, and other drawings to help convey the approach. This plan will be for City of El Paso review. Development of that plan will meet all the requirements for site landscaping. Following approval of the 60% landscape, irrigation, and signage plans, we will move to the formulation of 95% plans and final construction documentation (100% plans). These drawings will include planting plans, construction plans (mulches, edgers, etc...), site furnishing, irrigation plans, necessary sheet specifications, details, and other pertinent notes. The irrigation system will be connected to and coordinated with El Paso Water. Note we did not include developing a specifications manual. These documents will include enough detail to facilitate contractor bidding. We have also included the development of cost estimates in each phase of design. Note that if the number of plan submittals increases due to circumstances beyond our control, we may request additional services compensation for the additional plan submittals. We have planned for meetings during design but have included that work below in:

2. Meetings and Coordination.

Deliverables

- Conceptual Cost Estimate
- Landscape Design Narrative

- Irrigation Design Narrative
- Street Conceptual Renderings (3 Concepts)
- Conceptual Cost Estimate

M. Bid Phase Services

1. Bid Development
 - 1.1. Assist CID in preparing for Bids.
 - 1.2. Prepare any addenda to drawings or specifications.
 - 1.3. Attend the Pre-Bid Conference.
 - 1.4. Assist CID in responding to Contractor Questions.
2. Bid Award
 - 2.1 Assist CID in evaluating bids received.
 - 2.2 Provide letter recommendation for award.

N. Construction Phase Services

1. Construction Administration Services
 - 1.1. Provide general administration through the construction phase.
 - 1.2. Maintain the table of utility conflicts and relocation status.
 - 1.3. Review Submittals and Request for Information in a timely manner.
 - 1.4. Advise CID on construction related issues as they pertain to the design.
 - 1.5. Perform periodic site visits, as requested by CID.
 - 1.6. Participate in the final inspection and assist in preparing punch list.
 - 1.7. Furnish Record Drawings from Contractor Red Lines.
2. Resident Project Representative Services
 - 2.1. Not Part of this Scope.
3. Landscape & Irrigation:
 - 3.1. Eighteen (18) on Site Meetings as requested
 - 3.2. Construction Observation Reports (18)
 - 3.3. Substantial Completion Walk-through and Punch-List Preparation
 - 3.4. Back Check Walk-through and Punch-List Preparation
 - 3.5. Record Drawings
4. Provide Procore Construction Management System
 - 4.1. Establishing the project directory
 - 4.2. Uploading plans
 - 4.3. Setting up bid items for daily work quantification by the City
 - 4.4. Assisting the City in Procore management
 - 4.5. Contracting Procore

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

Contract with City of El Paso
 Sol. No.: #2025-0608R
 Project: AE Services - Playa Drain Shared Use Path Project
 Project Limits: Knight Dr. : Plaza Drain to Midway Dr.
 Midway Dr. : Mimosa Dr. Ave to SH 20 (Alameda)
 Mimosa Dr. : Midway Ave to Vocational Dr.

Fee Proposal No. 3						PLAYA DRAIN SUP SCHEDULE OF PAYMENT												
Project Team	Task	Total Labor Fee	Direct Expenses	Total Fee	%	DESIGN										BID PHASE	CONSTRUCTION PHASE	TOTAL
						%	PRELIMINARY DESIGN	%	60% DESIGN	%	90% DESIGN	%	100% DESIGN					
PRIME: GFT Infrastructure, Inc.	Project Design	\$342,515.12	\$4,590.00	\$347,105.12	61.17%	14%	\$ 47,914.10	35%	\$ 120,390.10	20%	\$ 69,475.30	14%	\$ 49,100.55	\$ 6,861.44	\$ 53,363.06	\$ 347,104.54		
	Environmental Tasks	\$19,749.29		\$19,749.29		50%	\$9,874.65	50%	\$9,874.65							\$ 19,749.29		
Cobb, Fendley & Associates, Inc.(COB)	Surveying	\$61,629.49	\$0.00	\$61,629.49	10.28%	100%	\$61,629.49									\$ 61,629.49		
DCCM (Binkley Barfield)	Subsurface Utility Engineering, Utility Coordination & TCP	\$96,013.96	\$225.00	\$96,238.96	16.05%	30%	\$ 28,871.69	30%	\$28,871.69	30%	\$28,871.69	10%	\$9,623.89			\$ 96,238.96		
Poznecki-Camarillo, Inc.	Environmental Permitting and Clearance	\$16,243.04	\$0.00	\$16,243.04	2.71%	60%	\$9,745.82	40%	\$6,497.22							\$ 16,243.04		
HVJ & Associates	Geotechnical Engineering	\$12,739.16	\$11,592.90	\$24,332.06	4.06%	100%	\$24,332.06									\$ 24,332.06		
Sites Southwest	Landscape Architecture & Irrigation Design	\$34,170.00	\$300.00	\$34,470.00	5.75%	12%	\$4,170.00	31%	\$10,615.00	23%	\$ 8,085.00	19%	\$ 6,435.00	\$ 1,020.00	\$ 4,145.00	\$ 34,470.00		
Total Project Fee				\$599,767.96	100.00%	31%	\$186,537.81	29%	\$176,248.65	18%	\$106,431.99	11%	\$65,159.44	\$7,881.44	\$57,508.06	\$599,767.96		

PRIME: GFT Infrastructure, Inc.

Contract with City of El Paso

Sol. No.: #2025-0608R

Project: AE Services - Playa Drain Shared Use Path Project

Project Limits: Knight Dr. : Plana Drain to Midway Dr.

Midway Dr.: Mimosa Dr. Ave to SH 20 (Alameda)

Mimosa Dr. : Midway Ave to Vocational Dr.

Fee Proposal No. 3

Fee Proposal No. 3				
Project Team	Task	Total Labor Fee	Direct Expenses	Total Fee
PRIME: GFT Infrastructure, Inc.	Project Design	\$342,515.12	\$4,590.00	\$347,105.12
	Environmental Tasks	\$19,749.29		\$19,749.29
Cobb, Fendley & Associates, Inc.(COB)	Surveying	\$61,629.49	\$0.00	\$61,629.49
DCCM (Binkley Barfield)	Subsurface Utility Engineering & Utility Coordination	\$96,013.96	\$225.00	\$96,238.96
Poznecki-Camarillo, Inc.	Environmental Permitting and Clearance	\$16,243.04	\$0.00	\$16,243.04
HVJ & Associates	Geotechnical Engineering	\$12,739.16	\$11,592.90	\$24,332.06
Sites Southwest	Landscape Architecture & Irrigation Design	\$34,170.00	\$300.00	\$34,470.00
Total Project Fee				\$599,767.96

PRIME: GFT Infrastructure, Inc. Sol. No.: #2025-0608R Project: AE Services - Playa Drain Shared Use Path Project										
Phases / Tasks	Senior Project Manager	Design Engineer	Engineer Associate	Engineer Technician	QA/QC Engineer	Administrative/ Clerical	Drafting Tech 1	Traffic Engineer	Total Hours	Total Cost
LABOR RATE PER HOUR	\$115.00	\$83.00	\$55.00	\$51.00	\$36.20	\$37.00	\$35.00	\$80.00		
GENERAL SCOPE										
A. Project Management										
Program Reporting	2					10			12	\$1,405.00
Program and Support Process	6					10			16	\$1,965.00
Coordination / Administration	6					10			16	\$1,965.00
Subcontract Management	20					10			30	\$2,070.00
Monthly Meetings (Prepare Agenda, Hold meeting & Prepare Minutes)	25					10			35	\$3,345.00
GIS - Coordination Meetings	18			4		10			34	\$1,734.00
TOTAL - Program Management	78	0	0	4	0	60	0	0	148	\$11,164.00
B. Surveying - CobbFendley (see Tasks and Fee provided)										
C. Right of Way Mapping - CobbFendley (see Tasks and Fee provided)										
D. Geotechnical Subsurface Soils Characterization - TRU (see Tasks and Fee provided)										
E. Social, Economic and Environmental Studies - Pomecki (see Tasks and Fee provided)										
F. Stakeholder Coordination										
Planning Phase / Development Pre-Design Report Phase										
Stakeholder Meeting	1			4		6	6		17	\$751.00
Public Meetings	1			4		6	6		17	\$751.00
TOTAL - Stakeholder Coordination	2	0	0	8	0	12	12	0	34	\$1,602.00
G. Pre-Design 30% PS&E Phase - (Planning Phase & Report Development)										
Kick-off Meeting	1	2		2		10			15	\$765.00
Develop Project Schedule		2		2					4	\$276.00
Project Investigation, obtain utility agreements, utility service lines and other permits, Fieldnotes									0	\$0.00
Develop Project Concepts (Coordinate with all Disciplines)		1	2				12		15	\$818.00
Develop Master Plan for Ultimate Project	1	2					12		17	\$921.00
Evaluate existing ROW and proposed ROW acquisition		1	2						3	\$186.00
Evaluate street alignment to individual collection	1	2							3	\$165.00
Evaluate street alignment for future extension to both Loop / Troubridge		1	2		2				5	\$300.00
Design Analysis	1	2		6					7	\$445.00
Develop Right of Way documents for property access		2							2	\$102.00
Develop Proposed Improvements Sketch / Develop typical sections	1	1	2	2			14		20	\$1,115.00
Identify possible utility conflicts		2	2	2					6	\$388.00
Identify possible additional conflicts with proposed improvements		2	2	2					4	\$252.00
Develop preliminary Drainage Plan	1	2		4			12		19	\$915.00
Develop Pedestrian Access Plan		1	2						3	\$165.00
Develop Estimate of Construction Cost	1	2		8					9	\$521.00
Project preparation for presentation of design to the City of El Paso Design Review Committee		1		2					3	\$160.00
QA/QC	1	2		2		24		18	29	\$2,369.80
Final Report	1	2		2					5	\$1,165.00
TOTAL - Pre-Design 30% PS&E Phase	9	28	32	20	24	42	76	0	229	\$12,193.80
H. Illumination										
Existing Conditions & Field Visit										
Alternatives Analysis (Determine and Recommend Preferred Alternative)		1	4				6	6	17	\$988.00
Site Cost Analysis		2	4					4	6	\$400.00
Prepare Technical Memo	1	2	4			2	4	6	19	\$1,055.00
Existing Conditions, Adjacent Illumination Equipment Inventory & Field Visit										
Summary of Quantities		2						6	8	\$656.00
Proposed Illumination Layouts	1	4					6	4	14	\$750.00
Proposed Illumination Layouts		2	2				6	6	13	\$774.00
Voltage Drop Calculations	2	4					4	6	16	\$1,016.00
Prepare Illumination circuit diagrams		2	2				4	3	9	\$280.00
Electrical service data sheets	2	2					4	3	11	\$666.00
Illumination Details, Notes, and Quantities	1	2					4	3	10	\$578.00
Prepare Cost Estimate		2	2					3	7	\$230.00
Traffic Control Plan (Following Standards)		2					8	2	11	\$410.00
Utility Coordination & Mapping									0	\$0.00
Photogrammetry Layouts		2	4				4	6	16	\$1,076.00
Illumination Standards and detail sheets		1	2				7	1	11	\$635.00
Illumination Detail Notes		2	4				4	1	9	\$440.00
Prepare Design Summary's (50%, 90% and RTU)		2	2				6	4	14	\$916.00
QA/QC & Comment Resolution	3	2	4				8	15	15	\$1,221.00
Address 80% and 90% Comments	2	2	2				4	4	8	\$660.00
TOTAL - Illumination	6	20	46	0	0	2	71	4	218	\$13,139.80
I. Traffic Signal Modification (2 Intersections) (Only as needed during Design. Any signal relocations will be performed as additional services)										
Perform Existing Traffic Signal Equipment Inventory & Field Visit										
Summary of Quantities									0	\$0.00
Existing condition and removal layouts									0	\$0.00
Proposed Traffic Signal Equipment Relocation Layouts									0	\$0.00
Traffic signal cabinet schedule details									0	\$0.00
Traffic signal notes and quantities									0	\$0.00
Traffic signal specifications and detail sheets									0	\$0.00
Prepare Cost Estimate									0	\$0.00
Signal Control Notes									0	\$0.00
Prepare Design Summary's (50%, 90% and RTU)									0	\$0.00
QA/QC & Comment Resolution									0	\$0.00
Address 50% and 90% Comments									0	\$0.00
TOTAL - Traffic Signal Modification (2 Intersections)	0	0	0	0	0	0	0	0	0	\$0.00
J. Drainage										
Storm Water Pollution Prevention Plan (90, 95% & 100% Complete)										
Storm Water Pollution Prevention Plan (90, 95% & 100% Complete)	1	6		8			16		31	\$1,611.00
Storm Drain Design (90%, 95% & 100% Complete)	1	4	18	18			14		55	\$2,665.00
Storm Drain Details (90%, 95% & 100% Complete)	1	6	18	22			18		63	\$3,276.00
									0	\$0.00
TOTAL - Drainage	3	16	36	40	0	0	48	0	149	\$7,552.00
K. Plans, Specifications, and Estimates - 60% PS&E										
Notes of Drawing (90% complete)										
Notes of Drawing (90% complete)	1	1		2			8		20	\$885.00
Cover Sheet (75% complete)		2	4	2		2	8		18	\$825.00
Quantity Summary Sheet (90% Complete)	1	1	2				8		12	\$593.00
Horizontal Control Plan (90% complete)		1	6	2			8		17	\$800.00
Horizontal Alignment Plan (90% Complete)	1	2	2				8		13	\$693.00
Demolition Plan (90% complete)		1	4	2			12		19	\$930.00
Construction Notes (90% complete)	1	1	2			2	12		18	\$807.00
Typical Construction Details (90% complete)		1	8	4			14		25	\$1,112.00
Special Construction Details (90% complete)		1	2	4			14		19	\$932.00
Site Layout Plan (90% complete)	1	1	4	2			14		22	\$1,015.00
EPIC Sheet			8	2					10	\$542.00
Develop ID Model		1	28	8					37	\$2,036.00
Sub Plan & Profile Design (90% Complete)	1	1	24	8			30		64	\$2,261.00
Develop Cross-sections		1	22	4			6		33	\$1,712.00
Signing & Pavement Plans Field Visit (90% Complete)		1	4	4			12		21	\$902.00
Proposed Pavement Marking Layouts (90% Complete)	1	1		2			18		20	\$865.00
Schedule Small Signs & Small Sign Details (90% Complete)		1	4	2			16		23	\$910.00

PRIME-GFT Infrastructure, Inc.										
Sol. No.: #2025-0608R										
Project: AE Services - Playa Drain Shared Use Path Project										
Phases / Tasks	Senior Project Manager	Design Engineer	Engineer Associate	Engineer Technician	QA/QC Engineer	Administrative/ Clerical	Drafting Tech 1	Traffic Engineer	Total Hours	Total Cost
LABOR RATE PER HOUR	\$115.00	\$88.00	\$55.00	\$51.00	\$78.20	\$37.00	\$35.00	\$80.00		
N. Construction Phase										
Visit site as needed	1			18					18	\$1,038.00
Attend weekly construction meetings	1	20		20					41	\$2,965.00
Review change order requests	1			18					18	\$1,038.00
Provide a separate independent analysis, provide recommendation to the City	1			12					12	\$727.00
Prepare independent cost estimates on all change orders	1			14					14	\$922.00
Review and approve project submittals and shop drawings	1	10		18					27	\$1,811.00
Provide Revised Plan Sheets as Needed	4			18					20	\$1,180.00
Attend submittal and final completion walk-throughs	3	3		12					20	\$1,210.00
Develop Final Complete As-Built Plan Set	1	14		18					31	\$3,011.00
Set-up Project Control Directory	2			18					18	\$1,484.00
Grant Access to Computer, City Staff and Consultants	2			18					20	\$1,098.00
Unload Construction Plans	2			12					14	\$912.00
Set up bill items for daily work qualification by the City	2			12					14	\$768.00
Attend City Managing project Process, directory	2			18					16	\$916.00
TOTAL - Construction Phase	7	64	0	216	0	0	0	0	287	\$17,101.00
TOTAL HOURS	137	237	338	377	92	138	666	73	1947	\$111,401.40
GRAND TOTAL	137	237	338	377	92	138	666	73	1947	
LABOR RATE PER HOUR	\$115.00	\$88.00	\$55.00	\$51.00	\$78.20	\$37.00	\$35.00	\$80.00		
CL Overhead, Profit	\$47.50	\$28.18	\$18.10	\$14.02	\$28.18	\$11.74	\$11.62	\$25.20		
TOTAL LABOR COST	\$ 41,865.10	\$ 62,868.12	\$ 48,441.90	\$ 49,006.84	\$ 21,277.28	\$ 16,439.12	\$ 41,865.78	\$ 18,629.60	\$ 342,616.12	
GFT DIRECT EXPENSES - Other direct expenses may be applicable based on project needs, a listing of other expenses rates has been provided. The City will be made aware if additional expenses from this estimate are needed.										
ITEM	QTY	UNIT	RATE							
TRAIL	1	\$1,000.00	\$1,000.00							\$1,000.00
Message	5000	60.00	\$55.00							\$275,000.00
Logograph	2	\$150.00	\$300.00							\$300.00
Logographed Tapes - City/State	2	\$45.00	\$90.00							\$90.00
Mobile Overnight Stay Request	2	\$90.00	\$180.00							\$180.00
Air Travel	1	\$950.00	\$950.00							\$950.00
Rental Car (includes breakfast)	2	\$150.00	\$300.00							\$300.00
Photocopy Cost (\$ 0.22 X 11") for Public Meeting	50	\$1.00	\$50.00							\$50.00
Emblems & Boards for Public Meeting	4	\$100.00	\$400.00							\$400.00
TOTAL - DIRECT EXPENSES										\$4,880.00
OWNERS	3%	12%	17%	19%	6%	7%	29%	4%		100.00%
COST	13.09%	18.30%	10.30%	16.09%	6.34%	4.92%	18.10%	5.44%		100.00%

Contract with City of El Paso

Sol. No.: #2025-0608R

Project: AE Services - Playa Drain Shared Use Path Project

Project Limits: Knight Dr. : Plana Drain to Midway Dr.

Direct Labor		2023 - 2025	
Labor/Job Classification		Base Rates	Loaded Rates
Senior Project Manager		\$ 115.00	\$ 347.30
Design Engineer		\$ 88.00	\$ 265.76
Engineer Associate		\$ 55.00	\$ 166.10
Engineer Technician		\$ 51.00	\$ 154.02
Drafting Technician		\$ 50.00	\$ 151.00
QA/QC Engineer		\$ 78.20	\$ 236.16
Administrative/Clerical		\$ 37.00	\$ 111.74
Drafting Technician I		\$ 35.00	\$ 111.65
Traffic Engineer		\$ 80.00	\$ 255.20
			\$ -
			\$ -

DL + Overhead	2.9		
Profit	10.00%		
Multiplier	3.020	\$	3.19

PRIME: GFT Infrastructure, Inc.

Sol. No.: #2025-0608R

Project: AE Services - Playa Drain Shared Use Path Project

OTHER DIRECT EXPENSES RATES			
SERVICES TO BE PROVIDED	UNIT	FIXED COST	MAXIMUM COST
Travel			
Mileage	mile	Current State Rate	
Lodging/Hotel - Taxes and Fees	day/person		\$45.00
Lodging/Hotel (Taxes/fees not included)	day/person		Current State Rate
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person		Current State Rate
Air Travel - In State	Rd Trip/person		\$950.00
Parking	day		\$30.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$100.00
Rental Car Fuel	gallon		\$5.00
Taxi/Cab fare (Includes Rideshare)	each/person		\$40.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$185.00
Other Project Direct Expenses			
TDLR	each	\$1,825.00	\$1,825.00
CDs	each	\$2.00	
USB Flashdrive (up to 32 GB)	each	\$10.00	
External Hard Drive	each	\$150.00	
Standard Postage	letter	Current Postal Rate	
Cardstock Color (8 1/2" x 11")	each	\$1.00	
Photocopies B/W (11" X 17")	each	\$0.25	
Photocopies B/W (8 1/2" X 11")	each	\$0.15	
Photocopies Color (11" X 17")	each	\$1.25	
Photocopies Color (8 1/2" X 11")	each	\$1.00	
Plots (B/W on Bond)	per sq. ft.	\$1.00	
Plots (Color on Bond)	per sq. ft.	\$1.75	
Plots (Color on Photographic Paper)	per sq. ft.	\$5.00	
Report Binding and tabbing	each	\$10.00	
Certified Letter Return Receipt	each		Current Postal Rate
Overnight Mail - letter size	each		Current Postal Rate
Overnight Mail - oversized box	each		\$100.00
Materials and Shipping	per package		\$100.00
Courier Services	each		\$45.00
4" X 6" Digital Color Print	picture		\$0.50
Brochure Printing	each		\$3.00
Report Printing	each		\$80.00
Flyer Printing (various sizes BW or color)	each		\$1.00
Postcard Printing	each		\$0.75
Digital Ortho Plotting	sheet		\$3.00
Color Graphics on Foam Board	square foot		\$20.00
Presentation Boards 30" X 40" Color Mounted	each		\$100.00
Presentation Boards 48" X 60" Color Mounted	each		\$175.00

PRIME: GFT Infrastructure, Inc. Sol. No.: #2025-0608R Project: AE Services - Playa Drain Shared Use Path Project							
E. Social, Economic and Environmental Studies - Poznecki (see Tasks and Fee provided)							
Phases / Tasks	Env. Spec. II	Sr. Archeologist	Proj. Cultural Resources Specialist	Archeologist/Historian	Env. P/Project Manager	Total Hours	Total Cost
LABOR RATE PER HOUR	\$11.00	\$62.00	\$73.60	\$55.20	\$73.60		
E. Social, Economic and Environmental Studies - Internal GFT Environmental							
Environmental Documentation						0	\$0.00
Field Data Collection	18					18	\$1,980.00
Species Analysis Consultation	18				2	18	\$1,122.00
PCS for Historic Studies		2	4	12		18	\$1,980.00
Archeological Background Studies		40	4	2		46	\$2,854.80
						0	\$0.00
GRAND TOTAL	34	42	9	14	2	100	\$ 6,166.80
LABOR RATE PER HOUR	\$11.00	\$62.00	\$73.60	\$55.20	\$73.60		
Cl. Overhead Profit	\$104.50	\$197.70	\$234.78	\$177.60	\$254.70		
TOTAL LABOR COST	\$ 6,616.00	\$ 8,306.70	\$ 1,878.27	\$ 2,479.83	\$ 489.67		\$ 19,749.29
MAN-HOURS	34%	42%	9%	14%	2%		100.00%
COST	33.50%	42.05%	9.51%	12.55%	2.39%		100.00%

City of El Paso - Capital Improvement Department
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project
GFT ENVIRONMENTAL SECTION
Negotiated rates/ Matrix

Direct Labor			
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Environmental Specialist I	0-5 years	\$55.50	\$177.05
Environmental Specialist II	5-10 years	\$61.00	\$194.59
Sr. Archeologist	10-15 years	\$62.00	\$197.78
Project Cultural Resources Specialist	> 15 years	\$73.60	\$234.78
Archeologist/Historian	0-5	\$55.50	\$177.05
Environmental Project Manager	> 15 years	\$73.60	\$234.78

DL + Overhead	2.9
Profit	10.00%
Multiplier	3.190

Contract with City of El Paso
 Sol. No.: #2025-0608R
 Project: AE Services - Playa Drain Shared Use Path Project
 Project Limits: Padilla to Zaragoza

Direct Labor		2023 - 2025	
Labor/Job Classification		Base Rates	Loaded Rates
Senior Project Manager		\$ 115.00	\$ 366.85
Design Engineer		\$ 88.00	\$ 280.72
Engineer Associate		\$ 55.00	\$ 175.45
Engineer Technician		\$ 51.00	\$ 162.69
Drafting Technician II		\$ 50.00	\$ 159.50
QA/QC Engineer		\$ 78.20	\$ 249.46
Administrative/Clerical		\$ 37.00	\$ 118.03
Drafting Technician I		\$ 35.00	\$ 111.65
Traffic Engineer		\$ 80.00	\$ 255.20
			\$ -
			\$ -

DL + Overhead	2.9
Profit	10.00%
Multiplier	3.190

PRIME: GFT Infrastructure, Inc. Sol. No.: #2025-0608R Project: AE Services - Playa Drain Shared Use Path Project Cobb, Fendley & Associates, Inc.(COB)							
Tasks	Survey Manager/R.P.L.S.	Surveying Technician	Senior Surveying CAD Draftsman	Administrative Assistant	Two Man (Regular Rate-Party Chief, Rodman)	Total Hours	Total Cost
LABOR RATE PER HOUR	\$220.37	\$117.87	\$138.98	\$91.23	\$210.13		
B. Surveying							
Design Topographic Survey							\$21,095.67
Design Topographic Survey Tasks	16	16	32	8	50	122	\$21,095.67
C. R.O.W. Mapping							\$27,968.82
Proposed R.O.W. Mapping	16	16	24	8	88	152	\$27,968.82
TOTAL HOURS FOR SURVEY TASKS	32	32	56	16		136	\$49,064.49
Direct Expenses - Design Topographic Survey							
ITEM	QTY	UNIT	RATE				
Mileage (Personal Vehicle)		mile					\$0.00
Mileage (Survey Crew 4x4 Trucks)	170	mile	\$0.70				\$119.00
Reproduction-Copies (11 x 17) Bond (B&W)	10	each	\$1.00				\$10.00
Reproduction-Copies (8.5 X 11) Bond	10	each	\$1.00				\$10.00
Reproduction-Copies (24 X 36) - Bond	10	each	\$1.00				\$10.00
Surveying Field Supplies		LS					\$0.00
SUB (Aerial LiDAR/Photogrammetry)	1	LS	\$11,190.00	@ (Cost + 10%)	\$1,119.00		\$12,309.00
Total - Direct Expenses - Design Topographic Survey							\$12,458.00
Direct Expenses - Proposed R.O.W. Survey							
ITEM	QTY	UNIT	RATE				
Mileage (Personal Vehicle)		mile					\$0.00
Mileage (Survey Crew 4x4 Trucks)	110	mile	\$0.70				\$77.00
Reproduction-Copies (11 x 17) Bond (B&W)	10	each	\$1.00				\$10.00
Reproduction-Copies (8.5 X 11) Bond	10	each	\$1.00				\$10.00
Reproduction-Copies (24 X 36) - Bond	10	each	\$1.00				\$10.00
Legal Reseach /Title Commitment		each					\$0.00
Surveying Field Supplies		LS					\$0.00
Total - Direct Expenses - Proposed R.O.W. Survey							\$107.00
GRAND TOTAL							\$ 61,629.49
LABOR RATE PER HOUR							
DIRECT LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
COST	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

City of El Paso - Capital Improvement Department

SUB: CobbFendley

Project:Playa Drain Shared Use Path Project

Negotiated rates/ Matrix

Direct Labor			
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Survey Manager/R.P.L.S.	10+	\$ 72.97	\$ 220.37
Surveying Technician	4+	\$ 39.03	\$ 117.87
Senior Surveying CAD Draftsman	10+	\$ 46.02	\$ 138.98
Administrative Assistant	3	\$ 30.21	\$ 91.23
Two Man (Regular Rate-Partv Chief, Rodman)		\$ 69.58	\$ 210.13
			\$ -

DL + Overhead	2.7004
Profit	12.00%
Multiplier	3.020

PRIME: GFT Infrastructure, Inc.											
Sol. No.: #2025-0608R											
Project: AE Services - Playa Drain Shared Use Path Project											
DCCM Infrastructure, Inc.											
Project Tasks	Sr. Project Manager	Project Manager	Project Engineer	EIT II	CADD Operator - Senior	Sr. Utility Coordinator	Utility Coordinator	Clerical	Total Hours	Total Cost	
LABOR RATE PER HOUR	\$386.40	\$273.70	\$251.18	\$170.88	\$183.54	\$238.28	\$173.88	\$112.70			
K. Utility Coordination Tasks (SUE, UC, UCA)											
2. Utility Coordination (UC)											
Develop Listing of Utility Companies with Contact Information								2	2	\$225.40	
Individual Utility Meetings						10	12		22	\$4,468.36	
Coordination with Utilities to obtain their Relocation Plans						10			10	\$2,382.80	
Prepare and Issue Minutes for each Meeting							6	2	8	\$1,268.68	
Review Relocation Plans and Incorporate into UCM						12	2		14	\$3,207.12	
									0	\$0.00	
TOTAL - UC	0	0	0	0	0	32	20	4	56	\$11,553.36	
3. Utility Conflict Analysis (UCA)											
Research & Determination of the Location of Existing Utilities for Minimization of Utility Conflicts with the Proposed Design						18			18	\$3,812.48	
Develop and Maintain a Utility Conflict Matrix (UCM) to track Utility Issues and Proposed Resolutions		6	10			32	18		66	\$14,908.60	
									0	\$0.00	
TOTAL - UCA	0	6	10	0	0	48	18	0	82	\$18,721.08	
4. TRAFFIC CONTROL PLAN (TCP)											
Prepare TCP Concept, Exhibits, attend TCP workshop	1	4		6	8				17	\$3,806.40	
Plans										\$0.00	
Provide a written narrative of construction sequencing and work activities per phase	1	4		10					15	\$3,187.80	
Advanced Warning Signs Layout (Standard will be referenced)									0	\$0.00	
Prepare TCP typical sections	1	4		18	18				41	\$7,856.80	
TCP layout (100:1 scale) Dbi bank, Approx 0.9 miles along Knight Dr = 3 sheets per Phase (2 Phases)	1	24		18	38				81	\$17,001.60	
TCP layout (100:1 scale) Dbi bank Approx 0.2 miles along Mimosa Dr = 1 sheet (1 phase)	1	12		4	12				29	\$8,555.02	
Prepare TCP Details where standards do not apply (i.e. Typical detour for work at alternating intersection.)	1	2		10	20				33	\$6,311.20	
Identify TxDOT TCP standards	1	2		2	2				7	\$1,842.20	
Support Documents										\$0.00	
Edit TxDOT master Gen notes - TCP related items.	1	2		4					7	\$1,816.44	
Submittals										\$0.00	
QA/QC & Compile and Coordinate 60% submittal Package	1	2	4						7	\$1,938.44	
QA/QC & Compile and Coordinate 95% submittal Package	1	2	4						7	\$1,938.44	
QA/QC & Compile and Coordinate 100% submittal Package	1	2	4						7	\$1,938.44	
TOTAL - TCP	11	60	12	72	96	0	0	0	251	\$53,593.68	
5. PROJECT MANAGEMENT											
Prepare monthly written progress reports and invoices (12 months)	2	6		12				12	32	\$5,815.32	
Management and coordination with prime	4	10		12					26	\$6,330.52	
TOTAL - PROJECT MANAGEMENT	6	16	0	24	0	0	0	12	58	\$12,145.84	
TOTAL HOURS & COST	17	82	22	96	96	80	38	16	447	\$96,013.96	
Project Expenses	Unit	Qty	Rate								
Mileage	m/mile		0.70							\$0.00	
Traffic Control	lump sum		500							\$0.00	
Permits	lump sum		500							\$0.00	
Copies (Up to 11"x17")	each	500	0.15							\$75.00	
Color Prints (Up to 11"x17")	each	100	1.5							\$150.00	
Total Project Direct Expenses (SUE, UCA, & UC)										\$ 225.00	
GRAND TOTAL	17	82	22	96	96	80	38	16	447	\$ 96,238.96	
LABOR RATE PER HOUR	\$386.40	\$273.70	\$188.00	\$170.88	\$183.54	\$207.00	\$181.00	\$112.70			
TOTAL LABOR COST	\$ 6,568.80	\$ 22,443.40	\$ 4,136.00	\$ 16,383.28	\$ 17,619.84	\$ 16,560.00	\$ 6,878.00	\$ 1,803.20		\$ 92,392.60	
MANHOURS	9.80%	18.34%	4.82%	21.48%	21.48%	17.90%	8.50%	3.58%		100.00%	
COST	7.11%	24.29%	4.48%	17.73%	19.07%	17.92%	7.44%	1.95%		100.00%	

Utility Engineering & Coordination Services			
Services To Be Provided	Unit	Final Rate Years 1 and 2	Final Rate Years 3 and 4
SUE Mobilization/Demobilization			
This cost is intended to be an expense compensation per request for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck, equipment, travel time for 2-man crew, fuel. Mileage log to be provided.	Mile	\$ 6.58	\$ 6.81
SUE (Quality Level D)			
Includes labor and equipment for records research and CADD (Including overhead utilities) For overhead utilities measurement for payment will be LF per utility owner	LF	\$ 0.80	\$ 0.83
SUE (Quality Level C)			
Includes labor and equipment for records research, CADD, and surveying (including overhead utilities) per utility owner. For overhead utilities measurement for payment will be LF per utility owner (Apurtenance must be surveyed)	LF	\$ 0.94	\$ 0.97
SUE (Quality Level B - Utility Designation)			
Includes labor and equipment for records research, designating, engineering, CADD, mapping and limited traffic control		\$ -	\$ -
Includes labor and equipment for surveying and limited traffic control		\$ 2.12	\$ 2.19
Level B (Total)	LF		
SUE (Quality Level A - Utility Locate, Test Holes)			
Level A: 0 to 5 ft (Includes labor and equipment for engineering, CADD)		\$ -	\$ -
(Includes labor and equipment for surveying and limited traffic control)		\$ -	\$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		\$ -	\$ -
Level A: 0 to 5 ft (Total)	each	\$ 1,450.00	\$ 1,500.00
Level A: > 5 to 8 ft (Includes labor and equipment for engineering, CADD)		\$ -	\$ -
(Includes labor and equipment for surveying and limited traffic control)		\$ -	\$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		\$ -	\$ -
Level A: > 5 to 8 ft (Total)	each	\$ 1,775.00	\$ 1,837.00
Level A: > 8 to 13 ft (Includes labor and equipment for engineering, CADD)		\$ -	\$ -
(Includes labor and equipment for surveying and limited traffic control)		\$ -	\$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		\$ -	\$ -
Level A: > 8 to 13 ft (Total)	each	\$ 2,400.00	\$ 2,484.00
Level A: > 13 to 20 ft (Includes labor and equipment for engineering, CADD)		\$ -	\$ -
(Includes labor and equipment for surveying and limited traffic control)		\$ -	\$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		\$ -	\$ -
Level A: > 13 to 20 ft (Total)	each	\$ 3,150.00	\$ 3,260.00
Level A: > 20 ft (Includes labor and equipment for engineering, CADD)		\$ -	\$ -
(Includes labor and equipment for surveying and limited traffic control)		\$ -	\$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		\$ -	\$ -
Level A: > 20 ft (Total)	FT	\$ 250.00	\$ 258.75
Note: When the above unit prices are not utilized, the following appropriate rates will apply			
Subsurface Utility Engineering (SUE) Field Services			
One (1) Designating Person with equipment	hour	\$ 160.00	\$ 165.60
Two (2) Designating Person with equipment	hour	\$ 232.00	\$ 240.12
Two (2) Person Vacuum Excavation with equipment	hour	\$ 480.00	\$ 496.80
Coring and repairing the pavement includes labor, equipment, and materials	each	\$ 485.00	\$ 501.98

The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments.

All unit costs are negotiated costs and are not subject to change or adjustment.

Unit Cost Payment Basis: If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.

Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

City of El Paso - Capital Improvement Department
Project: AE Services - Playa Drain Shared Use Path Project

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DCCM Infrastructure, Inc.
Negotiated rates/ Matrix

Direct Labor		DCCM	
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Sr. Project Manager	15+	\$ 120.00	\$ 386.400
Project Manager	10+	\$ 85.00	\$ 273.70
Project Engineer	10+	\$ 78.00	\$ 251.16
EIT II	5+	\$ 53.00	\$ 170.66
EIT I	2 - 5	\$ 45.00	\$ 144.90
CADD Operator - Senior	15+	\$ 57.00	\$ 183.54
Sr. Utility Coordinator	10+	\$ 74.00	\$ 238.28
Utility Coordinator	2+	\$ 54.00	\$ 173.88
Clerical		\$ 35.00	\$ 112.70
			\$ -
			\$ -
			\$ -
		\$ -	\$ -

DL + Overhead	2.8983
Profit	11.00%
Multiplier	3.220

PRIME: Gannett Fleming, Inc.

City of El Paso - Capital Improvement Department

Sol. No.: #2025-0608R

Project: AE Services - Playa Drain Shared Use Path Project

Poznecki-Camarillo - PCI

Project Tasks	Environmental Specialist I	Environmental Specialist II	Environmental Specialist III	Sr. Environmental Planner	Sr. Archeologist	Environmental Project Manager	Total Hours	Total Cost
LABOR RATE PER HOUR	\$93.03	\$109.14	\$150.16	\$176.53	\$211.69	\$211.69		
E. Social, Economic and Environmental Studies								
Environmental Documentation							0	\$0.00
WPD I/II	20		2	2			24	\$2,513.98
Other Project-Related Info	10	8	2	2			22	\$2,456.80
Species Analysis Spreadsheet (QC only)		1		1			2	\$285.67
Species Analysis Form (QC only)				1			1	\$176.53
Surface Water Analysis Form		2		1			3	\$394.81
Historic PCR (QC only)				2	2		4	\$776.44
Archeological Background Study (QC only)				2	2		4	\$776.44
Section 4(f) Analysis			2	1			3	\$476.85
Section 4(f) Exception			12	2			14	\$2,154.98
Hazmat ISA		40	2	2			44	\$5,018.98
Notice and Opportunity to Comment	6		2	2			10	\$1,211.56
TOTAL - 60 % Design Phase	36	51	22	18	4	0	131	\$16,243.04
Design Phase Subtotal	\$ 3,349.08	\$ 5,566.14	\$ 3,303.52	\$ 3,177.54	\$ 846.76	\$ -		\$16,243.04
Environmental Project Direct Expenses								\$0.00
GRAND TOTAL	36	51	22	18	4	0		\$ 16,243.04
LABOR RATE PER HOUR	\$93.03	\$109.14	\$150.16	\$176.53	\$211.69	\$211.69		
TOTAL LABOR COST	\$ 3,349.08	\$ 5,566.14	\$ 3,303.52	\$ 3,177.54	\$ 846.76	\$ -	\$ 16,243.04	
MANHOURS	27.48%	38.93%	16.79%	13.74%	3.05%	0.00%	100.00%	
COST	20.62%	34.27%	20.34%	19.56%	5.21%	0.00%	100.00%	

City of El Paso - Capital Improvement Department
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project
Poznecki-Camarillo - PCI
Negotiated rates/ Matrix

Direct Labor			
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Environmental Specialist I	0-5 years	\$31.75	\$93.03
Environmental Specialist II	5-10 years	\$37.25	\$109.14
Environmental Specialist III	10-15 years	\$51.25	\$150.16
Sr. Environmental Planner	> 15 years	\$60.25	\$176.53
Sr. Archeologist	> 15 years	\$72.25	\$211.69
Environmental Project Manager	> 15 years	\$72.25	\$211.69

DL + Overhead	2.66
Profit	10.00%
Multiplier	2.930

PRIME: GFT Infrastructure, Inc.

City of El Paso - Capital Improvement Department

Sol. No.: #2025-0608R

Project: AE Services - Playa Drain Shared Use Path Project

Poznecki-Camarillo - PCI

OTHER DIRECT EXPENSES RATES				
PROJECT EXPENSES	UNIT	QTY	RATE	MAXIMUM COST
Lodging/Hotel - Taxes and Fees	day/person	2	\$45.00	\$ 90.00
Lodging/Hotel - no taxes	day/person	2	\$98.00	\$ 196.00
Meals (overnight stay required)	day/person	2	\$59.00	\$ 118.00
Air Travel - in state - coach	rd trip/person	2	\$530.00	\$ 1,060.00
Parking	day	2	\$30.00	\$ 60.00
Rental Car (includes taxes and fees)	day	2	\$100.00	\$ 200.00
Rental Car Fuel	gallon	20	\$5.00	\$ 100.00
Photocopies B/W (11"x17")	each	25	\$0.25	\$ 6.25
Photocopies B/W (8 1/2" x 11")	each	100	\$0.15	\$ 15.00
Photocopies Color (11"x17")	each	25	\$1.25	\$ 31.25
Photocopies Color (8 1/2"x11")	each	100	\$1.00	\$ 100.00
Hazardous Materials Database Search	mile	1	\$500.00	\$ 500.00
Historical Aerial & Topographical Images	each	1	\$250.00	\$ 250.00
Field Supplies - Phase II ESA	day			\$ -
Drilling Services - Phase II ESA	each			\$ -
Soil & Water Laboratory Analysis - Phase II ESA	each			\$ -
Field Equipment Rental - Phase II ESA	day			\$ -
Investigation Derived Waste Disposal- Phase II ESA	drum		at cost (estimated)	
Cultural Resources THC Coordination Letter	each			\$ -
Antiquities Permit Application	each			\$ -
Cultural Resources Survey	each			\$ -
			Total Direct Expenses	\$ 2,726.50

PRIME: GFT Infrastructure, Inc.								
CITY OF EL PASO								
PROJECT: Playa Drain Shared Use Path - Sol. No.: 2025-0608R								
HVJ Associates, Inc.								
Project Tasks	Engineer (Senior)	Engineer (Project)	Engineer (Design)	Engineer-In-Training I	Engineer Technician	Administrative/ Clerical	Total Hours	Total Cost
LABOR RATE PER HOUR	\$254.74	\$238.50		\$122.30	\$127.20	\$87.90		
Soil /Geotechnical & Foundation Studies (HVJ Associates, Inc)								
Task/ Scope Report								
Project Initiation, Boring Layout, and Set Up Field Work		1		2			3	\$483.10
Utilities Clearance and Field Coordination for staking the soil borings				1	6		7	\$885.50
Borehole Logging (assumed 3 days to drill 60' borings, includes travel time)		1		1	27		29	\$3,795.20
Review field boring logs and assign lab tests		1		2			3	\$483.10
Review lab test data and perform QA/QC				2			2	\$244.60
Input lab test data, edit and prepare final Boring Logs		1		2		2	5	\$658.90
GEOTECHNICAL REPORT - Draft	1	4		6		2	13	\$2,118.34
GEOTECHNICAL REPORT - Final	1	2		2			5	\$976.34
Total - Soil /Geotechnical & Foundation Studies	2	10		18	33	4	67	\$9,645.08
Pavement Design Engineering (HVJ - SCTx - M&J Inc.)								
SUP design thicknesses, standard materials and details based on TxDOT standards or City of El Paso standards	2			4		1	7	\$1,086.58
Subgrade preparation and general earthwork recommendations	2			3			5	\$876.38
PAVEMENT DESIGN DRAFT REPORT	2			2			4	\$754.08
PAVEMENT DESIGN FINAL SEALED REPORT	1			1			2	\$377.04
TOTAL - Pavement Design Engineering	7	0		10		1	18	\$3,094.08
TOTAL HOURS	9	10		28	33	5	85	\$12,739.16
Direct Expenses								
ITEM	QTY	UNIT	RATE					TOTAL
Lodging/Hotel (Taxes/fees not included) (Current state rate)		night						\$0.00
Lodging/Hotel Taxes/fees (City/State Tax Rate + Venue tax)		night						\$0.00
Meals (overnight stay required) (Excluding alcohol)		day						\$0.00
Mileage (Current state rate)	95	mile	\$0.70					\$66.50
Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site)	1	trip	\$600.00					\$600.00
Mobilization and Demobilization of Pavement Coring Crew (Trips within 100 miles from office to site)	1	trip	\$300.00					\$300.00
Pavement Coring and Patching	8	each	\$250.00					\$2,000.00
Traffic Control Services (signs, cones, arrowboard etc.)	2	each	\$1,500.00					\$3,000.00
Standby of Drilling/Coring Equipment (During Traffic Control Setup)	2	hour	\$350.00					\$700.00
Determining Moisture Content in Soil Materials	12	each	\$17.60					\$211.20
Determining Liquid Limits of Soils	12	each	\$41.80					\$501.60
Determining Plastic Soil Limits	12	each	\$41.80					\$501.60
Calculating the Plasticity Index of Soils		each						\$0.00
Particle Size Analysis of Soils With hydrometer		each						\$0.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	12	each	\$66.00					\$792.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material		each						\$0.00
Determining Sulfate Content in Soils - Colorimetric Method		each						\$0.00
California Bearing Ratio (CBR) of Laboratory-Compacted Soils (Single Sample without MD Curve)		test						\$0.00
Unconfined Compressive Strength (Soil)		each						\$0.00
Unconfined Compressive Strength (Rock)		each						\$0.00
Dynamic Cone Penetrometer in Shallow Pavement Applications	2	each	\$200.00					\$400.00
Soil Boring/Rock Coring without TCP (< 60 ft.)	60	LF	\$28.00					\$1,680.00
Borehole Backfill	60	LF	\$14.00					\$840.00
TOTAL - Direct Expenses								\$11,592.90
GRAND TOTAL	9	10	0	28	33	5	85	\$ 24,332.06
LABOR RATE PER HOUR	\$254.74	\$238.50	\$0.00	\$122.30	\$127.20	\$87.90		
TOTAL LABOR COST	\$ 2,292.86	\$ 2,385.00	\$ -	\$ 3,424.40	\$ 4,197.60	\$ 439.50	\$ 12,739.16	
MANHOURS	10.59%	11.76%	0.00%	32.94%	38.82%	5.88%	100.00%	
COST	18.00%	18.72%	0.00%	26.88%	32.95%	3.45%	100.00%	

Playa Drain Shared Use Path Project Sol No.: #2025-0608R			
HVJ & Associates			
LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS			
Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Engineer (Senior)			
Engineer (Project)			
Engineer (Design)			
Engineer-In-Training I			
Engineer Technician			
Administrative/Clerical			
Audited Overhead Rate:			
Negotiated Profit Rate:			

PROJECT: PLAYA DRAIN SHARED USE PATH		
HVJ & Associates		
OTHER DIRECT EXPENSES		
Other Direct Expenses	UNITS	RATE
Lodging/Hotel (Taxes/fees not included) (Current state rate)	night	Current State Rate
Lodging/Hotel Taxes/fees (City/State Tax Rate + Venue tax)	night	
Meals (overnight stay required) (Excluding alcohol)	day	Current State Rate
Rental Car (Tax/fees not included)	day	
Rental Car Taxes/fees (Current State Tax Rate)	day	
Rental Car Fuel (Current rate per gallon)	gallon	
Mileage (Current state rate)	mile	Current State Rate
SUV or ATV Rental (6+ passengers)	day	
Air Travel (Round Trip)	each	
Parking	day	
Taxi/Cab fare	each	
8½"X11" B/W Paper Copies	each	
11"X17" B/W Paper Copies	each	
8½"X11" Color Paper Copies	each	
11"X17" Color Paper Copies	each	
CADD Plotting (B/W)	linear foot	
Geotechnical / Materials		
Hot Mix Asphalt Testing Equipment Monthly Rental - Required equipment must meet or exceed applicable TxDOT specifications. Required equipment includes (1 ea) ignition oven, (1 ea) scales, (1 ea) 8" shaker, (1 set) 8" sieves, (1 ea) splitter, (1 ea) hot ovens, (1 ea) vibrating table and bucket, (1 ea) vacuum pump, and (1 ea) Texas Gyrotory Press. All component parts, consumables, and required maintenance are considered subsidiary to this item.	month	
HMAC Testing Equipment Mobilizations < 150 Miles	each project	
HMAC Testing Equipment Mobilizations > 150 Miles	per mile	
Mobilization and Demobilization of Non Destructive Deflection Testing (Trips within 100 miles from office to site)	each	
Mobilization and Demobilization of Non Destructive Deflection Testing (Trips over 100 miles from office to site)	mile	
Mobilization of ATV Buggy / Track Drilling Equipment less 100 mile	each	
Mobilization of ATV Buggy / Track Drilling Equipment more than 100 mile	mile	
ATV Surcharge (for rig installed on ATV)	LF	
Stand By of Drilling Equipment	hour	
Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site)	trip	
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site)	mile	
Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(less 100 miles)	trip	
Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(over 100 miles)	mile	
Shelby Tubes Transportation Box	per box	
UC - Materials Testing		
Determining Slaking Time	each	
Determining Moisture Content in Soil Materials	each	
Determining Liquid Limits of Soils	each	
Determining Plastic Soil Limits	each	
Calculating the Plasticity Index of Soils	each	
Determining the Bar Linear Shrinkage of Soils	each	
Determining the Specific Gravity of Soils	each	
Particle Size Analysis of Soils	each	
Particle Size Analysis of Soils With hydrometer		
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	each	

PROJECT: PLAYA DRAIN SHARED USE PATH		
HVJ & Associates		
OTHER DIRECT EXPENSES		
Other Direct Expenses	UNITS	RATE
Admixing Lime to Reduce Plasticity Index of Soils	each	
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	each	
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	each	
Ball Mill Method for Determining the Disintegration of Flexible Base Material	each	

PROJECT: PLAYA DRAIN SHARED USE PATH		
HVJ & Associates		
OTHER DIRECT EXPENSES		
Other Direct Expenses	UNITS	RATE
Triaxial Compression for Disturbed Soils and Base Materials	each	
Triaxial Compression Test for Undisturbed Soils	each	
Soil-Cement Testing- Part 1	each	
Soil-Cement Testing- Part 2	each	
Soil-Lime Testing- Part 1	each	
Soil-Lime Testing- Part 2	each	
Soil-Lime Testing - Part 3	each	
Determining the Drainage Factor of Soil Materials	each	
Potential Vertical Rise of Natural Subgrade Soils	each	
Determining Modulus of Sub-grade Reaction (K Value)	each	
Molding, Testing, and Evaluating Asphalt Black Base Materials	each	
Lime Fly-Ash Compressive Strength Test Methods- Part 1	each	
Lime Fly-Ash Compressive Strength Test Methods- Part 2	each	
Determining Soil pH	each	
Measuring the Resistivity of Soil Materials	each	
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Single Stage	set of 3	
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Multiple Change	set of 3	
Texas Cone Penetration	each	
Freezing and Thawing Tests of Compacted Soil-Cement Mixture	each	
Manual Procedure for Description and Identification of Soils	each	
Laboratory Classification of Soils for Engineering Purposes	each	
Determining Sulfate Content in Soils - Colorimetric Method	each	
Conductivity Test for Field Detection of Sulfates in Soil	each	
Determining Chloride and Sulfate Contents in Soils	each	
Asphalt Tests		
Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint Sealers	each	
Test Methods for Various Bituminous Materials/Water in Petroleum Products and Bituminous Materials by Distillation	each	
Penetration of Bituminous Materials	each	
Ductility of Asphalt Materials	each	
Flash and Fire Points by Cleveland Open Cup	each	
Softening Point of Bitumen (Ring and Ball Apparatus)	each	
Solubility of Bituminous Materials	each	
Specific Gravity of Semi-Solid Asphalt Materials	each	
Spot Test of Asphaltic Materials	each	
Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	each	
Flash Point with Tag Open-Cup Apparatus for Use with Material Having a Flash Point Less Than 93°C (200°F)	each	
Saybolt Viscosity	each	
Specific Gravity for Cutbacks and Emulsions	each	
Distillation of Cutback Asphalt Products	each	
Float Test for Bituminous Materials	each	
Viscosity of Asphalts by Vacuum Capillary Viscometer	each	
Kinematic Viscosity of Asphalts (Bitumens)	each	
Calculating Viscosity from Penetration	each	
Measurement of Elastic Recovery of Tensile Deformation Using a Durometer	each	
Measurement of Polymer Separation on Heating in Modified Asphalt Systems	each	
Rolling Thin Film Oven Test for Asphalt Binders	each	
Determining Breaking Index for Asphalt Emulsions	each	
Resilience Test for Sealants and Repair Materials	each	
Tensile Strain to Failure	each	
Cone Flow Test	each	

PROJECT: PLAYA DRAIN SHARED USE PATH		
HVJ & Associates		
OTHER DIRECT EXPENSES		
Other Direct Expenses	UNITS	RATE
Flexibility Test for Sealants and Repair Materials	each	

PROJECT: PLAYA DRAIN SHARED USE PATH		
HVJ & Associates		
OTHER DIRECT EXPENSES		
Other Direct Expenses	UNITS	RATE
Bituminous Tests		
Sieve Analysis of Fine and Coarse Aggregate	each	
Bulk Specific Gravity and Water Absorption of Aggregate	each	
Apparent Specific Gravity of Material Finer than No. 50 (300 micrometer) Sieve	each	
Sand Equivalent Test	each	
Design of Bituminous Mixtures	each	
Laboratory Method of Mixing Bituminous Mixtures	set of 3	
Compacting Specimens Using the Texas Gyro Compactor (TGC)	set of 3	
Bulk Specific Gravity of Compacted Bituminous Mixtures	each	
Determining Mat Segregation Using a Density-Testing Gauge	each	
Bulk Specific Gravity of Compacted Bituminous Mixtures using the Vacuum Method	each	
Determining Density of Permeable Friction Course (PFC) and Thin Bonded Wearing Course (TBWC) Mixtures	each	
Test for Stabilometer Value of Bituminous Mixtures	set of 3	
Determining Asphalt Content of Bituminous Mixtures by Extraction	each	
Recovery of Asphalt from Bituminous Mixtures by the Abson Process	each	
Determining Hydrocarbon-Volatile Content of Bituminous Mixtures	each	
Determining Deleterious Material and Decantation Test for Coarse Aggregates (Bituminous Mixtures)	each	
Determining Flakiness Index	each	
Indirect Tensile Strength Test	set of 4	
Theoretical Maximum Specific Gravity of Bituminous Mixtures	each	

PROJECT: PLAYA DRAIN SHARED USE PATH		
HVJ & Associates		
OTHER DIRECT EXPENSES		
Other Direct Expenses	UNITS	RATE
Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method	each	
Combined Bituminous Mixture Cold-Belt Sampling and Testing Procedure	each	
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	each	
Asphalt Release Agents	each	
Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	set of 2	
Hamburg Wheel-Tracking Test	each	
Tack Coat Adhesion	each	
Thermal Profile of Hot Mix Asphalt	each	
Cantabro Loss	each	
Permeability or Water Flow of Hot Mix Asphalt	each	
Overlay Test	set of 3	
Determining Flat and Elongated Particles	each	
Concrete & Aggregate Tests		
Compressive Strength of Cement Mortars	set of 3	
Sieve Analysis of Fine and Coarse Aggregate	each	
Fineness Modulus of Fine Aggregate	each	
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	each	
Determining Unit Mass (Weight) of Aggregates	each	
Determining the Percent of Solids and Voids in Concrete	each	
Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	each	
Organic Impurities in Fine Aggregate for Concrete	each	
Free Moisture and Water Absorption in Aggregate for Concrete	each	
Abrasion of Coarse Aggregate Using the Los Angeles Machine	each	
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	each	
Determining Deleterious Material in Mineral Aggregate	each	
Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	each	
Compressive Strength of Cylindrical Concrete Specimens	each	
Determining Concrete Thickness by Direct Measurement	each	
Obtaining and Testing Drilled Cores of Concrete	each	
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	each	
Measuring Texture Depth by the Sand Patch Method	each	
Test Flow of Grout Mixtures (Flow Cone Method)	each	
Accelerated Polish Test for Coarse Aggregate - Single-Component Aggregate	each	
Capping Cylindrical Concrete Specimens	each	

PRIME: GFT Infrastructure, Inc.							
City of El Paso - Capital Improvement Department							
Project: AE Services - Playa Drain Shared Use Path Project							
Sites southwest							
1/9/2025							
Project Tasks	Senior Landscape Architect/Project Manager	Landscape Architect/Project Manager	Senior Landscape Designer	Landscape Designer	Project Administrative Support	Total Hours	Total Cost
LABOR RATE PER HOUR							
	\$145.00	\$130.00	\$110.00	\$95.00	\$75.00		
L. Landscape and Irrigation Design Plans							
Pre-Design Report / Scope Report							
Project setup	1		6		2		\$955.00
Concept Graphics	1		6				\$805.00
Coordination Meetings	4		4				\$1,020.00
Plant Palette Investigation and Graphics	1		4				\$585.00
Coordination for Irrigation utilities	1		6				\$805.00
TOTAL - Pre-Design Report	8	0	26	0	2	36	\$4,170.00
60 % Design Phase							
Landscape Construction Plans	2		20				\$2,490.00
Planting Plans	2		20				\$2,490.00
Irrigation Plans	2		20				\$2,490.00
Notes and Details	1		8				\$1,025.00
Cost Projection	1		4				\$585.00
Meetings and Coordination	4		4				\$1,020.00
Project Management	1		2		2		\$515.00
TOTAL - 60 % Design Phase	13	0	78	0	2	93	\$10,615.00
95 % Design Phase							
Landscape Construction Plans	2		14				\$1,830.00
Planting Plans	2		14				1830
Irrigation Plans	2		14				\$1,830.00
Notes and Details	1		4				\$585.00
Cost Projection	1		3				\$475.00
Bi-weekly meetings	4		4				\$1,020.00
Project Management	1		2		2		\$515.00
TOTAL 90 % Design Phase	13	0	55	0	2	70	\$8,085.00
100% Design Submittal							
Landscape Construction Plans	2		10				\$1,390.00
Planting Plans	2		10				\$1,390.00
Irrigation Plans	2		10				\$1,390.00
Notes and Details	1		2				\$365.00
Cost Projection	1		2				\$365.00
Bi-weekly meetings	4		4				\$1,020.00
Project Management	1		2		2		\$515.00
TOTAL - 100% Design Submittal	13	0	40	0	2	55	\$6,435.00
Design Phase Subtotal	39	0	173	0	6	218	\$29,305.00
Bidding Services Phase							
Respond to Prospective Bidders	2		2				\$510.00
Attend Pre-Bid Conference							\$0.00
Addenda Coordination	2		2				\$510.00
TOTAL - Bid Phase	4	0	4	0	0	8	\$1,020.00
Construction Phase							
Attend Pre-Construction Conference	2		2				\$510.00
RFI Response & Coordination	1		4				\$585.00
Submittal Review	1		4				\$585.00
Irrigator and Landscape Architect Site Visits (4)			2				\$220.00
Substantial Completion Insp. & Punch List Report			8				\$880.00
Back Check Inspection & Report			3				\$330.00
Record (As-Built) Drawing Preparation			2				\$220.00
Project Management	1		2		2		\$515.00
TOTAL - Construction Phase	5	0	27	0	2	34	\$3,845.00
TOTAL HOURS	56	0	230	0	10	296	296
Mileage							\$300.00
GRAND TOTAL	56	0	230	0	10	296	\$ 34,470.00
LABOR RATE PER HOUR	\$145.00	\$130.00	\$110.00	\$95.00	\$75.00		
TOTAL LABOR COST	\$ 8,120.00	\$ -	\$ 25,300.00	\$ -	\$ 750.00	\$ 34,170.00	
MANHOURS	18.92%	0.00%	77.70%	0.00%	3.38%		100.00%
COST	23.76%	0.00%	74.04%	0.00%	2.19%		100.00%

City of El Paso - Capital Improvement Department
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project
Sites Southwest
Negotiated rates/ Matrix

Direct Labor			
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Principal Landscape Architect	12-16 Years	\$ 200.00	\$ -
Senior Landscape Architect	12-16 Years	\$ 145.00	\$ -
Landscape Architect/Project Manager	5-10 Years	\$ 130.00	\$ -
Senior Landscape Designer	8 Years	\$ 110.00	\$ -
Landscape Designer	5-10 Years	\$ 95.00	\$ -
Project Administrative Support	5-10 Years	\$ 75.00	\$ -

DL + Overhead	
Profit	
Multiplier	

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

For the “**2025-0608R Architect and Engineering Services for the Playa Drain Shared Use Path Project**” 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

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 “**2025-0608R Architect and Engineering Services for the Playa Drain Shared Use Path Project**” hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$599,767.96** 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

Preliminary Design	\$186,537.81
60% Design	\$176,248.66
90% Design	\$106,431.99
100% Design	\$65,159.44
Bid-Phase	\$7,881.44
Construction-Phase	\$57,508.06

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 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st 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 **60 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 **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. 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 **45 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 **30 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.

