

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

AGENDA DATE: 5/21/2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer
(915) 212-0065

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL: No. 07: Enhance & Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and CONSOR ENGINEERS, LLC, a Florida, USA, Foreign Limited Liability Company Authorized to Transact Business in Texas, for a project known as "ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION PROJECT" for an amount not to exceed \$1,008,393.48; and 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 \$1,108,393.48; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

The contract is for design and engineering services for the extension of Resler Boulevard. The proposed 0.37-mile extension will connect an existing segment of Resler Blvd at the intersection of Transmountain Road to the existing northern segment of Resler Boulevard at Dewberry Street. The project consists of complete design of proposed road and bridge structures, engineering, environmental studies and construction management services for approximately 0.37 miles of a divided 4-lane major arterial road.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$1,008,393.48 – Community Progress Bond

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, P.E., City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and CONSOR ENGINEERS, LLC, a Florida, USA, Foreign Limited Liability Company Authorized to Transact Business in Texas, for a project known as **“ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION PROJECT”** for an amount not to exceed **\$1,008,393.48**; 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 \$1,108,393.48; 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 _____ 2024.


CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

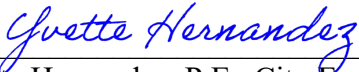
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



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



CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORE SUMMARY							
Solicitation #2024-0198R							
Engineering & Design Services - Resler Extension							
CONSULTANT	AECOM	BROCK & BUSTILLOS	CONSOR	DEC	GRV	MORENO CARDENAS	PARKHILL
Rater 1	75	60	75	74	71	73	75
Rater 2	65	66	75	74	59	56	61
Rater 3	69	60	71	68	63	66	67
Total Rater Scores	209	186	221	216	193	195	203
References	9.9	10	9.9	9.8	9.9	6.6	9.9
Overall Score:	218.9	196	230.9	225.8	202.9	201.6	212.9

RANKINGS	CONSULTANT
1	CONSOR
2	DEC
3	AECOM
4	PARKHILL

RANKINGS	CONSULTANT
5	GRV
6	MORENO CARDENAS
7	BROCK & BUSTILLOS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2024 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 CONSOR ENGINEERS, LLC, a Florida, USA, Foreign Limited Liability Company 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 “ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION 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 **\$1,008,393.48** 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 on a monthly basis, 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 construction budget is \$14,265,466, 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, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

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

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

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

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to

submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

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

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

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

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

Regulations.

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

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and

design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

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

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

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

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

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

To the Consultant: CONSOR ENGINEERS, LLC
Adrian Molina, P.E.
1501 N. Mesa Street, Suite 100
El Paso, Texas, 79902

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

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

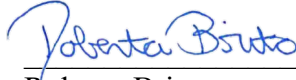
7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

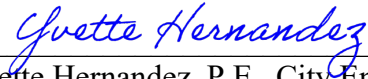
Cary Westin
City Manager

APPROVED AS TO FORM:



Roberta Brito
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 _____, 2024,
by **Cary Westin**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

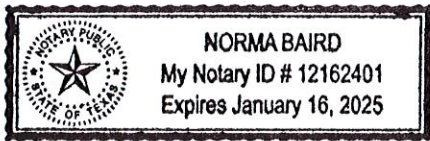
CONSULTANT:

By: 
Name: Ricardo A. Prieto
Title: Senior Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §
COUNTY OF El Paso §

This instrument was acknowledged before me on this 03 day of May, 2024, by Ricardo A. Prieto, Senior Vice President, on behalf of Consultant.




Notary Public, State of Texas

My commission expires:

01-16-2025

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT "A"

SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY THE ENGINEER

The scope of services for the Resler Blvd Extension (Solicitation #2024-0198R), will include professional engineering services for the preparation of plans, specifications, and estimates (PS&E) and related documents.

Conсор (The Engineer) shall coordinate all tasks and assignments with the City of El Paso's Project Manager (The City).

Investigation:

The Engineer is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City's adopted Street Design Manual, Comprehensive Plan, Major Thoroughfare Plan, Bike Plan, Design Standards for Construction and Grading, Complete Streets Policy, CID Drawings guidelines, TxDOT standards among others.

Design:

Design shall meet all City and TxDOT requirements for the project and shall be performed in phases as presented in the project schedule outlined below.

The Engineer is responsible for submitting a turnkey design product. The Engineer shall be responsible for providing State of Texas licensed designers required by the State to perform this type of project design. The Engineer shall follow City's design specifications and procedures for the development of this project and comply with all laws, regulations and policies set by the City of El Paso and TxDOT. The irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards for park facilities. In addition, the Engineer shall be responsible for necessary TDLR fees and registration. Aside from complying with local building codes, the Engineer shall comply, at a minimum, with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Design and Construction Standards for park facilities, City of El Paso Capital Improvement Department Drawing Guidelines, National Association of City Transportation Officials Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The Engineer is charged with ensuring the project design is in compliance with all federal, state, and local regulations and ordinances.

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

For this scope the engineer will include the following design services: Roadway Design, Bridge Design, Drainage Design, Traffic Design, Traffic Control Design, Retaining Wall Design, Surveying, Storm Water Pollution Prevention Plan Design, Landscaping Design.

TASK 100 Project Management & Administration:

100.1 Contract Management & Administration

The Engineer shall:

- A. Perform all work in accordance with the City's latest practices, criteria, specifications, policies, procedure.
- B. Act as an agent for the City when specified in this work authorization.
- C. Notify the City of its schedule, in advance, for all field activities.
- D. When specified, seek right of entry from public or private land owners to perform environmental services. Right of entry permission shall be written and signed by the land owner. Develop letters or other materials for seeking right of entry. Letters or other

materials seeking right of entry shall not be distributed without prior approval of the City. Letters or other materials seeking right of entry shall contain explicit reference to the kinds of activities for which right of entry is requested and an indication of the impacts (if any) that will result from performance of environmental services.

- E. Prepare monthly written progress reports.
- F. Develop and maintain a detailed project schedule to track project conformance to **Exhibit C**, Work Schedule, for this work authorization. The schedule submittals shall be hard copy and electronic format.
- G. Meet on a scheduled basis with the City to review project progress.
- H. Prepare, distribute, and file both written and electronic correspondence.
- I. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

TASK 200 Roadway Design:

200.1 Preliminary Engineering; Feasibility Studies:

The Engineer shall prepare a pre-design report and wait for approval from the City prior commencing the PS&E phase of the project. The report shall contain but not limited to a preliminary horizontal and vertical alignment, design criteria summary, a proposed roadway typical section, potential locations of hydraulic drainage structures, a proposed ROW footprint needed, an opinion of cost for construction of the project.

200.2 Geometric Design:

The engineer shall provide geometric layouts and a 3D corridor model in Open Road Designer.

200.3 Roadway Design:

The engineer shall design horizontal and vertical alignments for the roadway along with plan and profile sheets showing said design in compliance with design specifications.

200.4 Typical Sections:

The engineer shall provide existing and proposed typical sections reflecting pavement design, proposed grade line for construction, existing and proposed ROW where applicable, curb and gutter elements.

200.5 Cut and Fill Quantities:

The engineer shall design a 3D model of proposed improvements in order to generate cross sectional areas every 50ft along the proposed improvements in order to calculate earthwork required for proposed improvements. Cross sectional sheets shall be submitted as part of the plan set submittal packages milestones 60%, 90%, 100% design phases, cross sections will be submitted for contractors information only.

200.6 Plan Preparation:

The engineer shall develop plan sheets which shall contain but not limited to a title sheet, index of sheet, general notes sheets, estimate and quantity sheets, alignment data, removal sheets, EPIC sheet, design standards and detail sheets for submittal packages milestones 60%, 90%, 100% design phases.

200.7 Construction Schedule:

The Engineer shall meet with City of El Paso Project Manager and Construction Manager to determine construction schedule. The schedule shall take into account lead delivery time of equipment. The meeting shall be held after pre-final plans are submitted but before Final Design

Notice to proceed is issued. The information will allow Engineer to prepare a current market cost estimate at the final design phase submittal.

TASK 300 Bridge Design:

300.1 Bridge Layout:

The engineer shall provide a bridge layout plan, profile, and typical section of the bridge as well as a foundation layout and a boring log sheet.

300.2 Bridge Summary:

The engineer shall estimate and provide bridge quantities and bearing seat elevations. The engineer is anticipating the following potential hydraulic structures crossings: one hydraulic bridge structure, one bridge class culvert, and two culverts.

300.3 Bridge Structural Details:

The engineer shall design and provide a PDF bridge calculation package as well as all pertinent structural details including:

- A. Foundation details
- B. Abutment details
- C. Bent details
- D. Girder design and Framing Plan details
- E. Unit span slab details
- F. Miscellaneous details

300.4 Bridge Specifications:

The engineer shall provide all standards and specifications pertinent to design and construction of the bridge.

TASK 400 Drainage Design:

400.1 Data Collection:

- A. Perform up to 2 site visits to observe current conditions and document field inspections with digital photos.
- B. Collect available applicable data including GIS maps, site survey data, and readily available rainfall history.
- C. Collect available Flood Insurance Rate Maps (FIRMS), Flood Insurance Study (FIS) and effective FEMA models where available.

400.2 Hydrologic Studies:

- A. Calculate discharges using appropriate hydrologic methods per the current City of El Paso's Drainage Design Manual.
- B. Consider pre-construction and post constructions conditions in the hydrologic study.
- C. Delineate drainage area boundaries and hydrologic parameters such as impervious covered area, flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing their validity.
- D. Include, at a minimum, the "design" frequency to be specified in this Work Authorization and the 1% Annual Exceedance Probability (AEP) storm frequency.
- E. Compare calculated discharges to the effective FEMA flows. If calculated discharges are to be used in the model instead of the effective FEMA flows, full justification must be documented.

400.3 Complex Hydraulic Design and Documentation:

- A. Perform hydraulic design and analysis using appropriate hydraulic methods per the current City of El Paso's Drainage Design Manual, which may include computer models such as HEC-RAS. New 2D models are not included in this scope unless part of the current effective FEMA models.
- B. Use the current effective FEMA models, where appropriate, as a base model for the analysis. If a "best available data" model is provided by the local floodplain administrator, it must be utilized accordingly for this analysis. Review the provided base model for correctness and update as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis.
- C. Determine the sizing of the drainage crossings. Develop designs that minimize interference with the passage of traffic or cause damage to the street and local property in accordance with the City of El Paso's Drainage Design Manual, City criteria and any specific guidance provided by the City. Cross drainage design shall be performed using HY-8 or HEC RAS.
- D. Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.
- E. Use hydrograph calculations and peak flows to determine the storage required.
- F. Preparation of CLOMR and LOMR are not included in this scope. The Engineer will provide mitigation measures to keep WSEL within one foot from effective WSELs and will notify the City if the existing conditions cannot be met.
- G. Prepare H&H Report detailing data collection, assumptions, methodology used, and results.

400.4 Scour Analysis:

- A. Perform a scour analysis for each proposed bridge and bridge class culvert structure and design countermeasures.

TASK 500 Traffic Design:

500.1 Signing:

The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The Engineer shall:

- A. Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs to be removed, relocated, or replaced.
- B. Designate the shields to be attached to guide signs.
- C. Illustrate and number the proposed signs on plan sheets.
- D. Select each sign foundation from City and/or State Standards.

500.2 Pavement Marking:

- A. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest City and/or State standards.
- B. The Engineer shall provide a 3D corridor model with the proposed pavement marking stenciled onto the model.

- C. The Engineer shall provide the following information on sign and pavement marking layouts:
1. Roadway layout.
 2. Center line with station numbering.
 3. Designation of arrow used on exit direction signs
 4. Culverts and other structures that present a hazard to traffic.
 5. Location of utilities.
 6. Existing signs to remain, to be removed, to be relocated or replaced.
 7. Proposed signs (illustrated, numbered and size).
 8. Proposed overhead sign bridges to remain, to be revised, removed, relocated, or replaced.
 9. Proposed overhead sign bridges, indicating location by plan.
 10. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
 11. Quantities of existing pavement markings to be removed.
 12. Proposed delineators, object markers, and mailboxes.
 13. The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
 14. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
 15. Right-of-way limits.
 16. Direction of traffic flow on all roadways.

500.3 Traffic Studies:

The Engineer shall prepare a traffic study to support their recommendation for the continuous activation of an existing traffic signal (Resler Blvd. at Transmountain Rd.) and to propose intersection improvements (Resler Blvd. at Dewberry St.) based on projected volumes. Each study will include addressing pedestrian signals along with obtaining both traffic and pedestrian counts.

The Engineer shall implement each proposed traffic signal improvement within existing City ROW unless otherwise approved by the City. The Engineer shall refer to latest version of the *TMUTCD*, *Traffic Signal Manual*, and The State's roadway and traffic standards for work performed for either temporary or permanent traffic signals. The Engineer shall develop and include a timing plan for each signal improvement.

500.4 Traffic Signals:

The Engineer shall identify and prepare Traffic Signal Plans for the intersection at Resler Blvd. at Transmountain Rd. Traffic Signal Plans must be signed and sealed by a Texas Registered Professional Engineer. The Engineer shall develop all quantities, general notes, specifications and incorporate the appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting must be designed per the City and State recommendations and standards.

The Engineer shall provide the following information in the Traffic Signal Plans:

- A. Layout
1. Estimate and quantity sheet
 - a. List of all bid items
 - b. Bid item quantities

- c. Specification item number
 - d. Paid item description and unit of measure
- 2. Basis of estimate sheet (list of materials)
- 3. General notes and specification data.
- 4. Condition diagram
 - a. Highway and intersection design features
 - b. Roadside development
 - c. Traffic control including illumination
- 5. Plan sheet(s)
 - a. Existing traffic control that will remain (signs and markings)
 - b. Existing utilities
 - c. Proposed highway improvements
 - d. Proposed installation
 - e. Proposed additional traffic controls
 - f. Proposed illumination attached to signal poles
 - g. Proposed power pole source
- 6. Notes for plan layout
- 7. Phase sequence diagram(s)
 - a. Signal locations
 - b. Signal indications
 - c. Phase diagram
 - d. Signal sequence table
 - e. Flashing operation (normal and emergency)
 - f. Preemption operation (when applicable)
 - g. Contact responsible Agency to obtain interval timing, cycle length and offset
- 8. Construction detail sheets(s)
 - a. Poles (City and/or State standard sheets)
 - b. Detectors
 - c. Pull Box and conduit layout
 - d. Controller Foundation standard sheet
 - e. Electrical chart
- 9. Marking details (when applicable)
- 10. Aerial or underground interconnect details (when applicable)
- B. General Requirements
 - 1. Contact local utility company
 - a. Confirm power source
 - 2. Prepare governing specifications and special provisions list
 - 3. Prepare project estimate
 - 4. Conduct traffic counts and prepare Traffic Signal Warrant Studies for all proposed and existing traffic signals at designated locations.
- C. Summary of Quantities
 - 1. Small signs tabulation
 - 2. Large signs tabulation including all guide signs
- D. Sign Detail Sheets
 - 1. All signs except route markers
 - 2. Design details for large guide signs
 - 3. Dimensioning (letters, shields, borders, etc.)
 - 4. Designation of shields attached to guide signs

500.5 Illumination:

The Engineer shall refer to City's Design Standards for Construction and other deemed necessary City approved manuals for design of continuous lighting and safety lighting for all conventional lighting. The Engineer shall include safety lighting as part of each design on each traffic signal. The Engineer shall provide a photometric analysis and coordinate with the City to determine the location of proposed conventional lighting. The Engineer shall provide a preliminary layout for initial review and approval by the City. The Engineer shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. The Engineer shall integrate existing illumination within the project limits into the proposed design.

TASK 600 Traffic Control Design:**600.1 Traffic and Pedestrian Control Plan:**

This scope does not include a traffic nor pedestrian control plan. During the construction phase of the Relser Blvd. Extension, the awarded contractor will be responsible to provide and coordinate a traffic control plan with all corresponding stakeholders while meeting all state and local requirements. If requested by the City during the design phase to include a traffic control plan a supplemental shall be provided to the Engineer for these services.

TASK 700 Retaining Wall Design:**700.1 Retaining Walls and Miscellaneous Structures:**

The Engineer shall generate retaining wall plan and profile sheets along with any miscellaneous retaining wall details needed for this project.

TASK 800 Surveying:**800.1 Topographic Surveys:**

- A. Established horizontal and vertical controls for the roadway corridor.
- B. Conduct field work required for topographic surveys.
- C. Download daily the field data collected and begin AutoCAD file preparation.
- D. The topographic survey shall include as a minimum:
 - a. The apparent right-of-way, all features within the right-of-way, and any relevant features for the roadway corridor within the project limits.
 - b. The survey shall include all visible topographical features including, but not limited to, roadway centerlines, roadway edges, curb lines, driveways, sidewalks, ramps, traffic islands, fences, walls, trees, guardrails, ditch lines, ditch banks, inlets, manholes, pipes, culverts, any other visible drainage and irrigation structures. The topographic surveys shall include 300' upstream and downstream along the arroyos from the proposed right- of-way for two existing arroyos.
 - c. All existing traffic control devices such as traffic signs, pavement markings, signal poles, signal cabinets and ground-boxes shall be included.
 - d. Relevant features within 10 feet outside the ROW, such as edge lines of buildings, canopies, parking areas and fences, large signs, etc.
 - e. Visible utilities, public and private, including utility poles, guy wires, overhead lines, pedestals, cabinets, markers, regulators, meters, valves, fire hydrants, manholes, junction boxes, inlets, etc.
 - f. Underground utility lines, public and private, as marked on the ground by the respective utility companies.
 - g. Underground storm sewer and sanitary sewer lines shall also be verified by opening manholes (if accessible).
- E. Prepare Contour Map and Data TIN File for the roadway corridors

- F. The base maps shall be prepared in accordance to City of El Paso standards for plan drawings, 24"x36" plan format. Base map scale shall be 1 inch = 40 feet. Text shall not be smaller than the minimum allowed by the City of El Paso.

800.2 Boundary Surveys:

- A. Prepare the metes and bounds for the right-of-way acquisition along with the exhibits.
- B. Prepare metes and bounds for two drainage easements along with the exhibits.
- C. Prepare a re-plat of the property to include coordination with the planning the department and attending the CPC meeting.
- D. Prepare a master design file and exhibit of the proposed right-of-way with property ownership information.
- E. Prepare an ALTA survey for the entire two commercial parcels identifying the overall boundary and the portion that will be required for the proposed right-of- way. This information will be provided to the appraiser.
- F. Coordinate with the appraiser regarding meeting at the project site to provide any required information for the appraiser to determine the limits of the proposed right-of-way and the remaining portion of land to remain. Coordinate with the appraiser regarding contract management, schedule and reviewing documents prepared.

TASK 900 Utility Management & Coordination:

900.1 Utility Services and Utility Easements:

Based on the design, the Engineer shall coordinate with all utilities stakeholders, including but not limited to the Public Service Board (PSB), Texas Gas, El Paso Electric, and TxDOT that will be affected by the proposed improvements. The Engineer shall submit all applications to the utilities on behalf of the City of El Paso. However, the City of El Paso shall pay all utility service fees. The Engineer will not pull the installation of service. The installation of the service shall be coordinated by the building contractor. Construction documents shall clearly show all utility company contacts and type of service requested. All utility service requests shall be submitted by the Engineer by or before the construction documents are submitted for bid advertisement. The Engineer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The Engineer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. Resler Blvd. Extension will not have any proposed water nor sanitary sewer utilities along the proposed corridor hence the Engineer will not be responsible for coordinating nor incorporating these design into the final construction documents for bid advertisement under this scope.

900.2 Utility Coordination:

The Engineer shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The Engineer shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The Engineer shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the Engineer and utility companies the need and extent of relocation shall be determined. If a dispute arises the Engineer shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The Engineer in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However, each utility company can request that the City of El Paso include as part

of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and funding is provided. The Engineer shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. The Engineer shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

TASK 1000 Storm Water Pollution Prevention Plan (SW3P):

1000.1 Storm Water Pollution Prevention Plan:

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

TASK 1100 Geotechnical Data Collection:

1100.1 Geotechnical Data Collection:

The Engineer propose to drill three 60-foot deep, three 30-foot deep and two 15-foot deep borings for the proposed bridge, bridge class culvert, retaining walls and roadway extensions between Transmountain Rd. and Dewberry St.

In general, the bridge borings will be spaced at about 350-foot intervals and the pavement borings will be spaced at about 1,000 feet. The borings will be sampled continuously to a depth of 15 feet below existing grade followed by 5 foot intervals to the termination depth of the borings and will be used to determine the site stratigraphy and to obtain samples for laboratory testing. Cohesionless soils will be sampled with the split spoon sampler (with SPT testing) 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.

All boreholes will be backfilled with soil cuttings and bentonite chips to the full boring depth. The Engineer will perform site clearing, if necessary, to access the boring locations. The proposed borings are located outside of the roadway so traffic control will not be needed. The Engineer does not plan to install piezometers. 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 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 and Particle Size Analysis (ASTM D6913) to determine D50 and D95 grain size for scour evaluation. 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.

A geotechnical report of the study will be prepared by an 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 the geotechnical report:

- A. Boring logs and test data,
- B. Groundwater conditions,
- C. Generalized subsurface conditions,
- D. Drilled Shaft Foundation recommendations,
- E. Bridge Class Culvert Foundation recommendations,
- F. Retaining Wall Stability recommendations,
- G. Pavement Design recommendations,
- H. Subgrade preparation and general earthwork recommendations.

1100.2 Phase II Environmental Site Assessment Proposal:

The objective of this work is to investigate activities intended to address the Resler Blvd Extension project area data gaps outlined below:

- A. The current conditions of the landfill and landfill cover have not been visually characterized in detail.
- B. The spatial extent, depth, and variation of waste present in the landfill are unknown. The types of wastes disposed over time are unknown and have not been documented across the full extent of the Site.
- C. The extent of contamination in soil and groundwater/leachate is unknown.
- D. The geotechnical characteristics of soil and bedrock underlying the landfill are unknown.

Additionally, this investigation is designed to determine the current level of COCs associated with the presence of possible contamination thought to be present within the Subject Project Area. The assessment will be performed in general accordance with ASTM E 1903- 19 "Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process." Prior to commencing field work underground utility locating will be performed. An OSHA-required health and safety plan will be prepared in accordance with OSHA Health and Safety protocols as defined in 40 CFR 1910.120. Field operations will be supervised by OSHA trained personnel.

The objective of the assessment is to determine the nature of possible environmental contamination associated with the closed landfill and their possible impact to the design and operation within the Resler Blvd project. It has been determined that impacts (if any) to the project can be assessed with ten borings. Groundwater/leachate samples (if present) will be collected from five temporary monitoring wells.

Drilling and sampling equipment will be decontaminated prior to commencing field activities, between boring locations and upon completion of the project. Decontaminated equipment will also be used to collect each sample. During drilling and sampling, a Photoionization Detector (PID) will be used to monitor the air to ensure that crew breathing air remains within Level D requirements and to screen for potential contaminants.

The ten soil borings will be installed in areas accessible to a truck mounted GeoProbe drilling rig. The soil borings will be continuously sampled from the surface to the boring total depth and screened for evidence of impacts in the field using a photo ionization detector (PID). Two soil sample will be collected from each boring and submitted for laboratory analysis. PID readings, along with visual evidence of impact and a physical description of the soils, will be recorded on a boring log. The soil samples will be obtained for laboratory analysis from the zone of the highest PID readings. If there are no PID readings (above background), a soil sample will be obtained from near the bottom of the boring. Final selection of the samples will also include visual evidence

of impact as well. Method 5035A will be utilized when obtaining soil samples. Soil samples will be placed into laboratory supplied jars or bottles, stored in an ice chest with water ice, and shipped to the laboratory for analysis. A NELAP approved laboratory that will be testing the samples.

Soil and groundwater/leachate samples collected will be analyzed for semi-volatile organic compounds (SVOCs), volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), polycyclic aromatic hydrocarbons (PAHs), total petroleum hydrocarbons (TPHs) and metals (arsenic, barium, beryllium, cadmium, chromium [III and IV], cobalt, copper, lead, nickel, selenium, thallium, vanadium, and zinc).

Subsequent to the drilling and sampling activities, each borehole will be plugged from total depth to the surface using the bentonite chips/grout and patch at the surface. Excess cuttings will be spread on site and not drummed for disposal unless requested. Upon completion of field activities, a report will be prepared summarizing our findings and conclusions following receipt of laboratory data. In general, the report will include:

- A. Boring logs and field sampling documentation;
- B. Figures and/or drawings depicting general and environmental site conditions;
- C. Nature of soil and/or groundwater contamination (if any),
- D. Laboratory data and chain-of-custody documentation,
- E. A discussion of the regulatory issues that are relevant during construction and the time required to develop appropriate plans and permits, if necessary, and
- F. Recommendations for worker health and safety.

TASK 1200 Environmental:
Environmental:

The City has requested the Engineer to provide a scope of work for the planning, design, and construction of a roadway connector between the terminus ends, north and south respectively, of Resler Road. The City has reported to the Engineer that there is an historic landfill within, or abutting, the project area. The specifics of location and materials buried are unknown. A preliminary desktop survey of online data and information did not find any specifics regarding this landfill. Thus, the specific efforts of a Phase I Environmental Site Assessment (Ph-I ESA) and a Phase II Environmental Site Assessment (Ph-II ESA) are part of the Scope of Work (follows). Each will follow ANSI published standards, as well as be adjusted to the specifics of this project needs in consideration of site conditions as would pertain to contaminants and debris (e.g., perhaps rotting materials, controlled substances such as hydrocarbon storage cans, others) may be discovered and documented. Presence would be considered in terms of the specific needs of substructure, foundations, stormwater handling, others, as pertains to bridge and or roadway design, construction, and maintenance. It is not merely the potential exposure of landfilled materials in any excavating, but also possible disturbance by earthwork activities (shaking the ground), vibrations from the future roadway, and what affects this would have on landfilled materials, as to creating a risk potential of a vector exposure being created. This is considered along with other environmental variables such movement rainfall events promoting flows on surface or through leachate, as well as other probable activities. The unknowns are numerous and critical for planning and construction.

The natural pulse rain events create surface washes, flash flooding, which might transport contaminants, in addition the physical force can cause the release of contaminants over time.

The project area shows washes, arroyos, which have developed across the open area, post

landfill closer, the ending of earthwork activities. A review of aerial images going back 30+ years shows the arroyos forming and deepening through time. The predominant direction of these surface flows is to the southeast from the northwest. Flows are seen south of the landfill area, as well as coming directly from the landfill area (presumed, again the specifics of location are unknown). The arroyos start from the eastern and northern edges of the open ground, coming from streets and residential areas. The surface flows terminate at the hard surface and stormwater system associated with SL 375. This stormwater system may connect into Waters of the United States (WOUS), creating a federal nexus as will pertain to permitting. Onsite investigations will clarify this issue, and all relevant permits and consultations will be handled by the Engineer. Land surface scars of anthropogenic activities across the decades are also evident in the project area.

Project Assumptions:

The Engineer will have free and clear authority to collect soil samples, including drilling to depths determined necessary. This will be both to determine foundation needs for bridge and roadway, as well as identify presence of contaminants or other in past landfill activities, be used to estimate risks of exposure to or identify the presence existing laminar flows below the soil surface. The specifics of the number of borings needed cannot be stated without onsite investigations, further the borings performed may indicate the need for additional borings as to determine extents of both natural and anthropogenic materials as would impact design, construction, as well as health, safety, and human welfare of area residents. A determined minimum number will be initially collected. The Geotechnical consultant has recommended ten borings to start.

The drilling and soil sample collection will be done by a subcontractor to the Engineer. A state and federally certified lab in the area will be selected to perform the soil analytics. The Scientist and Engineers will review the laboratory results. The Geotechnical consult will prepare a Draft Phase-II Environmental Site Assessment, which will be reviewed by the Engineer with requested revisions as appropriate. The final Phase-II EA will be submitted to the City through the Engineer.

Environmental & Ecological Services

A. Detailed Desktop Survey

This effort will collect and review data relative to:

- Weather
- Mapped soils
- Mapped wildlife occurrences
- Mapped general habitat
- Mapped critical habitat
- Area contamination sites
- Stormwater system
- Area historic sites
- Area special resources (schools, playgrounds, elder facilities, wells, other)
- Historic weather (local and regional rainfall as could impact surface water flows)
- Historic information on surface flows
- Historic information on area land use activities
- Land use changes, as relates to site impacts (stormwater, debris, other)

This desktop assessment will inform the field planning for the onsite and area review by Scientists. The field plan will be prepared in consideration of the above information and reviewed internally. This will not be a deliverable to the City.

B. Onsite Investigation and Survey

This will be onsite pedestrian surveys of the open land area, as well as adjoining neighborhoods and infrastructure, to review both for site conditions, but potential issues and requirements such as noise studies, visual assessment, etc. This will not be the performance of those analyses. Such analyses can be performed by the Engineer but would be additional services in scope and cost.

These pedestrian surveys will provide 100% visual cover of the open land area. Two scientists will perform the surveys jointly. Data collection and documentation (pictures, recordings, samples, other) will be made as pertain to wildlife use (annually), any wildlife sign (tracks, scat, fur, skin, nests, burrows, other), hydraulic sign (wash, debris, other), vegetation present (listed species, habitat indicators, other), wash-lines/arroyos characteristics of materials as provide indications of flow regimes.

This effort will include a review of structures for potential and existing nesting of protected avifaunal species, including migrants, and for bats, also protected. An evening pedestrian bat survey will be performed using acoustical monitoring equipment, to document any bat calls, presence, and nature of animal activities.

C. Identification of Permitting and Development Authorizations

Based upon information collected reviewed, and assessed, the needs of permitting for the roadway/bridge project will be determined.

A memo to the file, and for inclusion in the Environmental and Ecological Conditions Report will identify permit needs, basis of requirement, agencies, required information, and materials for the completion of the permits. A timeline of permit preparation and submission will be part of the information presented. All assumptions in times, seasons, and as to completeness of environmental information will be included.

Any protected plant species will be collected with GNSS quality GPS. The locations will not be flagged for the continued protection of the plants. Any wetlands, including ephemeral wetlands, will be delineated, and flagged while in the field. AS appropriate any additional location information will be collected at GNSS quality.

Two reports will be prepared for the City at this stage (post Items A, B, and C):

A. Environmental and Ecological Conditions Report

This report will provide documentation, description, analyses, and conclusions related to environmental and ecological conditions within the open land area, with a focus on the roadway/bridge corridor. Subjects considered include:

- Soils – biogeophysical conditions
- Surface hydrology (arroyos, seasonality, ephemeral systems
- Inferred* groundwater (presence, flow directions, seasonal variation) (* Inferred as this will be based upon land surface observations and information found in the desktop survey. It will not include any below ground investigations of water retention, movement, or other.)
- General wildlife usage
- Listed and specifically protected species presence and use
- Wetlands, including ephemeral wetlands
- Hydrologic connectivity of the site to other surface water systems, and potentially WOUS

- Identification of potential conflicts with adjoining properties, including potential general response. [Note: It is beyond this Site report to provide a plan for any public outreach, or creation of materials to support same.]
- General concerns and issues for staging of equipment and roadway/bridge construction
- This report will also include a section summarizing the Ph-I ESA, and implications to the roadway/bridge protection.
- The report will close with any pertinent recommendations as to manner and methods for protections of protected ecological resources. These will relate specifically to the planned actions as part of roadway/bridge construction, maintenance, and operations.
- This report will include identified permitting needs, agencies, and relevant information for the City to be fully apprised of the next actions for securing development authority of the roadway/bridge.

B. Phase-I Environmental Site Assessment (per ASTM E1527-21)

This report will follow the ANSI standard presenting relative data and information, including explanations and relevance of condition to this specific roadway/bridge project.

The Engineer is contracting with a Geotechnical Engineering Firm HVJ to perform the soil boring, sample collection, chain of custody to a State and Federally accredited analytical laboratory and prepare a Phase-II Environmental Site Assessment. The Engineer will review and be lead in selecting boring sites. The Engineer will review draft Phase-II ESA Report, and make any recommendations for additional studies if needed.

Cultural Resources Services:

The scope of work outlined below involves completing cultural resources for the Resler Boulevard Extension Project. The project area is located on private and City of El Paso land in Section 243 of Abstract 10037 (Control Number: 08-009549; File Number 152138), El Paso County, Texas. The project includes construction of an approximately 0.37-mile road extension. The project will require right-of-way acquisition of approximately six acres and crosses three parcels of land. The project crosses a municipal landfill and multiple arroyos. It is assumed that the project would occur within a 2,000-foot-wide corridor, 1,000 feet on either side of the proposed roadway centerline. The proposed project corridor would be approximately 90 acres. It is anticipated that no more than 1,000 feet of the proposed road (approximately 46 acres) would need to be surveyed because of previous disturbance within the project area.

Cultural Resources Investigation:

Due to land ownership falling partially on City of El Paso lands, the project would be expected to be completed to Texas Historical Commission (THC) standards. Initial research of the project area on Texas Archaeological Site Atlas shows a cultural resources survey was conducted in 2019 as part of the Proposed Rancho Las Lomas/Westport Development project. There are no known cultural resources located within the proposed area for the current project. The current proposed project is located within the boundaries of the Elephant Butte Irrigation District; however, no contributing resources associated with that district are present. Therefore, it is anticipated that the level of effort needed for this project would be consultation with THC to confirm no survey will be required. If additional work is required by THC, a change order will be required.

TASK 1300 Public Involvement:

1300.1 Public Involvement:

The Engineer shall assist the City throughout public outreach activities required by the

environmental, ROW acquisition, or City process in providing plans/exhibits showing the proposed improvements and how proposed improvements will affect adjacent property owners and in identification of stakeholders. Two community meeting will be held during the design phase of this project and the Engineer shall be responsible to attend and assist the city with supporting documents for a presentation of the proposed project and answer questions.

TASK 1400 ADA Compliance & Requirements:

1400.1 ADA Compliance and Requirements:

The Engineer shall include and comply with ADA, T.A.S, and Texas Department of Licensing and Regulation requirements. Under this contract the Engineer will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The Engineer shall comply with RAS design comments.

TASK 1500 Bid & Construction Phase Service:

1500.1 Bid Phase Services:

The Engineer shall submit the following for bidding:

- A. Full and complete sealed set of drawings both in hard copy and electronic format
- B. Full and complete sealed set of technical specifications (latest TxDOT specifications) both in hard copy and electronic format
- C. Detailed scope of work both in hard copy and electronic format
- D. Detailed unit price bid proposal form, both in hard copy and electronic format
- E. Detailed real world value cost estimate in hard copy

During the bidding process, the Engineer shall assist the Owner with but not limited to the following items: respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums. The bids shall be advertised as a unit price contract.

1500.2 Construction Phase Services:

During the construction phase, the Engineer shall assist the Owner, on a time and materials basis, with but not limited to the following items:

- A. Responding to all questions from the contractor (requests for information, RFIs)
- B. Providing advice and recommendation to the Owner
- C. Reviewing contractor technical submittals
- D. Participate in "punch list" inspection and provide punch list to Owner
- E. Produce and provide a set of reproducible (11"X17") and electronic format "as-built" drawings.
- F. Attend the weekly construction meeting, to be scheduled by the City Project Manager.

Upon request, The Engineer shall provide the following:

- A. Respond to Requests for Information (RFIs) within three (3) business days.
- B. Conduct weekly project site visits and produce a project observations report within three (3) business days of the project site visit.
- C. Review and approve contractor submittals and shop drawings within three (3) business days at a maximum, or within a schedule previously agreed established by the City Project Manager.
- D. Participate in punch list inspections as scheduled by the City Project Manager.

TASK 1600 Subsurface Utility Engineering:

1600.1 SUE:

The Engineer will perform SUE services required for this project in general conformance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02

(Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are defined in cumulative order (least to greatest) as follows:

- A. Quality Level D (QL "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.
- B. Quality Level C (QL "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.).
- C. Quality Level B (QL "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.
- D. **Quality Level A (QL "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.

Four (4) Test Holes with a **QL "A"** will be performed at locations designated by the Engineer or City no deeper than ten feet (10 ft.). Traffic Control will be required to possibly include an attenuator if Test Holes are within TxDOT property. If Test Holes are within the TxDOT property, Additional Traffic Control will be required to be submitted as reimbursable.

TASK 1700 Landscaping:

1700.1 Landscape:

Proposed landscape improvements will be designed to satisfy the City's programmatic requirements and aesthetic preferences. Design work includes, and is limited to, the design of trees, shrubs, landscape rock, boulders, edging, and irrigation.

Planning:

The Engineer shall assist the Owner in providing schedules for obtaining utility easements, utility service lines and other permits.

The Engineer shall present design to City of El Paso Bicycle Advisory Committee. The Engineer shall comply with requirements set by the Capital Improvement Department Planning Division and TxDOT. Sole sourcing will not be allowed. The Engineer shall prepare both design and performance specifications.

Design Analysis:

The Engineer shall perform design analysis for the project to ensure public safety. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The Engineer shall prepare and provide technical specifications. The specifications shall be based on latest TxDOT specifications. No sole sourcing shall be allowed. All specifications must include the type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The Engineer shall provide both design and performance specifications. Sole sourcing will not be allowed. Engineer to coordinate with directed furniture and equipment vendor to develop performance specifications.

Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements:

If applicable, the Engineer shall include and comply with the City's Sustainable Design Standards and attain LEED "Silver" certification or comparable Green Globes certification. The Engineer shall have a certified LEED AP or Green Globes Professional (GGP) on its team. It is the Engineer's responsibility to register the project with the USGBC or Green Globes Association.

Under a separate contract the Owner will employ the services of a commissioning agency to perform a review of the design documents and inspection of construction. The Engineer shall comply with the commissioning agency comments.

Building Permits, Special Permits, and Other Land Use Permits:

The Engineer shall be responsible for complying with all local, state, and federal building codes. The Engineer shall be responsible for submitting required sets to City of El Paso Development Department for review and approval during final design phase period. The Engineer shall be responsible for obtaining approval from the City of El Paso Planning and Inspections Department before the construction documents are submitted for bid advertisement. The Engineer is responsible to follow up review and approval process with the City of El Paso Planning and Inspections Department. After approval the Engineer will pick up approved plans and store them in a safe place. The Engineer shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. The City of El Paso Planning and Inspections Department shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements when applicable.

The Engineer shall be responsible when applicable for the preparation all documents that include but are not limited to; metes and bounds descriptions, site plans, elevations, floor layouts, and applications for permits, special permits, zoning changes, and land use permits. The Engineer shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

PRODUCTS REQUIRED:**Drawings and Specifications:****Pre-Design Report:**

The Engineer shall submit the following preliminary design report, as applicable:

- Coversheet (100% complete)
- Design Criteria (100% complete)
- Proposed Typical Section (100% complete)
- Horizontal & Vertical Alignment Layout (80% complete)
- Site Plan (80% complete)
- Quantity Summary Sheet (75% complete)
- Engineer's Opinion of Estimate (75% complete)

Upon the completion of the pre-design report, the Engineer shall submit three (3) copies upon request from the City of the preliminary design documents for review and comments and provide an electronic version to the City. If the City considers the submittal as not compliant to the above required completion percentages, the Engineer must resubmit per the above listed requirements. Additional forms might be required as requested by the City.

60% Design Phase:

The Engineer shall submit the following 60% design phase submittal, as applicable:

- Coversheet (100% complete)
- Index of Sheet (100% complete)
- Existing Typical Sections Sheets (100% complete)
- Proposed Typical Sections Sheets (90% complete)
- General Notes (75% complete)
- Quantity Summary Sheet (100% complete)
- Traffic Control Plan Sheet (90% complete)
- Traffic Control Details & Standards (100% complete)
- Survey Control Sheet (100% complete)
- Horizontal Control Plan (100% complete)
- Site Plan (95% complete)
- Demolition Plan (100% complete)
- Roadway Plan & Profile Sheets (80% complete)
- Pedestrian Facilities Plan Sheets (80% complete)
- Grading Plan (80% complete)
- Miscellaneous Roadway Detail Sheets (75% complete)
- Roadway Standards (100% complete)
- Retaining Wall Plan & Profile Sheets (80% complete)
- Retaining Wall Details & Standards (75% complete)
- Drainage Watershed Area Map Sheets External/Internal (100% complete)
- Hydraulic Data Sheets (75% complete)
- Drainage Plan & Profile Sheets (75% complete)
- Culvert Plan & Profile Sheets (75% complete)
- Bridge Scour Data (70% complete)
- Drainage Miscellaneous Details & Standards (75% complete)
- Utilities Test Hole Data Sheets (100% complete)
- Utility Notes and Contact List (100% complete)
- Existing Utility Layout (100% complete)
- Bridge Plan and Profile Sheet (80% complete)
- Bridge Typical Section Sheet (95% complete)
- Bridge Boring Logs Sheets (100% complete)
- Foundation Layout Sheets (75% complete)
- Bridge Detail Sheets & Standards (80% complete)
- Illumination Plan (80% complete)
- Illumination Details & Standards (80% complete)
- Signing and Pavement Marking Plan (80% complete)
- Signing and Pavement Marking Details & Standards (80% complete)
- Traffic Signal Existing Plan (90% complete)
- Traffic Signal Plan (80% complete)
- Traffic Signal Details & Standards (80% complete)
- Storm Water Pollution Prevention Plan (95% complete)
- Storm Water Pollution Prevention Details & Standards (95% complete)
- Landscape Plan (80% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Design Cross Section Sheets (100% complete)

- Engineer's Estimate
- Redlines showing quality control
- Pre Design Report complete action items report and complete review comment forms
- Contract time determination

Upon the completion pre-final design phase, the Engineer shall submit three (3) copies of the 60% design documents upon request from the City for review and comments and provide an electronic version to the City. If the City considers the submittal as not compliant to the above required completion percentages, the Engineer must resubmit as per the above mentioned requirements. Additional forms might be required as requested by the City.

90% Design Phase:

The Engineer shall submit, at a minimum, the following final design phase submittal, as applicable:

- Coversheet (100% complete)
- Index of Sheet (100% complete)
- Existing Typical Sections Sheets (100% complete)
- Proposed Typical Sections Sheets (100% complete)
- General Notes (95% complete)
- Quantity Summary Sheet (100% complete)
- Traffic Control Plan Sheet (100% complete)
- Traffic Control Details & Standards (100% complete)
- Survey Control Sheet (100% complete)
- Horizontal Control Plan (100% complete)
- Site Plan (100% complete)
- Demolition Plan (100% complete)
- Roadway Plan & Profile Sheets (95% complete)
- Pedestrian Facilities Plan Sheets (95% complete)
- Grading Plan (95% complete)
- Miscellaneous Roadway Detail Sheets (95% complete)
- Roadway Standards (100% complete)
- Retaining Wall Plan & Profile Sheets (95% complete)
- Retaining Wall Details & Standards (100% complete)
- Drainage Watershed Area Map Sheets External/Internal (100% complete)
- Hydraulic Data Sheets (95% complete)
- Drainage Plan & Profile Sheets (95% complete)
- Culvert Plan & Profile Sheets (95% complete)
- Bridge Scour Data (90% complete)
- Drainage Miscellaneous Details & Standards (95% complete)
- Utilities Test Hole Data Sheets (100% complete)
- Utility Notes and Contact List (100% complete)
- Existing Utility Layout (100% complete)
- Bridge Plan and Profile Sheet (95% complete)
- Bridge Typical Section Sheet (100% complete)
- Bridge Boring Logs Sheets (100% complete)
- Foundation Layout Sheets (95% complete)
- Bridge Detail Sheets & Standards (95% complete)
- Illumination Plan (95% complete)
- Illumination Details & Standards (95% complete)
- Signing and Pavement Marking Plan (95% complete)

- Signing and Pavement Marking Details & Standards (95% complete)
- Traffic Signal Existing Plan (100% complete)
- Traffic Signal Plan (95% complete)
- Traffic Signal Details & Standards (95% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Storm Water Pollution Prevention Details & Standards (100% complete)
- Landscape Plan (95% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (95% complete)
- Irrigation Layout (95% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (95% complete)
- Design Cross Section Sheets (100% complete)
- Engineer's Estimate
- Redlines showing quality control
- 60% complete action items report and complete review comments forms

Upon the completion final design phase, the Engineer shall submit five (5) copies of the final design documents for review upon request from the City, and comments and provide an electronic version to the City. If the City considers the submittal as not compliant to the above required completion percentages, the Engineer must resubmit as per the above mentioned requirements. Additional forms might be required as requested by the City.

100% Design

The Engineer shall re-submit the 95% documentation with City and comments addressed.

Bidding and Construction:

For bidding purposes, the Engineer shall submit a CD consisting of PDFs and AutoCAD files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before bid opening Engineer shall provide a CD consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

After bid opening and before preconstruction meeting the Engineer shall provide a CD consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications. The Engineer shall also provide ten (10) hard paper copy sets of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

During construction project closeout the Engineer shall produce and provide a set of reproducible (11"X17") and electronic format "as-built" drawings.

Cost Estimates:

The Engineer shall develop and submit the construction cost estimates. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The Engineer's final estimate shall take into account all labor costs that shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council.

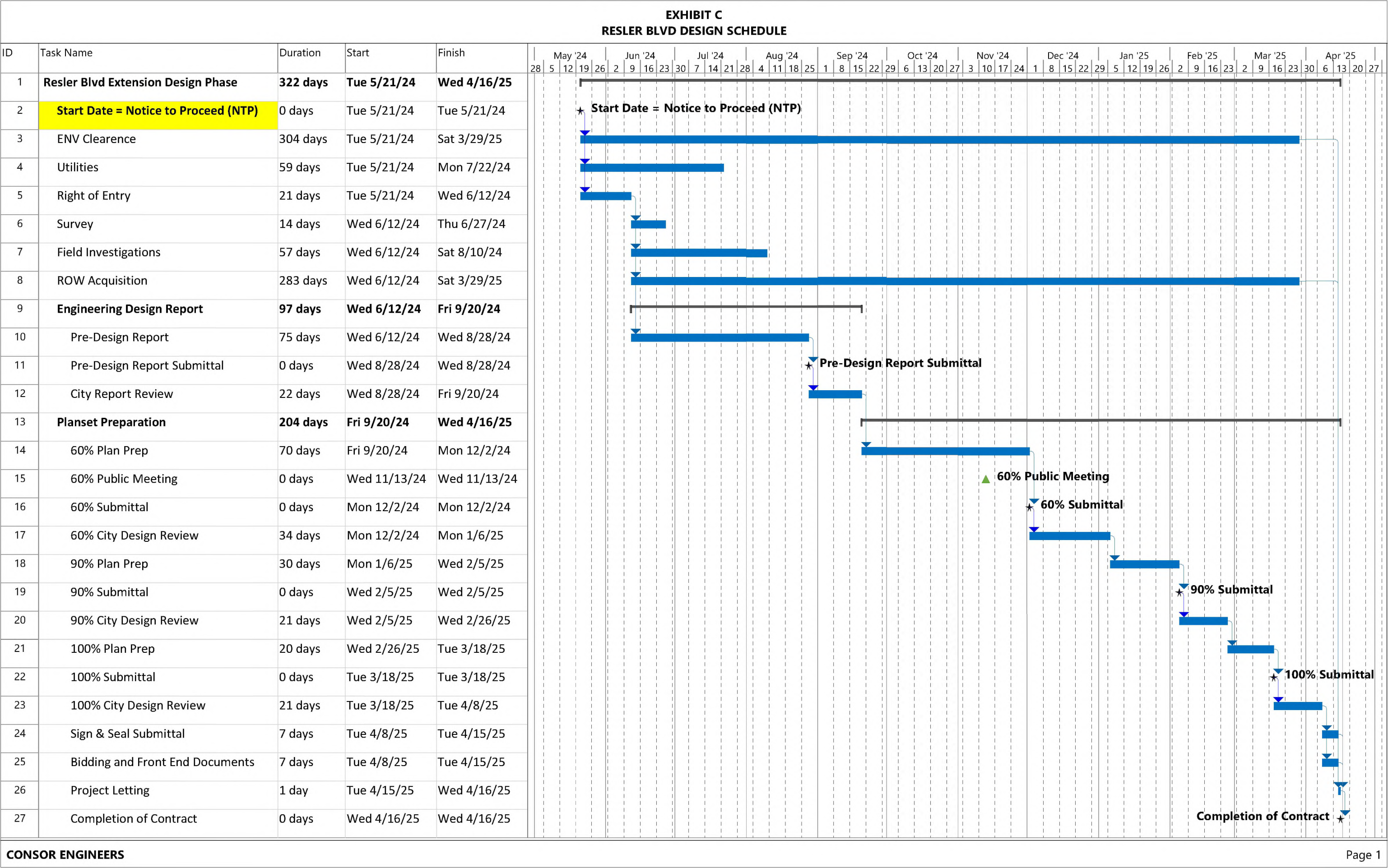
Design Analysis:

Design analysis shall include all engineering calculations for review by the Owner, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

Reproduction:

The Engineer shall be responsible for printing for the different phases and for code review requirements.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES



[illegible]

Lump Sum Design Fee Schedule Breakdown:		
Engineering Design Report Submittal	\$	228,964.48
60% Plan Submittal	\$	320,550.27
90% Plan Submittal	\$	274,757.38
Final Submittal	\$	91,585.79
Sub Total	\$	915,857.92
Specified Rate Bid & Construction Schedule Breakdown:		
Bid Phase Services	\$	13,807.56
Construction Phase Services	\$	78,728.00
Sub Total	\$	92,535.56
Grand Total	\$	1,008,393.48

RESLER BLVD EXTENSION
EXHIBIT D

Firm Name: Consor Engineers, LLC																				
Exhibit D : Fee Schedule																				
Method of Payment: Lump Sum																				
Project: Resler Blvd Extension																				
Item - Task	LABOR CLASSIFICATION																	Total LOE (Hrs)	Total Cost (\$)	
	Project Manager	Principal Scientist	Engineer (Senior)	Sr. Environmental Specialist	Engineer (Project)	Engineer (Design)	Engineer (Structural) - Senior	Engineer in Training II	Engineer in Training I	Utilities Coordinator Senior	Utilities Coordinator	Environmental Specialist III	GIS & RS IV	CADD Operator	Senior Public Involvement Specialist	Junior Public Involvement Specialist	Admin/Clerical			
Contract Rate (Hourly)	\$253.82	\$250.00	\$225.81	\$170.00	\$197.41	\$155.11	\$219.97	\$126.91	\$109.99	\$197.41	\$141.01	\$110.00	\$110.00	\$107.17	\$197.41	\$125.91	\$84.81			
I. MANAGING CONTRACTED ADVANCE PROFESSIONAL ENGINEERING SERVICES																				
TASK 100 - Project Management & Administration																				
100.1 Contract Management and Administration																				
Coordination with the City/State	8		8		8			8										32	\$6,430.00	
Prepare monthly written progress reports	12				6												12	30	\$5,245.62	
Develop and maintain detailed project design schedule	12				8													20	\$4,625.12	
Prepare, distribute and file written and electronic correspondence	12				16													28	\$6,204.40	
Sub contracts, monitor sub consultant activities, invoices	16				16													32	\$7,219.68	
SUBTOTAL	60		8		54			8									12	142	\$29,724.82	
TASK 200 - Roadway Design																				
200.1 Feasibility Studies (Pre-Design Report)																				
Data Collection and Field Reconnaissance	2				8	12		16										38	\$5,978.80	
Design Criteria	2		4		6	8		16										36	\$5,865.98	
Preliminary Cost Estimates	4				8	20		24										56	\$8,742.60	
Preliminary Design Layout	4				8	20		24						40				96	\$13,029.40	
200.2 Geometric Design																				
Preliminary Geometric Layout	2		2		4	6		12										26	\$4,202.08	
Preliminary 3D Corridor Model	2		4		8	12		24										50	\$7,896.52	
200.3 Roadway Design																				
Horizontal Geometry Design	2		2		2	8		8										22	\$3,609.84	
Vertical Geometry Design	2		4		4	12		24										46	\$7,106.88	
Prepare Plan & Profile Sheets	2				4	16		40						32				94	\$12,284.88	
200.4 Typical Sections																				
Existing Typical Section	1				4			16						24				45	\$5,646.10	
Proposed Typical Section	2				6			20						20				48	\$6,373.70	
200.5 Cut and Fill Quantities																				
Refine Preliminary 3D Corridor	1		2			10		18										31	\$4,540.52	
Corridor Cross Section Sheets (Est. 40 Cross Sections @ 50-ft)	1				4	12		24						20				61	\$8,094.02	
Earthwork Calculations	2		4		4	12		24										46	\$7,106.88	
200.6 Plan Preparation																				
Title Sheet	2				8			16						16				42	\$5,832.20	
Index of Sheet	1				8			16						16				41	\$5,578.38	
General Note Sheets	2		4		12			32						16				66	\$9,554.84	
Estimate & Quantity Sheets (E&Q)	2				8	10		20						20				60	\$8,319.62	
Alignment Data Sheets	2				2	6		16										42	\$5,578.40	
Removal Sheets	1				2	6		16						16				41	\$5,324.58	
EPIC Sheet	1				6			12						8				27	\$3,818.56	
Design Standards and Detail Sheets	1		4		8	16		20						20				69	\$9,898.90	
Plan Review (60%, 90%, 100%, Final)	20		8															28	\$6,881.28	
200.7 Construction Schedule (60%, 90%, 100%)	4		2		12	24		8										50	\$8,573.34	
SUBTOTAL	65		40		136	210		446						264				1161	\$169,838.30	
TASK 300 - Bridge Design																				
300.1 Bridge Layout																				
Bridge Layout (including Typical Section)	2				16		4	20						60				102	\$13,514.48	
Foundation Analysis and Design (includes boring log sheet)	1				4		2	8						8				23	\$3,356.04	
300.2 Bridge Detail Summary																				
Estimated Quantities and Bearing Seat Elevations	2				20		16	40						4				82	\$13,480.44	
300.3 Bridge Structural Details																				
Foundation Layout & Details	2				20		8	32						20				82	\$12,420.12	
Abutment Design & Details	2				30		8	40						40				120	\$17,552.90	
Bent Design & Details	2				24		12	20						48				106	\$15,567.48	
Framing Plan & Unit Span Details/Layouts	2				12		8	40						40				102	\$13,999.52	
Miscellaneous Structural Details	2						2	8						8				20	\$2,820.22	
PDF of Bridge Calculations	2				8			16										26	\$4,117.48	
300.4 Bridge Specifications	2				8		4											14	\$2,966.80	
SUBTOTAL	19				142		64	224						228				677	\$99,795.48	
TASK 400 - Drainage Design																				
400.1 Data Collection																				
400.2 Hydrologic Studies	2				4			12	12									30	\$4,140.08	
400.3 Complex Hydraulic Design & Documentation					16			24	24									64	\$8,844.16	
400.4 Scour Analysis																				
HEC-RAS Models	2				24			32	16									74	\$11,066.44	
Storm System Design	2				16			16	32									66	\$9,216.44	
Cross Culvert Design	2				16			16	16									50	\$7,456.60	
H&H Report	2				32			40	16					20				110	\$15,804.40	
400.5 Drainage Plan Preparations	2				4			24										30	\$4,343.12	
400.6 QA/QC																				
External DA Map & Calc Sheets					4			8						16				28	\$3,519.64	
Internal DA Map & Calc Sheets					4			4	16					24				48	\$5,629.20	
Storm System Calcs					8				12					16				36	\$4,613.88	
Hydraulic Data Sheets					4			8	4					16				32	\$3,959.60	
Drainage Plan & Profile Sheets					8			8	16					40				72	\$8,641.20	
Culvert Layouts					16			8	16					32				72	\$9,363.12	
Drainage Detail & Standards					16			16	8					32				72	\$9,498.48	
Quantities					8			8	8					8				32	\$4,331.84	
400.6 QA/QC	24																	24	\$6,091.68	
SUBTOTAL	36				180			224	196					204				840	\$116,519.88	
TASK 500 - Traffic Design																				
500.1 Signing																				
Small Sign Details	1		1		2	4								8				16	\$2,352.05	
Summary of Large Guide Sign & Small Signs	1		1		8	12								8				30	\$4,777.39	
Standards	1		1		2	4								4				12	\$1,923.37	
500.2 Pavement Marking																				
Pavement Markings & Signing Layouts	1		4		16	32								60				113	\$15,708.54	
Summary of Pavement Markings and Signing	1		1		1	2								4				9	\$1,415.74	
Standards	1		1		2	4								4				12	\$1,923.37	
500.3 Traffic signal Study	1		4		12									8				25	\$4,382.54	
500.4 Traffic Signals																				
Existing Conditions Layout	1		1		4				12					16				34	\$4,303.67	
Removal Layout	1		1		2				6					16				26	\$3,248.91	
Ramp Layout	1		1		4				8					16				30	\$3,863.71	
Traffic Signal Layout	1		2		12				24					32				71	\$9,143.16	
Standards	1		1		4				4					4				14	\$2,137.71	
500.5 ILLUMINATION																				
Continuous Illumination Layouts	2		8		20	40								80				150	\$21,038.72	
Voltage Drop Calculations	1		1		4	8								0				14	\$2,509.95	
Circuit Diagrams	1		2		2	4								8				17	\$2,577.66	
Electrical Service Summary/Service Coordination	1		2		8	4								8				23	\$3,762.12	
Photometric Analysis	1		4		24	24								40				93	\$13,903.54	
Illumination Standards	1		1		1	2								4				9	\$1,415.74	
SUBTOTAL	19		37		128	140			54					320				698	\$100,387.89	
TASK 600 - Traffic Control Design																				
Not Part of this Scope																				
SUBTOTAL																		0	\$0.00	
TASK 700 - Retaining Wall Design																				
700.1 Retaining Walls and Miscellaneous Structures																				
Retaining Wall Plan & Profile	2				4	8	8	32						32				86	\$11,788.48	
Miscellaneous Retaining Wall Details	2				2	4	4	16						10				38	\$5,505.04	
SUBTOTAL	4				6	12	12	48						42				124	\$17,293.52	
TASK 900 - Utility Management & Coordination																				
900.1 Utility Engineering and Coordination																				
	3				6	20				14	32							75	\$12,324.18	
SUBTOTAL	3				6	20				14	32							75	\$12,324.18	
TASK 1000 - Storm Water Pollution Prevention Plan																				
1000.1 Develop SWPP Layouts	2				4	6		10						24				46	\$6,069.12	
1000.2 Calculate and Tabulate Quantities (3 Submittals)	2				4	6		12						8				32	\$4,608.22	
SUBTOTAL	4				8	12		22						32				78	\$10,677.34	
TASK 1200 - Environmental																				
1200.1 Environmental																				
Phase-I Environmental Site Assessment		22			28								40	20			4	114	\$17,198.44	
Phase-II Environmental Site Assessment Review Geotechnical Report		20			26									8				54	\$10,300.00	
Waters of the US - Survey and Survey Report		26			40								84	26			4	180	\$25,738.44	
Biological Resources - T&E species, field surveys		32			18								80	20			4	154	\$22,398.44	
1200.2 ROW & Right of Entry Communication	2														10	10		22	\$3,750.84	
SUBTOTAL	2	100			112								204	74		10	10	12	524	\$79,386.16
TASK 1300 - Public Involvement																				
1300.1 Support for Public Meeting 1																				
1300.2 Support for Public Meeting 2	3																			

RESLER BLVD EXTENSION
EXHIBIT D

PROJECT: RESLER BLVD EXTENSION					
CONSOR Engineers, LLC.					
OTHER DIRECT EXPENSES					
Other Direct Expenses	UNITS	UNITS	RATE	COST	
Lodging/Hotel (Taxes/fees not included) (Current state rate)	night	10	\$107.00	\$1,070.00	
Lodging/Hotel Taxes/fees (City/State Tax Rate + Venue tax)	night	10	\$20.00	\$200.00	
Meals (overnight stay required) (Excluding alcohol)	day	9	\$59.00	\$531.00	
Rental Car Fuel (Current rate per gallon)	gallon	40	\$3.89	\$155.60	
SUV or ATV Rental (6+ passengers)	day	6	\$75.00	\$450.00	
Air Travel (Round Trip)	each	2	\$550.00	\$1,100.00	
Parking	day	12	\$15.00	\$180.00	
8 1/2"X11" B/W Paper Copies	each	500	\$0.15	\$75.00	
11"X17" B/W Paper Copies	each	500	\$0.25	\$125.00	
8 1/2"X11" Color Paper Copies	each	145	\$1.00	\$145.00	
11"X17" Color Paper Copies	each	295	\$1.25	\$368.75	
CADD Plotting (B/W)	linear foot	72	\$1.30	\$93.60	
Digital Ortho Plotting	linear foot	100	\$3.25	\$325.00	
Task 1300.1 Support for Public Meeting #1					
4' x 5' Color Boards Mounted on Foamcore	each	10	\$150.00	\$1,500.00	
8 1/2"X11" B/W Paper Copies	each	100	\$0.15	\$15.00	
8 1/2"X11" Color Paper Copies	each	100	\$1.00	\$100.00	
CADD Plotting Roll Map (B&W, Unmounted)	linear foot	40	\$1.30	\$52.00	
Nettags (25)	each	1	\$15.00	\$15.00	
Task 1300.2 Support for Public Meeting #2					
8 1/2"X11" B/W Paper Copies	each	100	\$0.15	\$15.00	
8 1/2"X11" Color Paper Copies	each	100	\$1.00	\$100.00	
CADD Plotting Roll Map (B&W, Unmounted)	linear foot	40	\$1.30	\$52.00	
4' x 5' Color Boards Mounted on Foamcore	each	10	\$150.00	\$1,500.00	
Nettags (25)	each	1	\$15.00	\$15.00	
Task 1300 Public Involvement Support					
Postage via First Class Mail	each	25	\$0.66	\$16.50	
8 1/2"X11" B/W Paper Copies	each	25	\$0.15	\$3.75	
8 1/2"X11" Color Paper Copies	each	100	\$1.00	\$100.00	
Task 1200.2 Stakeholder Support					
8 1/2"X11" B/W Paper Copies	each	50	\$0.15	\$7.50	
8 1/2"X11" Color Paper Copies	each	50	\$1.00	\$50.00	
Postage via Certified Mail	each	25	\$20.00	\$500.00	
TOTAL				\$8,860.70	

PROJECT COSTS	UNIT	BILLING RATE	QTY	TOTAL
Mileage	mile	\$0.67	1,000	\$670.00
Copying (Letter Size)	page	\$0.10	200	\$20.00
11x17 Copies	sheet	\$0.30	200	\$60.00
Blacklines (24 x 36)	sheet	\$1.75	100	\$175.00
TMA	Day	\$1,000.00	0	\$0.00
		TOTAL DIRECT COSTS		\$925.00

**RESLER BLVD EXTENSION
EXHIBIT D**

GEOTECHNICAL FEE ESTIMATE

COEP Resler Blvd. Extension
Client: Consor Engineering, Inc.
HVJ Proposal No. EG2310522
January 16, 2024

COST BREAKDOWN FOR GEOTECHNICAL INVESTIGATION

Field Investigation (3@60', 3@30' & 2@15' borings)

Mobilization/Demobilization (Truck Rig)	1	@	\$2,500.00	lump sum	\$2,500.00
Soil Boring, SPT/Shelby Tube Sampling	300	ft @	\$32.00	per foot	\$9,600.00
Mileage (Pickup truck for staking, logging, water truck)	150	@	\$0.655	per mile	\$98.25
Borehole Backfill	300	ft @	\$10.00	each	\$3,000.00
Site Clearing	1	day @	\$2,000.00	per day	\$2,000.00
Technician (logging, staking, one call, and field coordination)	50	hr @	\$65.00	per hour	\$3,250.00
EIT (Permits and Field Coordination)	8	hr @	\$96.00	per hour	\$768.00
			Subtotal		\$21,216.25

Laboratory Testing *

Moisture Content (ASTM D-2216)	75	@ \$	12.00	each	\$900.00
Unconsolidated Compression (ASTM D-2166)	20	@ \$	75.00	each	\$1,500.00
Atterberg Limits (ASTM D-4318)	30	@ \$	65.00	each	\$1,950.00
Percent Passing #200 Sieve (ASTM D-1120)	50	@ \$	45.00	each	\$2,250.00
Sieve Analysis (ASTM D 422)	10	@ \$	65.00	each	\$650.00
Determining Sulfate Content in Soils - Colorimetric Method	2	@ \$	150.00	each	\$300.00
			Subtotal		\$7,550.00

Project Management, Engineering Analyses, Report Preparation

Senior Engineer, PE	10	hr @	\$205.00	per hour	\$2,050.00
Project Engineer, PE	50	hr @	\$155.00	per hour	\$7,750.00
Engineer in Training	60	hr @	\$96.00	per hour	\$5,760.00
Administrative Assistant	4	hr @	\$50.00	per hour	\$200.00
			Subtotal		\$15,760.00

TOTAL GEOTECHNICAL SERVICES

\$44,526.25

*Note: The number and type of tests performed will depend on the actual soil conditions encountered.

RESLER BLVD EXTENSION
EXHIBIT D

Resler Boulevard Extension Project Phase II ESA HVJ Associates Project Number: HE2310522										HVJ ASSOCIATES, INC.			
Phase II ESA			Principal	Project Manager	Geologist	Administrative Assistant	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost \$)			
Proposal Breakdown													
Date:	March 28, 2024												
Task No.	Task Description		Billing Rate per Hour										
			\$210.00	\$125.00	\$105.00	\$65.00	* LEVEL OF EFFORT						
Environmental Site Assessment, (ESA II)													
Field Exploration													
1	Mobilization / Demobilization						LS	1	\$525.00	\$525.00			
2	Drilling including the below items						DAY	4	\$2,625.00	\$10,500.00			
	Temporary Well Installation						FT	130	\$5.00	\$650.00			
	Backfilling						FT	260	\$7.00	\$1,820.00			
	Drums						1	0	\$127.50	\$0.00			
3	Sampling Supplies						LS	1	\$500.00	\$500.00			
4	Equipment Rental						DAY	4	\$150.00	\$600.00			
5	Waste Storing / Disposal / Transportation / Analysis (Pending Results- Current cost is based on non-hazardous and 1 drum disposal)						LS	0	\$2,250.00	\$0.00			
Laboratory Testing													
6	Moisture						EA	10	\$7.50	\$75.00			
7	TPH - Soil						EA	20	\$70.00	\$1,400.00			
8	SVOC - Soil						EA	20	\$190.00	\$3,800.00			
9	VOC - Soil						EA	20	\$120.00	\$2,400.00			
10	PCBs (polychlorinated biphenyls) - Soil						EA	20	\$105.00	\$2,100.00			
11	PAH - (polycyclic aromatic hydrocarbons) - Soil						EA	20	\$200.00	\$4,000.00			
12	Metals -Soil						EA	20	\$100.00	\$2,000.00			
9	TPH - Water						EA	5	\$70.00	\$350.00			
10	SVOC - Water						EA	5	\$190.00	\$950.00			
11	VOC - Water						EA	5	\$120.00	\$600.00			
12	PCBs (polychlorinated biphenyls) - Water						EA	5	\$105.00	\$525.00			
13	PAH - (polycyclic aromatic hydrocarbons) - Water						EA	5	\$200.00	\$1,000.00			
14	Metals - Water						EA	5	\$100.00	\$500.00			
Traffic Control													
15	Flagmen and Lane Closure (if required)						DAY	0	\$750.00	\$0.00			
Engineering and Management													
16	Permits and Staking				4					\$420.00			
17	Field Work and Coordination			6	40					\$4,950.00			
18	QA/QC		4	6	2					\$1,800.00			
19	Report			4	24	4				\$3,280.00			
	Sub-total Hours		4	16	70	4							
** Reimbursable Expenses													
20	Travel and Per Diem									\$1,500.00			
										Total			
										\$46,245.00			

Services to be provided by CONSOR

The Client shall furnish the following information, as available, at no cost to CobbFendley:

1. Provide plans showing the project limits, alignment, benchmarks, project control data, profile, cross section information and test hole locations (if applicable).
2. Right-of-Entry (ROE) if required.
3. Lists of utility and/or agency contact persons, if known.
4. Other available utility information or assistance as appropriate.
5. Provide utility line style and symbology CAD Standards, if desired.

Schedule

CobbFendley can commence work within two (2) weeks of receiving the notice to proceed (NTP). Field work must be preceded by a "One Call" ticket and a mandatory 48-hour clearance period. For QL "A" test holes within pavement, a City dig permit will be required. Once the dig permit and clearance period have been obtained, the QL "A" test hole field work is estimated to be completed within five (5) working days. The QL "A" deliverables can be submitted within ten (10) working days after the survey has been completed.

Basis of Compensation

The total estimated fee to complete the scope of work described herein is **\$9,275.00**.

If this summary is acceptable, please sign below and forward along with NTP. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Jesus A. Ramos, Jr., P.E.
Senior Project Manager

CONSOR

Signature

Name & Title

Date

Cc: Sean Wolfe, P.G., Principal-In-Charge

RESLER BLVD EXTENSION EXHIBIT D

3.0 FEE

The fee is \$18,130, broken down as follows:

Phase	Role	Hours	Hourly Rate	Fee
60% PS&E	Principal / Landscape Architect	6	\$ 180	\$ 1,080
	Project Manager	18	\$ 110	\$ 1,980
	Landscape Designer / CAD Drafter	56	\$ 60	\$ 3,360
60% PS&E Fee				\$ 6,420
90% PS&E	Principal / Landscape Architect	5	\$ 180	\$ 900
	Project Manager	16	\$ 110	\$ 1,760
	Landscape Designer / CAD Drafter	48	\$ 60	\$ 2,880
90% PS&E Fee				\$ 5,540
100% PS&E	Principal / Landscape Architect	4	\$ 180	\$ 720
	Project Manager	12	\$ 110	\$ 1,320
	Landscape Designer / CAD Drafter	40	\$ 60	\$ 2,400
100% PS&E Fee				\$ 4,440
Bidding + CA	Principal / Landscape Architect	2	\$ 180	\$ 360
	Project Manager	7	\$ 110	\$ 770
	Landscape Designer / CAD Drafter	10	\$ 60	\$ 600
B + CA Fee				\$ 1,730
TOTAL FEE				\$ 18,130

Invoices are rendered at the completion of each stage of work and are due within 45 days.

4.0 ADDITIONAL SERVICES

Please note that the fee includes three submissions maximum. Additional redesign based on additional revised site plans and revisions to the design requested after approval to proceed has been will be viewed as an additional service.

Assuming you find this proposal satisfactory, please sign below where indicated and return.

Regards,

Jonathan Matthews | RLA, LI, SITES AP, LEED Green Associate
THE DRY LAND
915 887 7893
jonathan@thedryland.com

.....
Approved by Authorized Agent on behalf of Consor

X _____ Date _____
ISSUING THE DRY LAND DIGITAL FILES OF THE SITE PLAN SO THAT THE DRY LAND CAN BEGIN DESIGN WILL CONSTITUTE ACCEPTANCE OF THIS PROPOSAL, EVEN IF THE PROPOSAL IS NOT SIGNED.

JULIE ERICSON GEREDA
ARCHITECT / REGISTERED ACCESSIBILITY SPECIALIST, LLC

February 28, 2024

Mr. Adrian Molina, PE
Project Engineer
Conzor Engineering
1501 North Mesa, Suite 200
El Paso, Texas 79902

RE: Proposal for Accessibility Plan Review and Inspection
Resler Extension El Paso, Texas

Dear Mr. Molina,
Thank you for the opportunity to provide a proposal to provide you with the TAS Plan Reviews and Inspection for the above referenced project.

Based on my standard fee schedule and the reported estimated construction cost of \$14,000,000, my proposed fee is as follows:

TDLR Filing Fee	\$ 200.00
TAS Plan Review Fee:	<u>\$ 1,400.00</u>
TAS Inspection Fee:	<u>\$ 1,600.00</u>
Total:	<u>\$ 3,200.00</u>

Once the project plans are complete and ready for permit, I will be available to begin and complete the work within your expected requirements. TDLR filing fees and plan review fees are due at the time of submission. Inspection Fees are due when the project construction is complete.

Please let me know if you have any questions, comments or concerns. I look forward to this opportunity to work with you. Thank you for this opportunity.

Sincerely,



Julie Ericson Gereda
Architect
Registered Accessibility Specialist #222



ENVIRONMENTAL CONSULTANTS

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7770 Jefferson Street NE, Suite 410
Albuquerque, New Mexico 87109
Tel 505.254.1115 Fax 505.254.1116
www.swca.com

March 29, 2024

Kerry Winkler

Conсор

Associate VP/Technical Practice Leader Environmental Central Region

Via Email: Kerry.Winkler@consoreng.com

Re: Proposal for Cultural Resources Services for the Resler Boulevard Extension Project, El Paso County, El Paso, Texas

Dear Ms. Winkler:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of work and cost estimate for cultural resources services to support the Resler Boulevard Extension Project in El Paso County, El Paso, Texas. The cost to complete the proposed task, as detailed in the attached scope of work, is a **Not-to-Exceed** total of **\$2,000**.

Thank you for providing us with the opportunity to work with you. If the scope of work and cost estimate are acceptable to you, please send us the required documentation under our existing contract to indicate notice to proceed. After receipt of this signed documentation, SWCA will be able to start work immediately. If you have any questions regarding this proposal, please call me at (505) 431-2564.

Sincerely,

A handwritten signature in black ink that reads "Kimberly A. Parker". The signature is written in a cursive, flowing style.

Kimberly A. Parker

Cultural Resources Program Director

Attachments: Scope of Work

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

For the “**ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION 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

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

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

BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “**ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION PROJECT**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$1,008,393.48** 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

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 **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.


PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

ATTACHMENT "E"
INSURANCE CERTIFICATE

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/31/2024 1/16/2024			
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small>							
<small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</small>							
PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com			CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____				
			INSURER(S) AFFORDING COVERAGE				
INSURED 1407115 Consor Engineers, LLC 155 North Wacker Dr, Ste 4150 Chicago IL 60606			INSURER A: The Continental Casualty Company		20443		
			INSURER B: Great American Insurance Company		16691		
			INSURER C: National Fire Insurance Co of Hartford		20478		
			INSURER D: AXIS Surplus Insurance Company		26620		
			INSURER E: Travelers Property Casualty Company of America		25674		
			INSURER F:				
COVERAGES CERTIFICATE NUMBER: 20207375 REVISION NUMBER: XXXXXXXX							
<small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>							
INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <small>GEN'L AGGREGATE LIMIT APPLIES PER:</small> <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <small>OTHER:</small>	Y	N	7036360752	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	7036360766	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED: RETENTION \$	N	N	TUE 3274463 04	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7036465081 (AO5) 7036441746 (CA)	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional & Environmental Liab.	N	N	EBZ634816/01/2023	12/31/2023	12/31/2024	\$10,000,000 per Claim \$10,000,000 Aggregate
E	Excess Liab.	N	N	EX-6X767086-23-NF	12/31/2023	12/31/2024	Deductible: \$500,000 \$5M occ / aggr
<small>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) R.E. Consor Project No. D233473TX.00; City of El Paso Solicitation #2024-0198R, Engineering and Design Services for the Reeler Blvd Extension Project. City of El Paso is included as additional insured on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.</small>							
CERTIFICATE HOLDER				CANCELLATION See Attachment			
20207375 City of El Paso 218 N Campbell St, 2nd Floor El Paso TX 79901				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 