

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

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

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: *Gvette Hernandez*

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



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

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2024-0687R
AE SERVICES FOR THE MODESTO GOMEZ CENTRAL FLAT FIELDS PROJECT

CONSULTANT	CEI	COUNTRYMAN	MNK
Rater 1	49.5	89.5	20
Rater 2	42	82	38
Rater 3	78	77	74
Total Rater Scores	169.5	248.5	132
References	6.6	7.67	3.3
Overall Score:	176.1	256.17	135.3

Rankings	Consultant
1	COUNTRYMAN
2	CEI
3	MNK

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 Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), for a project known as “Architectural and Engineering Services for the Modesto Gomez Central Flat Fields Project” for an amount not to exceed **\$890,015.00**; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$990,015.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED this _____ day of _____ 2025.

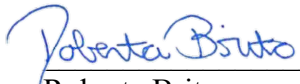
CITY OF EL PASO:

Renard U. Johnson, Mayor

ATTEST:

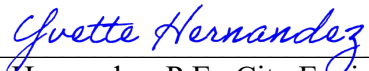
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2025 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 Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Architectural and Engineering Services for the Modesto Gomez Central Flat Fields 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 **\$890,015.00** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment “C”** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

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

3.2 CONSULTANT’S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

3.3 CONSULTANT’S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment “D”**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant’s fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is \$5,800,000.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the

requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees

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

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
 \$1,000,000.00 Per Occurrence
 \$1,000,000.00 Products/Completed Operations
 \$1,000,000.00 Personal and Advertising Injury

- b) **AUTOMOBILE LIABILITY**
 Combined Single Limit
 \$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

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

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

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

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

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

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal,

state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, shall apply.

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: Countryman & Co PLLC
 Jennifer Countryman
 108 S. Stanton. 3rd Floor
 El Paso, Texas, 79901

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

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

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

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

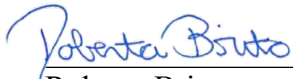
(SIGNATURES BEGIN ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

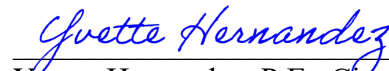
Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2025,
by **Dionne L. Mack**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on the following page)

CONSULTANT:

By: [Signature]
Name: Jennifer Countryman
Title: Architect / Owner

ACKNOWLEDGEMENT

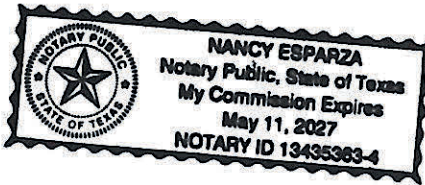
THE STATE OF TX §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 16th day of January, 2025,
by Jennifer Countryman, Architect / Owner, on behalf of Consultant.

[Signature: Nancy Esparza]
Notary Public, State of Texas

My commission expires:

5/11/27



ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT “A” SCOPE OF SERVICES

The architectural and engineering service contract will be utilized for the commission of all customary architectural and engineering services specified for the Modesto Gomez Flat Fields Project. These services will include Schematic Design, Design Development, and Construction Documents phases, as well as any necessary supplementary services. The scope of services and deliverables may include, but are not limited to:

- Improvements to existing facilities, including other amenity improvements (e.g., parking areas, restroom/concession facilities, roadway, etc.)
- Multi-use Artificial Turf fields (e.g., combination football and soccer fields)
- Capital Project Design Development
 - A. 10% Design – Schematic Plans, design matrix
 - B. 30% Design – Plans and preliminary engineer’s estimate
 - C. 60% Design – Plans, specifications, and preliminary engineer’s estimate
 - D. 90% Design – Plans, specifications, and engineer’s estimate
 - E. Final design package – Plans, specifications, and engineer’s estimate
- Coordination with potential synthetic turf vendors/contractors to determine optimal construction methods and timing
- Land Entitlements (e.g. any title works necessary)
- Obtain all necessary permits including City site development permits and TCEQ water quality and municipal solid waste permits.
- Coordination and Oversight of Sub-consultants, Service Providers, and Contractors
- Utility Coordination
- Programming and Space Planning
- Design Analysis and Briefs/Basis of Design reports
- Design/Construction Delivery Strategy Development
- Charrettes, Public Presentations, Graphic Design, Mapping and Information Graphics
- Virtual/On-line Project Team Meetings and Community Engagement
- Architectural Modeling and Rendering
- Building/Facility Conditions Assessments
- Feasibility Assessments
- Tactical Urbanism Design
- Cost Estimating and Budget Verification
- Code Analysis
- Sustainability Consulting
- Bid Support Services
- Construction Administration
- Accessibility Design
- As-Builts, BIM models, and digital project records
- Other architectural functions, assignments, and analyses as requested
- Monthly status reports on project. Reports shall include project progression, completion, and percentages and invoices billed and paid.

Performance of Scope

The objective for all services is to deliver an exceptional design for the construction of Modesto Gomez Flat Fields in El Paso. The consultant's tasks for this project shall include:

- **Assembling, coordinating, and overseeing** a project team of subject matter experts, including those with specific expertise in decommissioned landfill re-development, outdoor recreational & sports field design, and environmental engineering.
- **Overseeing field investigations** relevant to the project, with special emphasis on the geotechnical investigation to assess landfill stability as well as environmental assessments to ensure safety and compliance, land surveys, and any necessary archaeological/historic resource evaluations.
- **Producing construction and/or permit drawings and specifications** tailored for building on a decommissioned landfill, ensuring that all documents are coordinated, complete, within budget, and constructible, with special consideration for the unique challenges of the site.
- **Developing schedules** for the project phases and monitoring schedule performance, including recommending mitigation measures for any delays that may arise due to the complexities of building on a landfill.
- **Developing and managing the project budget**, continuously monitoring budget performance, and recommending strategies to mitigate cost overruns while enforcing compliance with the project budget.
- **Collaborating closely with the Capital Improvement Department** and other relevant City departments to proactively identify and address project requirements, constraints, and risks, ensuring successful and timely project completion within budget.
- **Proactively recommending cost-effective and innovative approaches** to resolve issues, particularly those arising from the challenges of constructing on a landfill, and optimizing the project's outcomes within the established constraints.
- **Implementing creative design and project delivery strategies** to maximize the functionality and aesthetic integration of the sports fields within the surrounding communities and neighborhoods, ensuring that the development enhances connectivity and complements the local environment.
- **Employing current and appropriate technologies**, including BIM, presentation software, and virtual meeting platforms, to produce exceptional work. The sub consultants are also expected to adhere to these standards.
- **Ensuring that the project aligns with the relevant department's mission**, complies with best practices, and contributes positively to the built environment, with a focus on quality of design, connectivity, and accessibility, especially considering the landfill's unique characteristics.
- **Identifying opportunities during project development** that align with the City's strategic goals, ensuring that the sports fields contribute to broader community and environmental objectives.
- **Performing feasibility studies, structural analysis, and design analysis** as required, with particular emphasis on the structural and environmental challenges associated with constructing on a landfill. These studies shall include research, database creation, and the production of reports, investigations, drawings, sketches, and cost estimates, as well as descriptions of alternatives, estimates, conclusions, and recommendations.
- **Preparing and refining scopes, plans, specifications, and cost estimates** specifically for the design of the artificial turf and associated infrastructure, ensuring that all elements are suitable for the unique landfill site.

- **Providing constructability reviews** to ensure the project can be bid on and operated effectively, with a focus on resolving any inconsistencies or ambiguities in the plans and specifications, particularly those related to the landfill's unique conditions. The firm shall also provide prompt responses to Requests for Information (RFIs).
- **Reviewing shop drawings, materials, fixtures, and equipment submittals**, making recommendations for approval or disapproval, ensuring all components are suitable for use in the specialized landfill environment.
- **Participating in regular meetings** and conferences, both live and virtual, that are pertinent to the project. This includes preparing for and attending periodic meetings requested by the City to discuss questions and issues related to the work being performed by the firm.

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

City of El Paso Capital Improvement Department
Alan Muñoz, Engineer Associate
218 N. Campbell St. | Second Floor | El Paso, Texas 79901
munozad@elpasotexas.gov | 915.979.7189

January 15, 2025

Architectural and Engineering Services for the
Modesto Gomez Central Flat Fields Project
4600 Edna | El Paso, Texas 79905

Dear Mr. Muñoz -

Thank you for the opportunity to submit this fee proposal. We understand your architectural and engineering needs at this time are for the analysis of a landfill and the design of a park atop it, a project located at Modesto Gomez Park, 4600 Edna, El Paso, Texas 79905, with an area of approximately 27.2 Acres.

Work Plan | Schedule

Based on our conversation on November 7, 2024, we respectfully propose to deliver the project as per the following phases, i.e., Work Plan | Schedule. Community Meetings are presumed to be attended by Architect, Landscape Architect, and by TetraTech. Renderings, three, are included. Assistance with TCEQ Solid Waste Permits, by TetraTech, and assistance with TCEQ Non Solid Waste Permits (SWPP), by SLI.

Phase 1 . PROJECT CHARACTERISTICS INVESTIGATION & REGULATORY REQUIREMENTS . 6 Mos | 1 Community Meetings

- . Survey. Existing Conditions
- . Re-Platting | Re-Zoning
- . Geotechnical Investigation & Geophysical Analysis by Geotech
- . Establish Method to Bring Park into TCEQ Compliance
- . Determine What Can Remain
- . 10% Design – Schematic Plans, design matrix
- . Analyze Budget | Develop Phasing Strategy
- . 30% Design – Plans, Prelim. Engineer's **Estimate 1**
- . **Initial Community Engagement Meeting**

Phase 2 . DESIGN . 6 Mos | 2 Community Meetings

- . 60% Design – Plans, Specs, Prelim. Engineer's **Estimate 2**
- . 90% Design – Plans, Specs, Prelim. Engineer's **Estimate 3**
- . Final Design Package – Plans, Specs, **Estimate 4**
- . Submit for Permitting, TDLR Review and Bidding

Phase 3 . BIDDING SUPPORT . 6 Mos

Phase 4 . CONSTRUCTION ADMINISTRATION . 6 Mos from Contractor's NTP

- . Survey . Liner Subgrade
- . Survey . Top of Protective Layer of Lining | Grading
- . Survey . Final Surface
- . RFIs, ASIs, and Submittals
- . Attendance at Weekly Consultant Meetings by Architect | Consultants as Deemed Necessary by the Architect
- . Weekly Field Observation Reports by Architect | Bi-Monthly from Consultants
- . Change Order and Pay Application Reviews
- . Punchlist and Backcheck
- . As-Builts
- . *Fee includes 4 trips from TetraTech. 10 Day notice required.*

Park Design Requirements | Scope of Work

We further understand the following to be your specific goals for the design of the park itself:

Architectural | Park Design

- . Existing Restroom Building. Demolished.
- . New Restroom Building.
May be prefabricated, and elevated, to avoid settling problems, and isolate plumbing from settling.
- . Family Restroom. Not required.
- . Water Fountains. To be provided at building.

- . Pet Water Fountains. Excluded.
- . Concession Stand. None.
- . Vending Machines. None.
- . Fields. 2 New artificial turf fields.
- . Each to be combination American Football and Soccer.
- . New Field Bleachers.
- . New Field Fencing. To enclose each field.
- . Existing Baseball Fields. City wants asphalt to remain.
- . Unsure if they can remain. Possibly add bleachers.
- . Places of Respite. Add park benches and pre-fab shade structures.
- . New to Remain: 4 Benches, 4 Trash Cans, Bike Rack.
- . Walking Path. New sections to remain.
- . Expand to add connectivity.
- . Playground. None. Demolish. Do not replace.

Civil – Local

- . Roadway Improvements. None. Edna recently re-done.
- . Parking Lot. Re-done. Accessibility issues.
- . May be expanded.
- . Asphalt in Front of Baseball Fields. Recently patched. To remain.

Sports Field Designer

- . Will include stormwater design under field, which local civil shall design connection and system to.
- . Field elevations shall be provided by local civil.

Landscape.

- . Trees around path a priority.

Irrigation.

- . New Fields (2). Will be irrigated.
- . Remainder of Park. Will be irrigated.
- . Site has reclaimed water irrigation system.

Mechanical-Plumbing

- . New Building. Protections against settlement and movement.
- . No existing domestic water or sewer.
- . Sewer Connection. Line broken 40' outside building.
- . Nearest connection 1,000 ft. away at Francis and Edna.

Electrical | Lighting.

- . Existing Baseball Fields. Currently being lit by Musco.
- . City to provide plans. To be completed in March.
- . New Fields (2). Will be lit.
- . Path Lighting. Solar bollards.
- . Parking Lot Lighting. Possibly re-used.

Compensation Countryman & Co. carefully calculated our fees for this project based effort, hourly rates, and consultant proposals. We respectfully request compensation as broken down below:

	Phase 1 Investigation 30% Design <i>6 Mos Duration</i>	Phase 2 Design <i>6 Mos Duration</i>	Phase 3 & 4 Bidding & CA <i>6 Mos Duration</i>
1. Countryman & Co. . Architecture PM	\$ 70,701.50	\$ 70,701.50	\$ 36,000.00
2. TetraTech . Environmental & Civil	\$ 244,248.00	\$ 82,540.00	\$ 40,684.00
3. SLI . Local Civil Engineering	\$ 18,432.00	\$ 43,008.00	\$ 12,660.00
4. SLI . Surveying	\$ 26,960.00 – Survey 1	\$ 0.00	\$ 44,280.00 – 2,3,4
5. SLI . Re-Platting	\$ 10,600.00	\$ 0.00	\$ 0.00
6. SLI . Re-Zoning	\$ 2,960.00	\$ 0.00	\$ 0.00
7. The Dry Land . Landscape	\$ 19,200.00	\$ 57,600.00	\$ 7,500.00
8. Hellas . Artificial Turf Fields	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
9. Harder Structural . Structural	\$ 800.00	\$ 3,500.00	\$ 1,800.00
10. Alpha Engineering . Electrical	\$ 12,000.00	\$ 20,000.00	\$ 8,000.00
11. Fluid Systems . Mech-Plumbing	\$ 1,805.00	\$ 1,965.00	\$ 910.00
12. Cumming Group . Estimating	\$ 6,750.00 – Estimate 1	\$ 23,200.00 – 2,3,4	\$ 0.00
13. Fokus . Accessibility	\$ 0.00	\$ 3,210.00	\$ 0.00
Fee by Phase	\$ 420,456.50	\$ 311,724.50	\$ 157,834.00
Total Proposed Lump Sum Fee	\$ 890,015.00 (Less than 15.5% of a \$5.8 Million Construction)		

All services provided are as per the Consultant Fee Proposals attached to this fee proposal, and their inclusions and exclusions.

Additional Services All professional services included in this fee proposal are provided as per the terms and conditions of the consultant proposals, provided as an attachment to this document. This fee proposal excludes services not specifically referenced in the proposal, and extension of service delivery times, beyond durations quantified in the proposal. Services specifically excluded that would incur Additional Services would include re-designing, i.e., making dramatic changes, after acceptance of design at an approved milestone, whether by the City CID, End-User Dept, Historic Landmark Commission, or other entity or person. A PR agency, as per our discussion, has been excluded from the consultant team. That said, there are Additional Services and fees that were discussed during our November 7, 2024 meeting with the City of El Paso, that are anticipated and required for the execution of this project. Below is a list of those anticipated services and expenses, and they were agreed to be covered:

- Title Work | Land Entitlements *by City of El Paso (Our Civil Engineer has obtained these from the City before.)*
- Geotechnical Investigation & Geophysical Analysis *by Geotech by City of El Paso | Not Included*
- *If an Underground Storm Water System is needed to be designed by SLI, add \$11,160.00.*
- *If a Traffic Impact Analysis is needed by SLI, add \$29,260.00.*
- Fees incurred by the Authorities Having Jurisdiction *by City of El Paso | Not Included*
- Community Meetings and Presentations *As Listed in the Work Plan | Schedule*

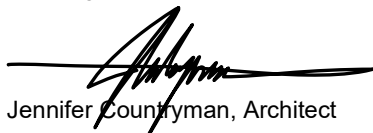
Information Needed From Owner

1. Musco Lighting Drawings, if project is still moving forward.

Reimbursable Expenses Reimbursable expenses such as hard copies and fees incurred by the Authorities Having Jurisdiction are billed to the client at cost, plus 10%. All submittals are anticipated to be electronic.

We hope that you find this fee proposal acceptable. If so, if you could please let us know by signing below and emailing back. If you'd like to continue visiting about the proposal, or have questions, just give us a call. We look forward to working with you.

Kind regards,



Jennifer Countryman, Architect

HOURLY BREAKDOWN

Client City of El Paso Capital Improvement Department
 Alan Munoz, Engineering Associate
 218 N. Campbell | Second Floor | El Paso, Texas 79901
 915.979.7189 | munozad@elpasotexas.gov

Project Name Modesto Gomez Park

Phase 1 - 30% Design																
	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	TOTAL			
Importing Drafting As-Builts In REVIT	Principal Architect	\$262.00	0	\$0.00	PM Production Lead	\$144.00	24	\$3,456.00	Production Technician II	\$116.00	24	\$2,784.00				
Setting up Cartoon Set	Principal Architect	\$262.00	0	\$0.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	2	\$232.00				
Demolition Drawings	Principal Architect	\$262.00	4	\$1,048.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	12	\$1,392.00				
Production	Principal Architect	\$262.00	8	\$2,096.00	PM Production Lead	\$144.00	42	\$6,048.00	Production Technician II	\$116.00	118.5302	\$13,749.50				
Coordination Collaborative work wuth Consultants	Principal Architect	\$262.00	8	\$2,096.00	PM Production Lead	\$144.00	10	\$1,440.00	Production Technician II	\$116.00	12	\$1,392.00				
Identification of Conditions and Detail Development	Principal Architect	\$262.00	8	\$2,096.00	PM Production Lead	\$144.00	42	\$6,048.00	Production Technician II	\$116.00	40	\$4,640.00				
Specifications	Principal Architect	\$262.00	0	\$0.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00				
Incorporation of Consultant Work	Principal Architect	\$262.00	4	\$1,048.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	8	\$928.00				
Consultant Coordination Meetings	Principal Architect	\$262.00	6	\$1,572.00	PM Production Lead	\$144.00	6	\$864.00	Production Technician II	\$116.00	6	\$696.00				
Redlines Pick-Up Coordination Quality Assurance	Principal Architect	\$262.00	12	\$3,144.00	PM Production Lead	\$144.00	24	\$3,456.00	Production Technician II	\$116.00	0	\$0.00				
Client Meetings	Principal Architect	\$262.00	13	\$3,406.00	PM Production Lead	\$144.00	12	\$1,728.00	Production Technician II	\$116.00	0	\$0.00				
Project Administration	Principal Architect	\$262.00	5	\$1,310.00	PM Production Lead	\$144.00	4	\$576.00	Production Technician II	\$116.00	0	\$0.00				
				Sub-Total	\$17,816.00				Sub-Total				\$27,072.00	Sub-Total	\$25,813.50	\$70,701.50
Phase 2 - 30 to 100% Design																
	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	TOTAL			
Production	Principal Architect	\$262.00	8	\$2,096.00	PM Production Lead	\$144.00	42	\$6,048.00	Production Technician II	\$116.00	120	\$13,920.00				
Coordination Collaborative work with Consultants	Principal Architect	\$262.00	8	\$2,096.00	PM Production Lead	\$144.00	10	\$1,440.00	Production Technician II	\$116.00	12	\$1,392.00				
Identification of Unique Conditions and Detail Development	Principal Architect	\$262.00	8	\$2,096.00	PM Production Lead	\$144.00	42	\$6,048.00	Production Technician II	\$116.00	40	\$4,640.00				
Specifications	Principal Architect	\$262.00	24	\$6,288.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00				
Incorporation of Consultant Work	Principal Architect	\$262.00	4	\$1,048.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	8	\$928.00				
Consultant Coordination Meetings	Principal Architect	\$262.00	6	\$1,572.00	PM Production Lead	\$144.00	6	\$864.00	Production Technician II	\$116.00	6	\$696.00				
Redlines Pick-Up Coordination Quality Assurance	Principal Architect	\$262.00	24	\$6,288.00	PM Production Lead	\$144.00	40.6632	\$5,855.50	Production Technician II	\$116.00	0	\$0.00				
Client Meetings	Principal Architect	\$262.00	10	\$2,620.00	PM Production Lead	\$144.00	12	\$1,728.00	Production Technician II	\$116.00	0	\$0.00				
Project Administration	Principal Architect	\$262.00	5	\$1,310.00	PM Production Lead	\$144.00	4	\$576.00	Production Technician II	\$116.00	0	\$0.00				
				Sub-Total	\$25,414.00				Sub-Total				\$23,711.50	Sub-Total	\$21,576.00	\$70,701.50
Bidding and Construction Administration																
	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	TOTAL			
Pre-Solicitation Meeting and Walk-Through	Principal Architect	\$262.00	2	\$524.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00				
Answering Bid Questions	Principal Architect	\$262.00	2	\$524.00	PM Production Lead	\$144.00	1	\$144.00	Production Technician II	\$116.00	0	\$0.00				
Publishing Addendums	Principal Architect	\$262.00	2	\$524.00	PM Production Lead	\$144.00	4	\$576.00	Production Technician II	\$116.00	0	\$0.00				
Misc. Procurement Assistance	Principal Architect	\$262.00	2	\$524.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00				
Weekly Meetings - 24 (6 Mos)	Principal Architect	\$262.00	36	\$9,432.00	PM Production Lead	\$144.00	24	\$3,456.00	Production Technician II	\$116.00	0	\$0.00				
Field Observation Reports - 24 (6 Mos)	Principal Architect	\$262.00	6	\$1,572.00	PM Production Lead	\$144.00	24	\$3,456.00	Production Technician II	\$116.00	0	\$0.00				
Submittal Reviews	Principal Architect	\$262.00	4	\$1,048.00	PM Production Lead	\$144.00	16	\$2,304.00	Production Technician II	\$116.00	0	\$0.00				
RFIs	Principal Architect	\$262.00	8	\$2,096.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00				
ASIs	Principal Architect	\$262.00	8	\$2,096.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00				
PR and CO Reviews	Principal Architect	\$262.00	3	\$786.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00				
Puchlist and Back-Check	Principal Architect	\$262.00	3	\$786.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00				
As-Builts	Principal Architect	\$262.00	2	\$524.00	PM Production Lead	\$144.00	4	\$576.00	Production Technician II	\$116.00	0	\$0.00				
CDR Presentations (3 Max.)	Principal Architect	\$262.00	3	\$786.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00				
Pay Application and Close Out Documentation Reviews	Principal Architect	\$262.00	3.0916	\$810.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00				
				Sub-Total	\$22,032.00				Sub-Total				\$13,968.00	Sub-Total	\$0.00	\$36,000.00
												TOTAL	\$177,403.00			

30% Design

Description	Hours	Hourly Rate	Total
Template Development	1	\$170.00	\$170
Project Kick off	2	\$200.00	\$400
Sitework	19	\$170.00	\$3,230
Electrical	4	\$200.00	\$800
Compile estimate and get client ready	2	\$170.00	\$340
QA / QC	4	\$250.00	\$1,010
Review estimate with team	2	\$200.00	\$400
Update estimate based on feedback received	2	\$200.00	\$400
Total			\$6,750

60% Design

Description	Hours	Hourly Rate	Total
Template Development		\$170.00	\$0
Project Kick off	2	\$200.00	\$400
Sitework	24	\$170.00	\$4,080
Electrical	6	\$200.00	\$1,200
Compile estimate and get client ready	2	\$170.00	\$340
QA / QC	3	\$250.00	\$780
Review estimate with team	2	\$200.00	\$400
Update estimate based on feedback received	2	\$200.00	\$400
Total			\$7,600

90% Design

Description	Hours	Hourly Rate	Total
Template Development		\$170.00	\$0
Project Kick off	2	\$200.00	\$400
Sitework	28	\$170.00	\$4,760
Electrical	8	\$200.00	\$1,600
Compile estimate and get client ready	2	\$170.00	\$340
QA / QC	3	\$250.00	\$700
Review estimate with team	2	\$200.00	\$400
Update estimate based on feedback received	2	\$200.00	\$400
Total			\$8,600

Final Design

Description	Hours	Hourly Rate	Total
Template Development		\$170.00	\$0
Project Kick off	2	\$200.00	\$400
Sitework	22	\$170.00	\$3,740
Electrical	6	\$200.00	\$1,200
Compile estimate and get client ready	2	\$170.00	\$340
QA / QC	2.08	\$250.00	\$520
Review estimate with team	2	\$200.00	\$400
Update estimate based on feedback received	2	\$200.00	\$400
Total			\$7,000

El Paso Modesto Gomez Park Scope of Work

- Investigation/30% Design
 - Review Existing Data
 - Site Reconnaissance
 - Conceptual Locations of Park Elements
 - Initial Meeting/Discussions with TCEQ (Pre-App Meeting)
 - Scoping of Geophysical/Geotechnical Field Investigation
 - Geophysical/Geotechnical Field Data Processing/Evaluation
 - Waste Footprint/Depth Delineation
 - Conceptual Cover (Grading and Cover Section)
 - Conceptual Methane Mitigation
- Permitting
 - Status of Existing Landfill
 - Application for Disturbance of Final Cover/Development of Closed Landfill
 - Conceptual Design Approval
 - Meeting with TCEQ
- Design
 - Settlement Estimation
 - Methane Monitoring
 - Grading Design
 - Drainage Design
 - Incorporation of Park Elements
- Construction Documents
 - Plans
 - Specifications and Bid Schedule
- CA/CM
 - Engineering Support During Construction
 - Construction Certification
 - Record Drawings
- Coordination/PM
 - On-site Meetings/Site Visits
 - Virtual Meetings
 - Project Management

Assumptions/Exclusions:

- All investigatory field and laboratory work other than general site reconnaissance will be performed by others with direction by Tetra Tech.
- An initial site reconnaissance visit is budgeted under Task 1, to be attended by Garth Bowers, traveling from Tucson, Arizona and will occur over two days, including travel time.

- Four additional site visits and in-person meetings in El Paso are assumed for budgetary purposes under Task 6, to be attended by Garth Bowers, traveling from Tucson, Arizona and will occur over two days, including travel time, for each visit. Attendance by additional or other Tetra Tech personnel may increase budgeted costs.
- Two meetings with TCEQ will be held in either El Paso or Austin and will be attended by Garth Bowers and Jim Norstrom and will occur over two days, including travel time, for each meeting.
- Twelve virtual meetings are assumed for budgetary purposes, to be attended by Garth Bowers, Jim Norstrom, and one Tetra Tech staff individual and are anticipated to average 1 hour per meeting.
- Site survey (including survey of boring locations and geophysical cross-sections), property replatting, and development of legal descriptions of property containing identified waste disposal footprint will be developed by others.
- Tetra Tech will be provided an existing conditions survey in AutoCAD Civil3D .dwg format, with the coordinate system, datum, projection, and control monument locations identified. If the coordinate system is not based on Texas State Plane coordinates and a recognized geodetic datum (North American Vertical Datum of 1988 or National Geodetic Vertical Datum of 1929), the project surveyor will provide reference information to allow the site coordinates to be registered to off-site sources of geographic information.
- Groundwater investigations, if warranted, will be scoped after the completion of the initial meetings/discussions with TCEQ and installation of soil borings.
- The initial investigation/30% design will identify limits of waste constraining site development on portions of the site while other portions of the site will be outside the limits of waste. Structures, facilities requiring irrigation, non-flexible pavement, and other features sensitive to settlement (differential and total) will be located on portions of the site outside the limits of waste.
- TCEQ approval of the closure design will be based on incorporation of the control and monitoring features developed at the conceptual design level. No additional development of design drawings will be required to be submitted by Tetra Tech for TCEQ review and approval at the final design level.
- No settlement mitigation design will be required for structures or other park features since features sensitive to settlement are assumed to be located on portions of the site not containing waste materials.
- Tetra Tech will provide one round of review and comment on the park design (including grading/drainage design and implementation of the conceptual cover system developed to the final design level) by others. This may include development by Tetra Tech of typical waste containment feature details, but will not require separate construction drawing sheets to be issued by Tetra Tech.
- Tetra Tech will provide one round of review and comment on the specifications and bid schedule developed by others regarding recommended requirements to implement the approved concept closure design and address waste containment concerns.
- Tetra Tech will not be required to develop engineer's opinions of probable construction costs.
- Tetra Tech will not be required to develop a project Construction Quality Assurance (CQA) Manual nor review a CQA Manual prepared by others.

- Tetra Tech's involvement during construction will be limited to engineering support (review of RFIs and change requests relating to waste containment features) provided remotely. For budgetary purposes, Tetra Tech assumes that this will include an average of 1 hour per week of Project Manager time with additional support from project engineers and designers.
- Tetra Tech will provide one round of review and comment on a Construction Certification Report and set of Record Drawings prepared by others.
- TCEQ may require modifications to existing installed facilities if they occur within the identified waste footprint, but these are not included in the proposed budget.
- No numerical modeling of the proposed cover as an Evapotranspiration Cover will be required by TCEQ.
- No active or passive landfill gas collection and control system (GCCS) or continuous monitoring facilities will be required for extraction of landfill gas from the existing landfill area. Landfill gas monitoring required for the project will be limited to passive subsurface monitoring probes located between the identified limits of waste and sensitive structures/areas.
- Work will be performed on a time-and-materials basis on Tetra Tech's standard Schedule of Charges for 2025 (see attached). A new rate schedule will be submitted for approval for work to be performed in subsequent years.
- Costs will be managed at the main task level.
- Upon the completion of Task 1, costs for subsequent tasks will be re-evaluated based on the information developed under Task 1 and TCEQ requirements for development on the site.
- The estimated cost and proposed scope of work are based on information available to Tetra Tech at this time. Services and materials requested or required during the course of work due to unforeseen or changed conditions, which are not part of this proposed scope of services, are not included in this estimate.



Countryman & Company
City of El Paso, Modesto Gomez Flat Fields
FEE ESTIMATE

LABOR CATEGORY		TOTAL LABOR HOURS	TOTAL LABOR COST	OTHER DIRECT COSTS TOTAL	TOTAL FEE
Units/Rate					
TASK 01 INVESTIGATION/30 % DESIGN					
01.1	Review Existing Data	203	\$40,521	\$2,026	\$42,547
01.2	Site Reconnaissance	30	\$6,658	\$883	\$7,541
01.3	Conceptual Locations of Park Elements	46	\$8,262	\$413	\$8,675
01.4	Pre-App Meeting with TCEQ	62	\$12,478	\$1,774	\$14,252
01.5	Scoping Geophysical/Geotechnical Field Investigation	22	\$5,072	\$254	\$5,326
01.6	Geophysical/Geotechnical Field Data Processing/Evaluation	84	\$19,264	\$963	\$20,227
01.7	Waste Footprint Delineation	107	\$18,065	\$903	\$18,968
01.8	Conceptual Cover	70	\$11,290	\$565	\$11,855
01.9	Conceptual Methane Mitigation	128	\$22,900	\$1,145	\$24,045
Task 01 Total		752	\$144,510	\$8,926	\$153,436
TASK 02 PERMITTING					
02.1	Status of Existing Landfill	49	\$8,797	\$440	\$9,237
02.2	Application for Disturbance of Final Cover/Development of Closed Landfill	109	\$19,925	\$996	\$20,921
02.3	Conceptual Design Approval	136	\$22,526	\$1,126	\$23,652
02.4	Meeting with TCEQ	62	\$13,306	\$1,815	\$15,121
Task 02 Total		356	\$64,554	\$4,377	\$68,931
TASK 03 DESIGN					
03.1	Settlement Estimation	60	\$12,416	\$621	\$13,037
03.2	Methane Monitoring	76	\$13,302	\$665	\$13,967
03.3	Grading Design	36	\$9,068	\$453	\$9,521
03.4	Drainage Design	36	\$9,068	\$453	\$9,521
03.5	Incorporation of Park Elements	14	\$3,690	\$185	\$3,875
Task 03 Total		222	\$47,544	\$2,377	\$49,921
TASK 04 CONSTRUCTION DOCUMENTS					
04.1	Plans	53	\$8,293	\$415	\$8,708
04.2	Specifications and Bid Schedule	28	\$4,768	\$238	\$5,006
Task 04 Total		81	\$13,061	\$653	\$13,714
TASK 05 CA/CM					
05.1	Engineering Support During Construction	84	\$15,394	\$770	\$16,164
05.2	Construction Certification	47	\$7,731	\$387	\$8,118
05.3	Record Drawings	15	\$2,673	\$134	\$2,807
Task 05 Total		146	\$25,798	\$1,291	\$27,089
TASK 06 COORDINATION/PM					
06.1	On-site Meetings/Site Visits	76	\$18,132	\$3,107	\$21,239
06.2	Virtual Meetings	42	\$7,626	\$381	\$8,007
06.3	Project Management	154	\$23,938	\$1,197	\$25,135
Task 06 Total		272	\$49,696	\$4,685	\$54,381
Total Hours		1,829			
Total Fee			\$345,163	\$22,309	\$367,472

SCHEDULE OF CHARGES

PERSONNEL	RATE	PERSONNEL	RATE
Administrative Assistant	\$102	Staff Env. Specialist/Scientist I	\$115
Project Clerk	\$91	Staff Env. Specialist/Scientist II	\$127
Project Data Analyst	\$84	Project Env. Specialist/Scientist I	\$139
Office Services Clerk	\$102	Project Env. Specialist/Scientist II	\$159
Project Coordinator	\$153	Project Env. Specialist/Scientist III	\$174
Senior Project Coordinator	\$175	Senior Env. Specialist/Scientist I	\$184
CAD Tech I	\$95	Senior Env. Specialist/Scientist II	\$193
CAD Tech II	\$111	Senior Env. Specialist/Scientist III	\$205
CAD Tech III	\$131	Field Data Collector	\$70
CAD Tech IV	\$151	Staff Planner/Permitter I	\$77
Designer I	\$169	Staff Planner/Permitter II	\$95
Designer II	\$184	Staff Planner/Permitter III	\$102
Designer III	\$203	Project Planner/Permitter I	\$119
Designer IV	\$221	Project Planner/Permitter II	\$131
Staff Engineer I	\$128	Project Planner/Permitter III	\$144
Staff Engineer II	\$139	Project Planner/Permitter IV	\$154
Staff Engineer III	\$151	Senior Planner/Permitter I	\$166
Project Engineer I	\$161	Senior Planner/Permitter II	\$181
Project Engineer II	\$173	Senior Planner/Permitter III	\$193
Project Engineer III	\$184	Senior Planner/Permitter IV	\$213
Senior Engineer I	\$194	Senior Planner/Permitter V	\$232
Senior Engineer II	\$205	Principal Planner/Permitter	\$294
Senior Engineer III	\$217	Architect I	\$139
Supervising Engineer I	\$228	Architect II	\$166
Supervising Engineer II	\$238	Architect III	\$194
Supervising Engineer III	\$250	Architect IV	\$222
Division Engineer I	\$271	Staff Geologist I	\$130
Division Engineer II	\$283	Staff Geologist II	\$140
Principal Engineer	\$309	Staff Geologist III	\$150
Principal	\$332	Project Geologist I	\$160
Senior Principal	\$349	Project Geologist II	\$174
Project Manager	\$182	Project Geologist III	\$184
Project Manager I	\$193	Senior Geologist I	\$194
Project Manager II	\$221	Senior Geologist II	\$205
Project Manager III	\$233	Senior Geologist III	\$217
Project Manager IV	\$244	Supervising Geologist I	\$228
Project Manager V	\$256	Supervising Geologist II	\$238
Senior Project Manager	\$266	Supervising Geologist III	\$250
Program Director	\$316	Principal Geotechnical Eng/Geologist	\$269
Project Advisor*	\$275-\$375	Principal Geotechnical Eng	\$298
Construction Supervisor I	\$184	Soils/Asphalt/Field Technician	\$122
Construction Supervisor II	\$194	Soils/Asphalt/Field Technician - Prevailing Wage	\$149
Construction Supervisor III	\$205	Technician	\$62
Construction Manager I	\$217	Technician I	\$93
Construction Manager II	\$233	Technician II	\$109
Senior Construction Manager	\$271	Senior Technician I	\$121
Principal Construction Manager	\$298	Senior Technician II	\$144
Chief of Survey Parties	\$203	Senior Technician III	\$157
1-Man Survey Party with GPS	\$245	Chief Technician	\$177
2-Man Survey Party	\$363	Senior Operator	\$179

Rates are Effective January 1, 2025 - December 31, 2025. Court Appearance (Expert Witness, Deposition) and Overtime Premium is 150% of Personnel Hourly Rate. *Rate for Project Advisor to be based on specialized staff required.

IN-HOUSE EXPENSES

3% of Total Personnel Fees	
Personal Vehicle	\$0.65/mile
Company Vehicle	\$0.75/mile

OTHER EXPENSES

Company and Survey Vehicles	\$17/hour
Other Out-of-Pocket Expenses/Supplies/Travel	Cost + 15%
Consultants/Outside/Construction Services	Cost + 15%
Per Diem for Living Expenses	Federal +15%
Equipment Usage	See Attached Schedule

Outside services performed by others and direct expenses incurred on the Client's behalf are charged an administrative fee of fifteen (15%) to cover the cost to provide for administration, sub-consultant contract coordination and insurance. Fee to be added to the direct cost of all consultants, vendors, materials, equipment suppliers, other direct costs, and any other outside services.



EQUIPMENT RENTAL RATES

Rates are Effective January 1, 2025 - December 31, 2025

TYPE OF EQUIPMENT	DAY	WEEK	MONTH
4 Gas Range Meter CH4, H2S, CO, O2 (Sentinel 44)	\$75	\$225	\$575
Alpha - I Personal Sampling Pump	\$75	\$200	\$500
Disposable Bailer	\$20/each	n/a	n/a
CO2 Calorimetric Analysis Tubes	\$40	\$125	\$250
Downhole Camera	\$75/hr	n/a	n/a
Dupont Dosimeter Mark-3 (Personal Sample Pump)	\$50	\$150	\$300
Flow Calibrator (Gilian)	\$50	\$150	\$300
Gas Extraction Monitor (GEM 500 / 2000 / 2000 Plus)	\$145	\$445	\$1,330
Lung Sampler (Nutech 218)	\$100	\$300	\$800
Mini-Ram Data Logger	\$40	\$125	\$250
Mini-Ram Dust Meter	\$50	\$150	\$300
Organic Vapor Analyzer (OVA128)	\$125	\$400	\$1,000
Photo Ionization Detector (OVM580B)	\$125	\$400	\$1,000
Sample Train (Gas Extraction Pump)	\$50	\$150	\$300
Soil Auger/Sampler	\$30	\$90	\$180
Sounder (Liquid Level Indicator)	\$40	\$125	\$250
Horiba Meter	\$50	\$200	\$400
MiniRae 2000	\$75	\$200	\$500
GT Surveyor	\$75	\$200	\$500
GPS Enabled SEM Leak Detection Equipment	\$250	\$800	\$2,400
GPS Survey Equipment Services	n/a	\$200	n/a
Groundwater Sampling Equipment	\$30/hour	n/a	n/a
Company Vehicle	\$130	\$550	\$1,750
Field Sampling Supplies:	100/day	n/a	n/a
LEVEL C (Per Person)	\$150	n/a	n/a
Respirator with Cartridge (full or half faced), Tyvek Coveralls, Outer Gloves, Glove Liners, Neoprene Boots			
Sand Cone or Nuclear Density Gauge	\$14/hour	n/a	n/a
Hand auger and soil sampling equipment	\$70	n/a	n/a
BAT Permeameter	\$250	n/a	n/a
Double Ring Infiltrometer	\$250	n/a	n/a
Inclinometer data collection system	\$400	n/a	n/a
Infiltration test flowmeter		\$130 per day-test	
Floor level manometer	\$80	n/a	n/a
Moisture vapor emission test kit (material only)	\$40/kit	n/a	n/a
Field inspection kit (camera, recorder, GPS)	\$35	n/a	n/a

SLI ENGINEERING, INC. FEE PROPOSAL

City: El Paso State: Texas

Project: Modesto Gomez Flat Flieet

Description Topographic and Improvement Survey - Existing Conditions Survey Completion in Weeks

COST OF PRICING DATA REFERENCE

A. DIRECT SALARY COSTS

SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Management and coordination, Data Research	Project Manager	6.00	\$ 166.00	\$ 996.00	
	Project Surveyor	8.00	\$ 190.00	\$ 1,520.00	
No. of Dwgs. ()				\$ -	\$ 2,516.00
Establish Horizontal and Vertical Control in the field.	RPLS	8.00	\$ 190.00	\$ 1,520.00	
	3 Men Crew	24.00	\$ 155.00	\$ 3,720.00	
	Master Technician	12.00	\$ 106.00	\$ 1,272.00	
	Auto-Cadd Technician	12.00	\$ 90.00	\$ 1,080.00	
No. of Dwgs. ()				\$ -	\$ 7,592.00
Prepare a topographic and improvement survey to include all items shown on the proposal.	RPLS	8.00	\$ 190.00	\$ 1,520.00	
	2Men Crew	60.00	\$ 135.00	\$ 8,100.00	
	Master Technician	24.00	\$ 106.00	\$ 2,544.00	
	Auto-Cadd Technician	52.09	\$ 90.00	\$ 4,688.00	
No. of Dwgs. ()				\$ -	\$ 16,852.00
TOTAL DRAWINGS		Total Man-Hours	214.09	TOTAL SALARIES A	\$ 26,960.00

Remarks

C. OTHER DIRECT COSTS (Attach estimate as necessary)

	AMOUNTS \$
1	\$ -
1	\$ -
TOTAL OTHER DIRECT COSTS C	

D. OVERHEAD POOLS

TITLES	RATES %	BASES \$	ITEMS
1 Salary Burden	0.00%	\$ 26,960.00	\$ -
2 Overhead Multiplier	0.00%	\$ 26,960.00	\$ -
TOTAL COST TO ENGINEER		0.00	\$ 26,960.00
PROFIT		% OF E	\$ -
TOTAL COST			\$ 26,960.00

TOTAL FEE

PREPARED BY	DATE	APPROVED BY (Signature and Title)	DATE	
Georges Halloul, PE / Fernando Estrada Ph.D.	1/9/2025		1/9/2025	\$ 26,960.00

SLI ENGINEERING, INC. • FEE PROPOSAL

City: El Paso State: Texas

Project: Modesto Gomez Flat Flieit

Description Topographic and Improvement Survey - Liner Subgrade Survey

Completion in Weeks

A. DIRECT SALARY COSTS

SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Management and coordination, Data Research	Project Manager	2.00	\$ 166.00	\$ 332.00	
	Project Surveyor	3.00	\$ 190.00	\$ 570.00	
Establish Horizontal and Vertical Control in the field.	RPLS	4.00	\$ 190.00	\$ 760.00	\$ 902.00
	3 Men Crew	12.00	\$ 155.00	\$ 1,860.00	
	Master Technician	8.00	\$ 106.00	\$ 848.00	
	Auto-Cadd Technician	12.00	\$ 90.00	\$ 1,080.00	
Prepare a topographic and improvement survey to include all items shown on the proposal.	RPLS	2.00	\$ 190.00	\$ 380.00	\$ 4,548.00
	2Men Crew	36.00	\$ 135.00	\$ 4,860.00	
	Master Technician	10.00	\$ 106.00	\$ 1,060.00	
	Auto-Cadd Technician	21.22	\$ 90.00	\$ 1,910.00	\$ 8,210.00

TOTAL DRAWINGS

Total Man-Hours

110.22

TOTAL SALARIES A

\$ 13,660.00

Remarks

C. OTHER DIRECT COSTS (Attach estimate as necessary)

	AMOUNTS \$
1	\$ -
1	\$ -
TOTAL OTHER DIRECT COSTS C	
	\$ -

D. OVERHEAD POOLS

TITLES	RATES %	BASES \$	ITEMS
1 Salary Burden	0.00%	\$ 13,660.00	\$ -
2 Overhead Multiplier	0.00%	\$ 13,660.00	\$ -
TOTAL COST TO ENGINEER			\$ 13,660.00
F PROFIT			\$ -
G			\$ -
TOTAL COST			\$ 13,660.00

TOTAL FEE

\$ 13,660.00

PREPARED BY

Georges Halloul, PE / Fernando Estrada Ph.D.

APPROVED BY (Signature and Title)

Date

DATE 1/9/2025

GENERAL SERVICES ADMINISTRATION

ADAPTED FROM GSA FORM 2630 (2-71)

SLI ENGINEERING, INC.		FEE PROPOSAL		City: El Paso	State: Texas
Description		Project: Modesto Gomez Flat Flieet			
Topographic and Improvement Survey - Protected Liner Survey		Completion in Weeks			
A. DIRECT SALARY COSTS					
SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Management and coordination, Data Research	Project Manager	2.00	\$ 166.00	\$ 332.00	
	Project Surveyor	3.00	\$ 190.00	\$ 570.00	
Establish Horizontal and Vertical Control in the field.	RPLS	4.00	\$ 190.00	\$ 760.00	\$ 902.00
	3 Men Crew	12.00	\$ 155.00	\$ 1,860.00	
	Master Technician	8.00	\$ 106.00	\$ 848.00	
	Auto-Cadd Technician	12.00	\$ 90.00	\$ 1,080.00	
Prepare a topographic and improvement survey to include all items shown on the proposal.	RPLS	2.00	\$ 190.00	\$ 380.00	
	2Men Crew	36.00	\$ 135.00	\$ 4,860.00	
	Master Technician	10.00	\$ 106.00	\$ 1,060.00	
	Auto-Cadd Technician	21.22	\$ 90.00	\$ 1,910.00	\$ 8,210.00
TOTAL DRAWINGS		Total Man-Hours	110.22	TOTAL SALARIES A	\$ 13,660.00
Remarks					
C. OTHER DIRECT COSTS (Attach estimate as necessary)					
				AMOUNTS \$	
				\$	
				\$	
D. OVERHEAD POOLS					
TITLES		RATES %	BASES \$	ITEMS	
1 Salary Burden		0.00%	\$ 13,660.00		\$
2 Overhead Multiplier		0.00%	\$ 13,660.00		\$
		TOTAL COST TO ENGINEER			\$ 13,660.00
		F PROFIT	0.00	% OF E	\$
		TOTAL COST			\$ 13,660.00
TOTAL FEE					
PREPARED BY				APPROVED BY (Signature and Title)	Date
Georges Halloul, PE / Fernando Estrada Ph.D.		DATE	1/9/2025		\$ 13,660.00
GENERAL SERVICES ADMINISTRATION					
6600 Westwind, Drive, El Paso, TX 79912					

SLI ENGINEERING, INC. FEE PROPOSAL	City: El Paso	State: Texas
Project: Modesto Gomez Flat Fliet		
Description	Completion in Weeks	
AS-BUILT Survey		

A. DIRECT SALARY COSTS						
SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS	COST OF PRICING DATA REFERENCE
Management and coordination, Data Research	Project Manager	2.00	\$ 166.00	\$ 332.00		
	Project Surveyor	3.00	\$ 190.00	\$ 570.00		
Establish Horizontal and Vertical Control in the field.	RPLS	4.00	\$ 190.00	\$ 760.00	\$ 902.00	
	3 Men Crew	18.00	\$ 155.00	\$ 2,790.00		
	Master Technician	8.00	\$ 106.00	\$ 848.00		
	Auto-Cadd Technician	12.00	\$ 90.00	\$ 1,080.00		
					\$ 5,478.00	
Prepare a topographic and improvement survey to include all items shown on the proposal.	RPLS	2.00	\$ 190.00	\$ 380.00		
	2Men Crew	48.00	\$ 135.00	\$ 6,480.00		
	Master Technician	10.00	\$ 106.00	\$ 1,060.00		
	Auto-Cadd Technician	29.56	\$ 90.00	\$ 2,660.00	\$ 10,580.00	
TOTAL DRAWINGS		Total Man-Hours	136.56	TOTAL SALARIES A	\$ 16,960.00	

C. OTHER DIRECT COSTS (attach estimate as necessary)		AMOUNTS \$
1		\$ -
1		\$ -
TOTAL OTHER DIRECT COSTS C		\$ -

D. OVERHEAD POOLS			
TITLES	RATES %	BASES \$	ITEMS
1 Salary Burden	0.00%	\$ 16,960.00	
2 Overhead Multiplier	0.00%	\$ 16,960.00	
		TOTAL COST TO ENGINEER	\$ 16,960.00
		F PROFIT	0.00 % OF E
		G	TOTAL COST
			\$ 16,960.00

TOTAL FEE		\$ 16,960.00
PREPARED BY	DATE	APPROVED BY (Signature and Title)
Georges Haloul, PE / Fernando Estrada Ph.D.	1/9/2025	
SLI Engineering, Inc. 6600 Westwind, Drive, El Paso, TX 79912		

SLI ENGINEERING, INC.		FEE PROPOSAL		City: El Paso		State: Texas	
Description		Subdivision Process		Project: Modesto Gomez Flat Flieet			
				Completion in Weeks			
A. DIRECT SALARY COSTS							
SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS		
Preliminary Plat	Engineer (Registered)	4.00	\$ 266.00	\$ 1,064.00			
	Project Manager	8.00	\$ 166.00	\$ 1,328.00			
	Engineer Assistant	6.00	\$ 167.00	\$ 1,002.00			
Final Plat	Auto-Cadd Technician	17.53	\$ 166.00	\$ 2,910.00			
	Engineer (Registered)	4.00	\$ 266.00	\$ 1,064.00			\$ 6,304.00
	Project Manager	4.00	\$ 166.00	\$ 664.00			
Change of Zoning	Engineer Assistant	8.00	\$ 96.00	\$ 768.00			
	Auto-Cadd Technician	20.00	\$ 90.00	\$ 1,800.00			
	Engineer (Registered)	3.00	\$ 266.00	\$ 798.00			\$ 4,296.00
TOTAL DRAWINGS	Project Engineer	6.00	\$ 170.00	\$ 1,020.00			
	Engineer Assistant	8.00	\$ 96.00	\$ 768.00			
	Auto-Cadd Technician	4.16	\$ 90.00	\$ 374.00			\$ 2,960.00
		Total Man-Hours	92.69	TOTAL SALARIES A	\$ 13,560.00		
Remarks							
C. OTHER DIRECT COSTS (Attach estimate as necessary)							
				AMOUNTS \$			
				\$			
				\$			
D. OVERHEAD POOLS							
TITLES		RATES %	BASES \$	ITEMS			
1 Salary Burden		0.00%	\$ 13,560.00				
2 Overhead Multiplier		0.00%	\$ 13,560.00				
		TOTAL COST TO ENGINEER			\$	13,560.00	
		F	PROFIT	0.00	% OF E	\$	
		G	TOTAL COST		\$	13,560.00	
TOTAL FEE					\$	13,560.00	
PREPARED BY				APPROVED BY (Signature and Title)	Date		
Georges Hallouli, PE / Fernando Estrada Ph.D.					1/9/2025		
GENERAL SERVICES ADMINISTRATION				ADAPTED FROM GSA FORM 2630 (2-77)			

SLI ENGINEERING, INC. FEE PROPOSAL	City: El Paso State: Texas
Project: Modesto Gomez Flat Fliet	
Description Traffic Impact Analysis (If Required)	Completion in Weeks

A. DIRECT SALARY COSTS					
SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Traffic Counts	Engineer (Registered)	1.00	\$ 266.00	\$ 266.00	
	Project Manager	1.00	\$ 166.00	\$ 166.00	
	Planner 1	24.00	\$ 91.00	\$ 2,184.00	
	Other (Administrative)	100.00	\$ 89.00	\$ 8,900.00	
No. of Dwg. () \$ 11,516.00					
Traffic Analysis	Engineer (Registered)	22.00	\$ 266.00	\$ 5,852.00	
	Project Manager	6.00	\$ 166.00	\$ 996.00	
	Engineer Assistant	32.00	\$ 96.00	\$ 3,072.00	
	Auto-Cadd Technician	12.00	\$ 90.00	\$ 1,080.00	
No. of Dwg. () \$ 11,000.00					
Traffic Impact Analysis Report	Engineer (Registered)	16.00	\$ 266.00	\$ 4,256.00	
	Project Engineer	6.00	\$ 170.00	\$ 1,020.00	
	Engineer Assistant	8.00	\$ 96.00	\$ 768.00	
	Clerical	12.96	\$ 54.00	\$ 700.00	\$ 6,744.00
No. of Dwg. () \$ 11,000.00					

TOTAL DRAWINGS	Total Man-Hours	240.96	TOTAL SALARIES A	\$	29,260.00
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C. OTHER DIRECT COSTS (Attach estimate as necessary)		AMOUNTS \$
1	\$ -	\$ -
1	\$ -	\$ -
		TOTAL OTHER DIRECT COSTS C
		\$ -

D. OVERHEAD POOLS			
TITLES	RATES %	BASES \$	ITEMS
1 Salary Burden	0.00%	\$ 29,260.00	\$ -
2 Overhead Multiplier	0.00%	\$ 29,260.00	\$ -
ARCHITECT-ENGINEER FIRM NAME AND ADDRESS			\$ -
SLI Engineering, Inc.			\$ 29,260.00
6600 Westwind, Drive, El Paso, TX 79912			\$ -
TOTAL COST			\$ 29,260.00

TOTAL FEE	\$ 29,260.00
PREPARED BY	DATE
	1/9/2025
APPROVED BY (Signature and Title)	
Date	

GENERAL SERVICES ADMINISTRATION ADMPTED FROM GSA FORM 2630 (2-71)

SLI ENGINEERING, INC.		FEE PROPOSAL		State: Texas	
Description		Civil Construction Documents 1 of 2		Completion in Weeks	

A. DIRECT SALARY COSTS

SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Grading Design, Drainage Design, Details, Sections and Coordination between Engineers, Architects, and City of El Paso	Engineer (Registered)	24.00	\$ 266.00	\$ 6,384.00	
	Project Manager	96.00	\$ 166.00	\$ 15,936.00	
	Engineer Assistant	120.00	\$ 96.00	\$ 11,520.00	
	Auto-Cadd Technician	182.44	\$ 90.00	\$ 16,420.00	\$ 50,260.00
No. of Dwg. ()	Project Engineer	10.00	\$ 170.00	\$ 1,700.00	
	Project Manager	16.00	\$ 166.00	\$ 2,656.00	
	Engineer Assistant	22.00	\$ 96.00	\$ 2,112.00	
	Auto-Cadd Technician	52.13	\$ 90.00	\$ 4,692.00	\$ 11,160.00
No. of Dwg. ()	Project Manager	6.00	\$ 166.00	\$ 996.00	
	Project Engineer	4.00	\$ 170.00	\$ 680.00	
	Engineer Assistant	10.00	\$ 96.00	\$ 960.00	
	Auto-Cadd Technician	38.04	\$ 90.00	\$ 3,424.00	\$ 6,060.00
TOTAL DRAWINGS		Total Man-Hours	580.62	TOTAL SALARIES A	\$ 67,480.00

C. OTHER DIRECT COSTS (Attach estimate as necessary)

TITLES	AMOUNTS \$
1	\$ -
2	\$ -
TOTAL OTHER DIRECT COSTS C	

D. OVERHEAD POOLS

TITLES	RATES %	BASES \$	ITEMS
1 Salary Burden	0.00%	\$ 67,480.00	\$ -
2 Overhead Multiplier	0.00%	\$ 67,480.00	\$ -
TOTAL COST TO ENGINEER			\$ 67,480.00
E	PROFIT	0.00	% OF E
F	TOTAL COST		\$ 67,480.00
G	TOTAL COST		\$ 67,480.00

SLI Engineering, Inc.
 6600 Westwind, Drive, El Paso, TX 79912

TOTAL FEE		\$ 67,480.00	
PREPARED BY	DATE	APPROVED BY (Signature and Title)	Date
Georges Halloul, PE / Fernando Estrada Ph.D.	1/9/2025		

GENERAL SERVICES ADMINISTRATION
 ADAPTED FROM GSA FORM 2430 (2-71)

SLI ENGINEERING, INC. FEE PROPOSAL City: El Paso State: Texas
 Project: Modesto Gomez Flat Flit

Description Civil Construction Documents 2 of 2 Completion in Weeks

A. DIRECT SALARY COSTS

SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Storm Water Pollution Prevention Plans	Engineer (Registered)	2.00	\$ 266.00	\$ 532.00	
	Project Manager	4.00	\$ 166.00	\$ 664.00	
	Engineer Assistant	6.00	\$ 96.00	\$ 576.00	
	Auto-Cadd Technician	20.98	\$ 90.00	\$ 1,888.00	
No. of Dwgts (\$ -	\$ 3,660.00	
Technical Specifications	Project Engineer	1.00	\$ 170.00	\$ 170.00	
	Project Manager	2.00	\$ 166.00	\$ 332.00	
	Engineer Assistant	4.00	\$ 96.00	\$ 384.00	
	Clerical	10.63	\$ 54.00	\$ 574.00	
No. of Dwgts (\$ -	\$ 1,460.00	
TOTAL DRAWINGS	Total Man-Hours	50.61	TOTAL SALARIES A	\$ 5,120.00	

Remarks

C. OTHER DIRECT COSTS (attach estimate as necessary)

AMOUNTS \$
\$ -
\$ -
TOTAL OTHER DIRECT COSTS C \$ -

D. OVERHEAD POOLS

TITLES	RATES %	BASES \$	ITEMS
1 Salary Burden	0.00%	\$ 5,120.00	
2 Overhead Multiplier	0.00%	\$ 5,120.00	
ARCHITECT-ENGINEER FIRM NAME AND ADDRESS	TOTAL COST TO ENGINEER		\$ 5,120.00
SLI Engineering, Inc.	F PROFIT	0.00	% OF E \$ -
6600 Westwind, Drive, El Paso, TX 79912	G	TOTAL COST	\$ 5,120.00

TOTAL FEE \$ 5,120.00

PREPARED BY
 Georges Hallou, PE / Fernando Estrada Ph.D.
 GENERAL SERVICES ADMINISTRATION

DATE 1/9/2025
 APPROVED BY (Signature and Title)
 ADAPTED FROM GSA FORM 2630 (2-71)

SLI ENGINEERING, INC.		FEE PROPOSAL		City: El Paso	State: Texas
Description		Project: Modesto Gomez Flat Fliet			
Civil Construction Observation		Completion in Weeks			
A. DIRECT SALARY COSTS					
SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Visit the site and attend construction meetings	Engineer (Registered)	8.00	\$ 266.00	\$ 2,128.00	
	Project Manager	12.00	\$ 166.00	\$ 1,992.00	
				\$ -	\$ 4,120.00
Assist the Architect to review submittals related to Civil.	Project Engineer	6.00	\$ 170.00	\$ 1,020.00	
	Project Manager	6.00	\$ 166.00	\$ 996.00	
	Engineer Assistant	8.00	\$ 96.00	\$ 768.00	
				\$ -	
Prepare Site Visit Reports	Project Manager	8.00	\$ 166.00	\$ 1,328.00	
	Project Engineer	14.00	\$ 170.00	\$ 2,380.00	
	Engineer Assistant	21.33	\$ 96.00	\$ 2,048.00	
				\$ -	\$ 2,784.00
TOTAL DRAWINGS		Total Man-Hours	83.33	TOTAL SALARIES A	\$ 12,660.00
Remarks					
C. OTHER DIRECT COSTS (Attach estimate as necessary)					
1				AMOUNTS \$	
				\$ -	
1				\$ -	
TOTAL OTHER DIRECT COSTS C					
D. OVERHEAD POOLS					
TITLES	RATES %	BASES \$	ITEMS		
1 Salary Burden	0.00%	\$ 12,660.00		\$ -	
2 Overhead Multiplier	0.00%	\$ 12,660.00		\$ -	
MULTIPLIER ENGINEER FIRM NAME AND ADDRESS				TOTAL COST TO ENGINEER	\$ 12,660.00
SLI Engineering, Inc.				F PROFIT	\$ -
6600 Westwind, Drive, El Paso, TX 79912				G	\$ -
				TOTAL COST	\$ 12,660.00
TOTAL FEE					
PREPARED BY				\$ 12,660.00	
Georges Halloul, PE / Fernando Estrada Ph.D.				APPROVED BY (Signature and Title)	
GENERAL SERVICES ADMINISTRATION				DATE 1/9/2025	

ADAPTED FROM GSA FORM 2630 (271)

FEE PROPOSAL FOR LANDSCAPE ARCHITECTURE FOR MODESTO GOMEZ FLAT FIELDS

THE DRY LAND | Landscape Architecture
110 Montecillo, Suite 1C
El Paso, Texas 79912

11 | 11 | 24

Jennifer Countryman
Countryman & Co.
108 S. Stanton
El Paso, Texas 79901

Dear Ms. Countryman:

1.0 SCOPE OF WORK

The proposed scope of work is the landscape design for Modesto Gomez Flat Fields, located at 4600 Edna Ave, in El Paso. Proposed landscape improvements will be designed to satisfy the City of El Paso's Landscape Ordinance. Design work includes, and is limited to, the following:

- Assistance with site planning (drafting not included)
- Selection and planning of site amenities
- Planting design
- Turf and rock design
- Irrigation design
- Renderings, 3 views
- Community engagement meeting, 1 for 30% design, 2 more for 100% design

2.0 STAGES OF WORK

The stages of work include the following:

- 30% and 100% landscape plans
- Specifications for proposed landscape improvements
- Bidding Assistance and Construction Administration for up to six months of construction time, to include site visits, submittal and RFI responses

3.0 FEE

The fee is \$84,300, broken down as follows:

Phase	Role	Hours	Hourly Rate	Fee
30% Plans	Principal / Landscape Architect	20	\$ 150	\$ 3,000
	Project Manager	60	\$ 90	\$ 5,400
	Landscape Designer / CAD Drafter	180	\$ 60	\$ 10,800
30% Plans Fee				\$ 19,200
100% Plans	Principal / Landscape Architect	60	\$ 150	\$ 9,000
	Project Manager	180	\$ 90	\$ 16,200
	Landscape Designer / CAD Drafter	540	\$ 60	\$ 32,400
100% Plans Fee				\$ 57,600
Bidding + CA	Principal / Landscape Architect	8	\$ 150	\$ 1,200
	Project Manager	30	\$ 90	\$ 2,700
	Landscape Designer / CAD Drafter	60	\$ 60	\$ 3,600
B + CA Fee				\$ 7,500
TOTAL FEE				\$ 84,300

Invoices are rendered at the completion of each stage 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, revisions to the design requested after approval to proceed has been given and design of future phases within the same parcel 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 Jennifer Countryman on behalf of Countryman & Co.

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.



A TENCATE COMPANY 

January 14, 2025

Jennifer Countryman
Team Lead | Architect
108 S. Stanton
El Paso, TX 79901
jennifer@countrymanandcoarchitecture.com

RE: Modesto Gomez Flat Fields Project – Proposal for Design Services
4600 Edna Ave, El Paso, TX 79905

Hellas is pleased to provide you with this proposal for design services for the City of El Paso – Modesto Gomez Park project.

The proposed project, titled **Modesto Gomez Flat Fields**, located at **4600 Edna Ave, El Paso, TX 79905**, involves the design and construction of two new artificial turf fields for American football and soccer, including all necessary elements such as curbs, base preparation, turf installation, and drainage systems. Our design team will also coordinate closely with the other trades to ensure a comprehensive, well-integrated field setup.

Hellas design services will include:

1. Construction Documents

- a. Prepare grading and drainage plans.
- b. Prepare details for all proposed work for the turf fields.
- c. Attend design coordination meetings as required.
- d. Prepare project specifications.
- e. Prepare development site plan based on dimensioned site plan provided by the Engineer or Architect.

2. Provide construction phase services for duration of the project, including:

- a. Review submittals and comment as required.
- b. Review and respond to RFI and CPR issues.
- c. Perform site visits during construction and a punch list walkthrough and final walkthrough at project completion.
- d. Topographic survey.

Proposal Price

\$18,000.00



Proposal Price Breakout:

Phases	Discipline	Scope of Design	Approx. Hours Spent	Rate/Hr.	Totals
0%-30%	Designer / Engineer	Drop-In Soccer Fields	40	\$ 150.00	\$ 6,000.00
30%-100%	Designer / Engineer	Drop-In Soccer Fields	40	\$ 150.00	\$ 6,000.00
Construction	Designer / Engineer	Drop-In Soccer Fields	40	\$ 150.00	\$ 6,000.00

Exclusions:

Any fees, including any utility impact fees generated by construction improvements.
 Any permits, including city permits.
 Any stormwater drainage reports or calculations.

Please get in touch with our office should you have any questions regarding this quotation.
Hellas looks forward to the award of this project and is eager to work with you.



David Anaya
 Estimator
 (720) 520-1054
danaya@hellasconstruction.com
 Hellas

HARDER STRUCTURAL - STRUCTURAL ENGINEERING

HOURLY BREAKDOWN

Client **City of El Paso | Capital Improvement Department**

218 N. Campbell | Second Floor | El Paso, Texas 79901

Project Name **Modesto Gomez Park**

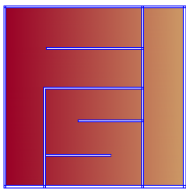
Phase 1 30% Design				
	Professional	Hourly Rate	No. of Hours.	Cost
	Principal Engineer	\$225.00	2	\$450.00
	Project Manager	\$75.00	2	\$150.00
	Production Technician II	\$50.00	4	\$200.00
Phase 1 Sub-Total				\$800.00
Phase 2 100% Design				
	Professional	Hourly Rate	No. of Hours.	Cost
	Principal Engineer	\$225.00	6	\$1,350.00
	Project Manager	\$75.00	16	\$1,200.00
	Production Technician II	\$50.00	19	\$950.00
Phase 2 Sub-Total				\$3,500.00
Phase 3 Bidding Support				
	Professional	Hourly Rate	No. of Hours.	Cost
	Principal Engineer	\$225.00	1	\$225.00
	Project Manager	\$75.00	1	\$75.00
	Production Technician II	\$50.00	0	\$0.00
Phase 3 Bidding Support Sub-Total				\$300.00
Phase 4 Construction Admin				
	Professional	Hourly Rate	No. of Hours.	Cost
	Principal Engineer	\$225.00	4	\$900.00
	Project Manager	\$75.00	4	\$300.00
	Production Technician II	\$50.00	6	\$300.00
Phase 4 Const. Admin Sub-Total				\$1,500.00
TOTAL FEE				\$6,100.00

ALPHA ENG.

Proposal Date: 1/9/2025
 Prepared for: CountryMan & Co.

SCOPE OF SERVICES		COSTS						TOTAL	
	Calculated Rate	2 10	30% Days	6 30	100%CD Days	12 60	CA Days	20 100	Weeks Days
Personnel Classification	Billable Rate	Report (Program)		Preliminary Design (Concept + SDs)		Pre-Final Design (DDs)		Costs	
		Hours	Cost	Hours	Cost	Hours	Cost		
Principal Engineer	\$200.00	10	\$2,000	20	\$4,000	11	\$2,200		\$8,200
Project Engineer	\$150.00	28	\$4,200	36	\$5,400	22	\$3,300		\$12,900
Revit Technician	\$90.00	60	\$5,400	108	\$9,720	0	\$0		\$15,120
Clerical	\$50.00	8	\$400	18	\$900	46	\$2,300		\$3,600
				0		0			
Total Fees and Hours by Phase		106	\$12,000	182	\$20,020	79	\$7,800		\$39,820

Total Fee (Rounded to nearest 000) * \$40,000



FLUID SYSTEMS, INC.

CONSULTING MECHANICAL ENGINEERS
12244 Rathmore Drive • EL PASO, TEXAS 79928 • (915) 856-9420
REGISTRATION NUMBER: F-1161

November 11, 2024

Jennifer Countryman RA, AIA, NCARB, LEED AP, MA Sociology, PMI PMP Certified

Countryman & Co.

Architecture

108 S. Stanton • El Paso, Texas 79901 • 915.929.1827
www.countrymanandcoarchitecture.com

RE: City of El Paso Modesto Gomez Park Improvements

Dear Mrs. Countryman:

This is our proposal for providing professional mechanical and plumbing engineering services on the above-mentioned project. We understand that the project would consist of work as described in email sent on November 5th, 2024 and subsequent meetings held concerning park improvements. It is our understanding a new bathroom building is to be provided and addressing utilities within the park associated with this new building. Extension of utilities beyond the property lines if required will be performed by others.

Our services would include schematic design phase, complete mechanical contract documents, including specifications typed to your format, probable cost estimates, bidding phase consulting, review of shop drawings, equipment submittals, and construction observation at the appropriate intervals.

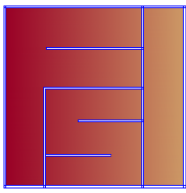
Our fee for these services would be as follows:

Design to 30%:	\$ 1,805.00
Design to 100%:	\$ 1,965.00
CA to 6 months:	\$ 910.00

If you have any questions, please call us at any time.

Yours truly,

Jose A. Bernal P.E.



FLUID SYSTEMS, INC.

CONSULTING MECHANICAL ENGINEERS
 12244 Rathmore Drive • EL PASO, TEXAS 79928 • (915) 856-9420
 REGISTRATION NUMBER: F-1161

PERSONNEL CLASIFICATION	HOURLY RATE	PHASES					
		Preliminary Design(30%)		FINAL DESIGN		CONSTRUCTION ADMIN.	
		HOURS	COST	HOURS	COST	HOURS	COST
ENGINEER	\$180.00	2	\$360.00	2	\$360.00	2	\$360.00
ASSISTANT ENGINEER	\$155.00	4	\$620.00	4	\$620.00	2	\$310.00
SPECIFICATION WRITER	\$85.00	1	\$95.00	3	\$255.00	0	\$0.00
ESTIMATOR	\$75.00	0	\$0.00	0	\$0.00	0	\$0.00
CAD OPERATOR	\$75.00	8	\$600.00	8	\$600.00	2	\$110.00
SECRETARIAL	\$65.00	2	\$130.00	2	\$130.00	2	\$130.00
		HOURS:	COST:	HOURS:	COST:	HOURS:	COST:
TOTALS		17	\$1,805.00	19	\$1,965.00	8	\$910.00
Total:							\$4,680.00

CUMMING GROUP

88 Inverness Circle East
Building G, Suite 101
Englewood, CO 80112

T 303 771 0396

cumming-group.com

November 11th, 2024

Opp #: 24-21617

Jennifer Countryman RA, AIA, NCARB, LEED AP, MA Sociology, PMI PMP Certified
Countryman & Co. Architecture
108 S. Stanton . El Paso . Texas 79901

Re: City of El Paso Modesto Gomez Flat Fields
Cost Management Services

Dear Jennifer,

Please find detailed below our proposal including our understanding of the project along with an overview of our proposed approach and service deliverables. Should you have any questions or queries whilst reading the below, then please do not hesitate to contact me.

PROJECT UNDERSTANDING

We understand the project consists of developing 27.17 acres of the Modesto Gomez Flat Fields with a total budget of \$5.8M.

COST MANAGEMENT APPROACH / DELIVERABLES

It is intended that the design information will be presented at each milestone listed below and will require the estimation of all project / construction costs, which will include GC general conditions, bonds, insurances, fee's design / construction contingencies and escalation. All soft / project costs are excluded. The estimate will be prepared in a format to suit and, where applicable, will measure and quantify scope to provide detailed cost information. Where areas, details, systems, and the like cannot be identified, we shall provide details based upon historic and parametric data from our benchmarks of similar projects and developments. Our deliverables for each stage are as follows:

30% Design

- Review design documents provided by design team
- Develop detailed cost estimate based on information provided
 - o Cost per SF will be provided where applicable
- Single (1) estimate review with Ownership / Design Team
- Single (1) estimate update based on feedback received

60% Design

- Review design documents provided by design team
- Develop detailed cost estimate based on information provided
- Single (1) estimate review with Ownership / Design Team
- Single (1) estimate update based on feedback received

90% Design

- Review design documents provided by design team
- Develop detailed cost estimate based on information provided
- Single (1) estimate review with Ownership / Design Team
- Single (1) estimate update based on feedback received

Final Design

- Review design documents provided by design team
- Develop detailed cost estimate based on information provided
- Single (1) estimate review with Ownership / Design Team
- Single (1) estimate update based on feedback received

FEE PROPOSAL

We propose a **lumpsum fee of \$29,500**. See breakdown below.

Milestones	Meetings	Estimate	Reconciliation	Total
30% Design	Included	\$6,750	Excluded	\$6,750
60% Design	Included	\$7,600	Excluded	\$7,600
90% Design	Included	\$8,600	Excluded	\$8,600
Final Design	Included	\$7,000	Excluded	\$7,000
Total	Included	\$29,950	Excluded	\$29,950

EXCLUSIONS

The following services are not included in the rates above but can be provided at an additional fee if required:

- Estimate deliverables in addition to those listed above and / or estimating later milestones
- GC reconciliation and continuous cost management
- Estimating FF&E / equipment costs / operations and maintenance costs / life cycle costing
- Construction administration / post contract cost management / scheduling
- Risk management / risk register / procurement
- Value engineering
- General contractor / construction manager contract negotiation
- Sub-contractor bid leveling
- In person meeting attendance

CONTRACT TERMS

Our fees assume any required design information (including drawings, specifications, and reports) required for the performance of our work will be provided in hard copy or electronic at no cost to Cumming. PDF is the preferred electronic format. Reimbursable expenses (travel, etc.) have been excluded and if incurred will be invoiced at actual cost with no mark-up.


Fees are valid for 90 days from the date of this proposal. Should any of the above be deleted from our scope of services, we reserve the right to adjust the remaining fees to reflect possible resultant changes to the scope of the remaining service. Please note we will require written authorization to proceed, along with acceptance of the proposed contract attached to this letter.

Invoices will be issued at the end of each calendar month and shall be based upon the agreed hourly billing rates, or in the case of an agreed lump sum, a percentage in proportion to the services performed. Each invoice will require payment within a period of 30 days from the date of the invoice.

Cumming will require at least 15 working days from receipt of all applicable documents to delivery of final estimates / updates. If this proposal meets with your approval, please return a signed acceptance, indicating the amount of approval, which will serve as the agreement between parties and our authorization to perform the services included herein. Corporate policy does not allow us to work until we have received your written authorization.

Thank you again for the opportunity to be part of your team and we certainly look forward to working with you on this exciting project. I trust the above will be to your satisfaction, but should you have any queries or questions relating to the above then please feel free to contact me anytime.

Sincerely,

	
Lucas Stover, Director of Cost Management	Sign in acceptance by:

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

For the “Architectural and Engineering Services for the Modesto Gomez Central Flat Fields 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 “**ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MODESTO GOMEZ CENTRAL FLAT FIELDS PROJECT**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$899,000.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

Phase 1- 30% Design	\$ 420,456.50
Phase 2 - Design	\$ 311,724.50
Phase 3 - Bidding & CA	\$ 157,834.00
Total:	\$ 890,015.00

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

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

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

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

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

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 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)

11/04/2024

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

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

PRODUCER WestStar Insurance P.O. Box 99105 El Paso TX 79999-9105	CONTACT NAME: Eric M Swanson PHONE (A/C. No. Ext): (915) 747-4114 E-MAIL ADDRESS: Eric.Swanson@WestStar-Insurance.com	FAX (A/C. No.): (915) 206-6552	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Countryman & Co 108 S. Stanton St, Floor 3 El Paso TX 79901 (915) 929-1827	INSURER A: Ohio Casualty Ins Co.(The)		24074
	INSURER B: General Ins. Co of America		24732
	INSURER C: Travelers Casualty & Surety Co		19038
	INSURER D: Texas Mutual Insurance Co		22945
	INSURER E:		
INSURER F:			

COVERAGES

MA

CERTIFICATE NUMBER: Cert ID 9907

(7)

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BWG62552244	01/13/2024	01/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non Owned \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BWG62552244	01/13/2024	01/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESO62552244	01/13/2024	01/13/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	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	0002084101	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors and Omissions			107972573	01/13/2024	01/13/2025	Each Occurrence \$ 1,000,000
C	Errors and Omissions			107972573	01/13/2024	01/13/2025	Aggregate \$ 2,000,000

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

Project No. 2024-0687R
 Project Name . AE Services for the Modesto Gomez Central Flat Fields Project
 City of El Paso C/O Capital Improvement are listed as additional insured as required by written contract in respects to the general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso C/O Capital Improvement Department 218 N. Campbell St. 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 
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ACORD 25 (2016/03)

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