

**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. 7: Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** N/A

**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)

## 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 **Conzor Engineers, LLC** professional limited liability company, for a project known as “Architect and Engineering Services for the Buffalo Soldier Street Improvements Project” for an amount not to exceed \$685,844.02; 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 \$785,844.02; 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.

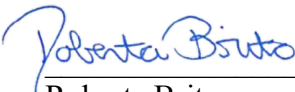
CITY OF EL PASO:

\_\_\_\_\_  
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



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

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0263R  
AE SERVICES FOR THE BUFFALO SOLDIER STREET IMPROVEMENTS PROJECT

CONSULTANT	AECOM	BARTLETT WEST	BROCK BUSTILLOS	CEA	CONSOR	FXSA	GRV	HUITT ZOLLARS	INSITU	MORENO CARDENAS	TEXAS INFRASTRUCTURE
Rater 1	80	64	46	73	77	37	72	72	52	83	23
Rater 2	77	79	68	83	82	69	77	79	70	70	65
Rater 3	67	62	59	62	70	60	62	63	55	62	56
Total Rater Scores	224	205	173	218	229	166	211	214	177	215	144
References	7.85	9.80	7.77	7.97	8.01	9.76	7.55	7.5	7.63	7.56	0
Overall Score:	231.85	214.8	180.77	225.97	237.01	175.76	218.55	221.5	184.63	222.56	144
2	7	9	3	1	10	6	5	8	4	11	

RANKINGS	CONSULTANT
1	CONSOR
2	AECOM
3	CEA

RANKINGS	CONSULTANT
4	MORENO CARDENAS
5	HUITT-ZOLLARS
6	GRV

RANKINGS	CONSULTANT
7	BARTLETT WEST
8	INSITU
9	BROCK BUSTILLOS

RANKINGS	CONSULTANT
10	FXSA
11	TEXAS INFRASTRUCTURE

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 Consor Engineers, LLC, a Florida, USA, foreign limited liability company (LLC) authorized to transact business in Texas, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “**Architect and Engineering Services for the Buffalo Soldier Street Improvements 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 **\$685,844.02** 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 construction budget for the Project is **\$5,500,000.00**, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

## ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

- 4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.
- 4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.
- 4.3 TERMINATION.** This Agreement may be terminated as provided herein.
- 4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
- 4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to



this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

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

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

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

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

- a) **Commercial General Liability**  
\$1,000,000.00 Per Occurrence  
\$1,000,000.00 Products/Completed Operations  
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY**  
**Combined Single Limit**  
\$1,000,000.00 per accident

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

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

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

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

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

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

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

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

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

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

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

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner.

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

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

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

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

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

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

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

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

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

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

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

Regulations.

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

## **ARTICLE VII. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

#### **7.6 CONTRACTING INFORMATION**

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

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

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

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

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

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

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

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

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

To the Consultant:                      CONSOR ENGINEERS, LLC  
   Attn: Leonardo Ledesma  
   1501 N. Mesa Street, Suite 100  
   El Paso, Texas 79902

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

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

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

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




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

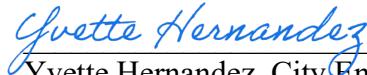
**CITY OF EL PASO:**

\_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Yvette Hernandez, 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 Mack**, as **City Manager** of the **City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

*(Signatures begin on following page)*

CONSULTANT:  
CONSOR ENGINEERS, LLC.

By: [Signature]  
Name: Ricardo Prieto  
Title: Senior VP/Director, Transportation

ACKNOWLEDGEMENT

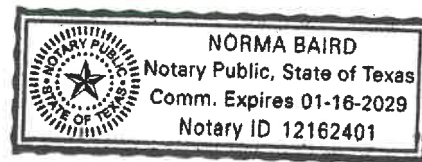
THE STATE OF Texas §  
COUNTY OF El Paso §

This instrument was acknowledged before me on this 15 day of September, 2025  
by Consor, Engineers, LLC, on behalf of Consultant.

[Signature]  
Notary Public, State of Texas

My commission expires:

01-16-2029



**ATTACHMENT “A”  
SCOPE OF SERVICES**

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

The scope of services for the Buffalo Soldier Improvements project (Solicitation #2025-0263R), will include professional engineering services for the preparation of plans, specifications, and estimates (PS&E) and related documents.

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

#### **Investigation:**

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

#### **Design:**

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

The Engineer is responsible for submitting a turnkey design product. The Engineer shall be responsible for providing State of Texas licensed designers required by the State to perform this type of project design. The Engineer shall follow City's design specifications and procedures for the development of this project and comply with all laws, regulations and policies set by the City of El Paso and TxDOT. In addition, the Engineer shall be responsible for necessary TDLR fees and registration.

Aside from complying with local building codes, the Engineer shall comply, at a minimum, with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Design and Construction Standards for park facilities, City of El Paso Capital Improvement Department Drawing Guidelines, National Association of City Transportation Officials Urban Bikeway Design and Urban Street Design Guide. The Engineer is charged with ensuring the project design is in compliance with all federal, state, and local regulations and ordinances.

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

For this scope the engineer will include the following design services: Roadway Design, Drainage Design, Traffic Design, Traffic Control Design, Surveying, Storm Water Pollution Prevention Plan Design, and Construction Phase Services.

#### **TASK 100 Project Management & Administration:**

##### **100.1 Contract Management & Administration**

The Engineer shall:

- A. Perform all work in accordance with the City's latest practices, criteria, specifications, policies, procedure.
- B. Act as an agent for the City when specified in this work authorization.
- C. Notify the City of its schedule, in advance, for all field activities.
- D. Prepare monthly written progress reports.
- E. Develop and maintain a detailed project schedule to track project conformance for the

- project. The schedule submittals shall be hard copy and electronic format.
- F. Meet on a scheduled basis with the City to review project progress.
  - G. Prepare, distribute, and file both written and electronic correspondence.
  - H. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

### **TASK 200 Roadway Design:**

#### **200.1 Preliminary Engineering; Feasibility Studies:**

The Engineer shall prepare a pre-design report and wait for approval from the City prior commencing the PS&E phase of the project. The report shall contain but not limited to a preliminary horizontal and vertical alignment (reconstruction section), design criteria summary, a proposed roadway typical section, recommended reconstruction limits based on geotechnical information, pavement structures, drainage improvement options, ADA inventory, safety enhancements, an opinion of cost for construction of the project.

#### **200.2 Geometric Design:**

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

#### **200.3 Roadway Design:**

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

#### **200.4 Typical Sections:**

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

#### **200.5 Cut and Fill Quantities:**

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

#### **200.6 Plan Preparation:**

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

#### **200.7 Construction Schedule:**

The Engineer shall meet with City of El Paso Project Manager and Construction Manager to determine construction schedule. The schedule shall take into account lead delivery time of equipment. The meeting shall be held after pre-final plans are submitted but before Final Design Notice to proceed is issued. The information will allow Engineer to prepare a current market cost estimate at the final design phase submittal.

### **TASK 300 Drainage Design:**

#### **300.1 Data Collection:**

- A. Perform site visits to observe current conditions and document field inspections with digital

- photos.
- B. Collect available applicable data including GIS maps, site survey data, and readily available rainfall history.
  - C. Collect available Flood Insurance Rate Maps (FIRMS), Flood Insurance Study (FIS), effective FEMA models, and other drainage reports where available.

### **300.2 Pre-Design Report:**

The Engineer shall prepare a pre-design report and wait for approval from the City prior commencing the PS&E phase of the project. The report shall contain but not limited to the drainage design criteria summary, two above surface alternatives for the drainage design, and opinion of cost for construction for each alternative.

### **300.3 Hydrologic Studies:**

- A. Calculate discharges for the proposed improvements using appropriate hydrologic methods per the current City of El Paso's Drainage Design Manual. This does not include calculating the discharge for the existing Ft. Bliss Spur Drain culvert by the Edgemere Blvd intersection.
- B. Consider pre-construction and post constructions conditions in the hydrologic study.
- C. Delineate external and internal drainage area boundaries and hydrologic parameters such as impervious covered area, flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing their validity.
- D. Include, at a minimum, the "design" frequency to be specified in this Work Authorization and the 1% Annual Exceedance Probability (AEP) storm frequency.

### **300.4 Complex Hydraulic Design and Documentation:**

- A. Perform proposed hydraulic design and analysis using appropriate hydraulic methods per the current City of El Paso's Drainage Design Manual.
- B. Provide two above surface storm system alternative designs (curb openings, flumes and ditches) for the drainage improvements in the Pre-Design Report.
- C. Prepare drawings, specifications, and details for the chosen above surface storm system alternative. The design of a new closed storm system and/or replacing the existing closed storm system by Edgemere are not included in this scope.
- D. Maintain existing conditions and peak flows where feasible (existing flow patterns to remain). Develop designs that minimize interference with the passage of traffic or cause damage to street and local property in accordance with the City of El Paso's Drainage Design Manual, City criteria, and any specific guidance provided by the City.
- E. Verification of the capacity for the existing culvert crossing by Edgemere Blvd is not included in this scope.
- F. Replacing/retrofitting the existing culvert by Edgemere Blvd with a larger conduit connection for future conditions as recommended in the El Paso 2021 Stormwater Master Plan are not included in this scope.
- G. Coordination with the Floodplain Administrator is not anticipated and is not included in this scope.

### **300.5 Drainage Plan Preparations**

The Engineer shall prepare drawings, specifications and details for the drainage improvements for submittal packages milestones 60%, 90%, and 100% design phases which include:

- A. External and Internal Drainage Area Map and Calculation Sheets

- B. Flume and Ditch Calculation Sheets
- C. Drainage Plan & Profile Sheets
- D. Drainage Details and Standards
- E. Quantities

**TASK 400 Traffic Design:**

**400.1 Signing:**

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

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

**400.2 Pavement Marking:**

- A. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest City and/or State standards.
- B. The Engineer shall provide a 3D corridor model with the proposed pavement marking stenciled onto the model.
- C. The Engineer shall provide the following information on sign and pavement marking layouts:
  - 1. Roadway layout.
  - 2. Center line with station numbering.
  - 3. Designation of arrow used on exit direction signs
  - 4. Culverts and other structures that present a hazard to traffic.
  - 5. Location of utilities.
  - 6. Existing signs to remain, to be removed, to be relocated or replaced.
  - 7. Proposed signs (illustrated, numbered and size).
  - 8. Proposed overhead sign bridges to remain, to be revised, removed, relocated, or replaced.
  - 9. Proposed overhead sign bridges, indicating location by plan.
  - 10. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
  - 11. Quantities of existing pavement markings to be removed.
  - 12. Proposed delineators, object markers, and mailboxes.
  - 13. The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
  - 14. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
  - 15. Right-of-way limits.
  - 16. Direction of traffic flow on all roadways.

#### **400.3 Traffic Studies:**

The Engineer shall prepare a traffic study to support their recommendation for proposed intersection improvements (Montana at Buffalo Soldier Dr.) based on projected volumes. Study will include addressing mobility and safety.

The Engineer shall implement proposed traffic signal improvements within existing City ROW unless otherwise approved by the City. The Engineer shall refer to latest version of the *TMUTCD*, *Traffic Signal Manual*, COEP Design Standards and The State's roadway and traffic standards.

#### **400.4 Illumination:**

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

#### **TASK 500 Traffic Control Design:**

##### **500.1 Traffic Control Plan, Detours, Sequence of Construction:**

The Engineer shall prepare Traffic Control Plans (TCP) for the project. The Engineer is to complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. The TCP shall be developed in accordance with the latest edition of the *TMUTCD* and shall consist of all current and applicable State Standards. The Engineer is to implement the current Barricade and Construction (BC) standards as applicable.

- i. The Engineer shall provide a written narrative of the construction sequencing and work activities per phase.
- ii. The Engineer shall attend a safety review meeting to present the traffic control concept to the safety review committee from approval.
- iii. The Engineer shall present to the Traffic Control Safety Review Committee and address recommendations as warranted.

#### **TASK 600 Surveying:**

**Refer to Brock & Bustillos Attachment**

#### **TASK 700 Utility Management & Coordination:**

##### **700.1 Utility Services and Utility Easements:**

Based on the design, the Engineer shall coordinate with all utilities stakeholders, including but not limited to the Public Service Board (PSB), Texas Gas, El Paso Electric, and TxDOT that will be affected by the proposed improvements. The Engineer shall submit all applications to the utilities on behalf of the City of El Paso. However, the City of El Paso shall pay all utility service fees. The Engineer will not pull the installation of service. The installation of the service shall be coordinated by the building contractor. Construction documents shall clearly show all utility company contacts



and type of service requested. All utility service requests shall be submitted by the Engineer by or before the construction documents are submitted for bid advertisement. The Engineer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The Engineer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. Resler Blvd. Extension will not have any proposed water nor sanitary sewer utilities along the proposed corridor hence the Engineer will not be responsible for coordinating nor incorporating these design into the final construction documents for bid advertisement under this scope.

#### **700.2 Utility Coordination:**

The Engineer shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The Engineer shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The Engineer shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the Engineer and utility companies the need and extent of relocation shall be determined. If a dispute arises the Engineer shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The Engineer in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However, each utility company can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and funding is provided. The Engineer shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. The Engineer shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

#### **TASK 800 Storm Water Pollution Prevention Plan (SW3P):**

##### **800.1 Storm Water Pollution Prevention Plan:**

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

#### **TASK 900 Environmental:**

##### **900.1 Environmental Documentation Standards.**

Each environmental service provided by the Engineer must have a deliverable. Deliverables must summarize the methods used for the environmental services and the results achieved. The summary of results must be sufficiently detailed to provide satisfactory basis for thorough review by the State, Federal Highway Administration (FHWA), and (where applicable) other agencies with regulatory oversight. All deliverables must meet regulatory requirements for legal sufficiency and adhere to the requirements for reports enumerated in the State's National Environmental Policy Act of 1969 (NEPA) Memorandum of Understanding (MOU).

A. Quality Assurance (QA) and Quality Control (QC) Review

For each deliverable, the Engineer shall perform QA and QC reviews of environmental documents and on all supporting environmental documentation to determine whether documents conform with:

1. Current Environmental Compliance Toolkit guidance, documentation requirements, and templates published by TxDOT's Environmental Affairs Division (ENV) and in effect as of the date of receipt of the documents or documentation to be reviewed;
2. Current state and federal laws, regulations, policies, guidance, agreements, and memoranda of understanding between the State and other state or federal agencies; and
3. Guidelines contained in Improving the Quality of Environmental Documents, A Report of the Joint AASHTO and American Council of Engineering Companies (ACEC) Committee in Cooperation with the FHWA (May 2006) for:
  - a. Readability, and
  - b. Use of evidence and data in documents to support conclusions.

Upon request by the State, the Engineer shall provide documentation that the QA and QC reviews were performed by qualified staff.

- B. The Engineer shall maintain the project environmental record in TxDOT's Environmental Compliance Oversight System (ECOS), including project review, completing the work development plan screens, uploading documents, and completing activities as assigned by the Houston District.
- C. Deliverables must contain all data acquired during the environmental service and be written to be understood by the public in accordance with the TxDOT's Environmental Toolkit guidance, documentation standards, and current guidelines, policies, and procedures.
- D. Electronic versions of each deliverable must be written in software that is fully compatible with the software currently used by the State and provided in the native format of the document for future use by the State. The Engineer shall supplement all hard copy deliverables with electronic copies in searchable Adobe Acrobat (.pdf) format, unless another format is specified. Each deliverable must be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable. The Engineer shall deliver the electronic files on CD, DVD, or USB flash drive in both the document's native format and the PDF format.
- E. When the environmental service is to apply for a permit (e.g., United States Coast Guard (USCG) permit or USACE permit), the Engineer shall provide the permit and all supporting documentation to the State as the deliverable.
- F. The Engineer shall complete the latest version of the EPIC sheets and Stage Gate Checklists. These sheets must be signed, sealed and dated by the Engineer as indicated in signature block. The final sheets must be submitted for the State's signature.
- G. Submission of Deliverables
1. Deliverables must consist of documentation to support a categorical exclusion (CE) determination, or the preparation of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS), as applicable. Technical reports and

documentation must be prepared to support the applicable environmental classification (e.g. CE, EA, or EIS). Additionally, an Open-Ended (d) list Categorical Exclusion Classification Request Form must be prepared to classify the project as an Open Ended (d) list CE, if needed.

2. All deliverables must comply with all applicable state and federal environmental laws, regulations, procedures, and TxDOT's Environmental Compliance Toolkits, documentation requirements, and templates.
3. On the cover page of any environmental documentation, the Engineer shall insert the following language in a way that is conspicuous to the reader or include it in a CE project record:

"The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9, 2019, and executed by FHWA and Texas Department of Transportation (TxDOT)."

- H. The State will provide the State's and other agency comments on draft deliverables to the Engineer. The Engineer shall revise the deliverable:
  1. To include any State commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, Section 106, or Section 4(f)), required for the transportation activity as specified by the State;
  2. To incorporate the results of public involvement and agency coordination;
  3. To reflect mitigation measures resulting from comments received or changes in the transportation activity; and
  4. To include with the revised document a comment response form (matrix) in the format provided by the State.
- I. The Engineer shall provide photographs and graphics that clearly depict details relevant to an evaluation of the project area. Comparable quality electronic photograph presentations must be at least 1200 x 1600 pixel resolution. The State can request images/graphics be provided in another format or quality.

#### **900.2 Environmental Assessment (EA) Content and Format. (OMIT)**

#### **900.3 Environmental Impact Statement (EIS) Content and Format. (OMIT)**

#### **900.4 Environmental Re-evaluation Form. (OMIT)**

#### **900.5 Environmental Technical Analyses and Documentation.**

- A. Definition of technical analyses and documentation for environmental services.

In general, technical analyses and documentation for environmental services might include a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision.

The State may determine what technical reports and documentation are necessary for any given project. The Engineer shall prepare all technical reports and documentation for the State with sufficient detail and clarity to support

environmental determinations. All technical reports must be compliant with TxDOT's Environmental Compliance Toolkits, documentation requirements, and templates. The environmental document must reference the technical reports.

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

B. Minimum Deliverables:

1. Draft technical analyses and documentation
2. Final technical analyses documentation

C. The exact environmental technical analyses and documentation must be determined in this work authorization, and include:

1. Section 4(f) Evaluation (OMIT)
2. Section 6(f) Evaluation (OMIT)
3. Community Impacts Analysis

Complete a Community Impacts Assessment Technical Report Form, if necessary, as required. The Engineer shall complete Part A and the Summary Statement.

4. Induced Growth Impact Analysis and Cumulative Impacts Analysis (OMIT)
5. Air Quality Studies (OMIT)
6. Noise Analysis Technical Reporting - (OMIT)
7. Water Resources Analysis and Documentation

The Engineer shall provide environmental documentation, conduct field surveys, and provide analysis of water resources for compliance with state and federal regulations as described in the Environmental Guide: Volume 2 Activity Instructions, <https://www.txdot.gov/content/dam/docs/environmental/toolkit/060-06-gui.pdf>, and the associated forms, templates, and guidance found in the Water Resources section of the Natural Resources Toolkit, <https://www.txdot.gov/business/resources/environmental/compliance-toolkits/natural-resources.html>. The applicable water resource studies must be determined in this work authorization. In the case that field surveys are required, then the Engineer shall contact TxDOT's Environmental Affairs Division's Natural Resource Management Section (ENV-NRM) for clearance prior to starting fieldwork. ENV-NRM will verify that approved methods and appropriately permitted and experienced staff will be used.

At the request of the State, the Engineer shall provide the following water analysis:

- a. Surface Water Analysis Form, including analysis of:
  - (1) Section 404 of the Clean Water Act;

- (2) Section 303(d) of the Clean Water Act;
  - (3) General Bridge Act/Section 9 of the Rivers and Harbors Act;
  - (4) Section 10 of the Rivers and Harbors Act;
  - (5) Section 401 of the Clean Water Act; and
  - (6) Executive Order 11990, Protection of Wetlands.
- b. International Boundary Water Commission (IBWC) approval (OMIT)
- c. Coastal Barrier Resources Act (CBRA) analysis (OMIT)
- d. National Wild and Scenic Rivers Act (NWSRA) analysis (OMIT)
- e. Texas Coastal Management Program (TCMP) analysis (OMIT)
- f. Waters of the United States (WOTUS) Delineation report prepared in accordance with ENV's Documentation Standard for Waters of the U.S. Delineation Report using ENV's Template: Waters of the U.S. Delineation Report including all supporting forms and exhibits
- g. Section 404/10 Impacts Table prepared in accordance with TxDOT ENV's Section 404/10 Impacts Table and Instructions – Preparing a Section 404/10 Impacts Table
- h. Section 404/10/9 Permitting Package, including (OMIT):
  - (1) USACE PCN Permitting Application prepared in accordance with TxDOT ENV's Documentation Standard for PCN
  - (2) USACE IP Permitting Application prepared in accordance with TxDOT ENV's Documentation Standard for IP
  - (3) USACE LOP Permitting Application
  - (4) USACE RGP Permitting Application
  - (5) Conditional/Functional Assessment
  - (6) Permittee-responsible Mitigation Plan
  - (7) Permittee-responsible Mitigation Plan Implementation
  - (8) 401 Certification
  - (9) USCG Bridge Permit Application prepared in accordance with the USCG Bridge Permit Application Guide (BPAG)
  - (10) USCG Exception Request
  - (11) USCG Navigational Lighting
- i. For all WOTUS surveys, the Engineer shall:
  - (1) Provide the results of the land survey in electronic DGN file format to be incorporated into the schematic and plans. GIS and KMZ files of the land survey must also be provided.
  - (2) Determine the acres of permanent and temporary impacts and linear feet of impacts at each WOTUS and provide figures of the

WOTUS and associated impacts overlaying the schematic and plan sheets.

8. Biological and Natural Resources Management Analysis and Documentation

The Engineer shall provide environmental documentation, conduct field surveys, and provide analysis of biological natural resources for compliance with state and federal regulations as described in the Environmental Guide: Volume 2 Activity Instructions, <https://www.txdot.gov/content/dam/docs/environmental/toolkit/060-06-gui.pdf>, and the associated forms, templates, and guidance found in the Water Resources section of the Natural Resources Toolkit, <https://www.txdot.gov/business/resources/environmental/compliance-toolkits/natural-resources.html>. The applicable natural resource studies must be determined in this work authorization. In the case that field surveys are required, then the Engineer must contact ENV-NRM for clearance prior to starting work. ENV-NRM will verify that approved methods and appropriately permitted and experienced staff will be used. At the request of the State, the Engineer shall provide the following biological and natural resource analysis:

- a. Species Analysis Form, including:
  - (1) Species Analysis Spreadsheet and Species Analysis form, which can include a habitat analysis for the entire project area, field surveys for protected species, and presence/absence surveys.
  - (2) The Technical Expert shall download the current version of ENV's Species Analysis Spreadsheet and Species Analysis form from ENV's on-line toolkit. The Technical Expert shall prepare ENV's Species Analysis Spreadsheet and Species Analysis form in accordance with ENV's Environmental Guide Volume 2 Activity Instructions from ENV's on-line toolkit.
  - (3) Bald and Golden Eagle Protection Act (BGEPA) analysis and coordination assistance.
- b. Farmland Protection Policy Act (FPPA) analysis (OMIT)
- c. Marine Mammal Protection Act (MPPA) analysis (OMIT)
- d. Essential fish habitat (EFH) analysis (OMIT)
- e. Preparation of USFWS/National Marine Fisheries Service (NMFS) species consultation, including section 7 informal and formal consultation for USFWS/NMFS (OMIT)
- f. For all projects within a USFWS Designated Karst Zone or Critical Habitat: (OMIT)
  - (1) A USFWS permitted biologist must perform the habitat assessment for listed karst invertebrates per USFWS protocols.
  - (2) A Texas licensed Professional Geoscientist (P.G.) must perform, sign, and seal the karst features survey. The Texas licensed P.G. must have experience in central Texas karst geology.

9. Initial Site Assessment (ISA) with Hazardous Materials Project Impact Evaluation Report

The Engineer shall provide an ISA with Hazardous Materials Project Impact Evaluation Report for the limits of the proposed project in accordance with Statement of Work for Hazardous Materials Processes related to NEPA in the TxDOT Hazardous Materials Management Toolkit

(<http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits/haz-mat.html>).

10. Archeological Documentation Services

The Engineer shall provide archeological studies and documentation. All archeological studies must be sufficient to satisfy the current TxDOT Archeological Sites and Cemeteries Toolkit. An archeological background study must be performed prior to field work. If the Engineer was provided with a background study by the State, a new background study is not required.

The Engineer shall provide archeological resource identification, evaluation, and documentation services. In compliance with TxDOT's Environmental Compliance Toolkits, the Engineer shall provide the following archeological services and deliverables:

- a. Archeological background study
- b. Archeological reconnaissance survey
- c. Archeological intensive survey

An archeological survey (reconnaissance or intensive) must be sufficient to satisfy state and federal regulations. The applicable archeological survey must be determined at work authorization level. The archeological background study will identify areas designated for survey with impacts deeper than three feet; any required reconnaissance or intensive surveys will be covered under a supplemental work authorization. The Engineer shall contact TxDOT's Environmental Affairs Division's Archeological Studies Branch (ENV-ARCH) for approval prior to starting field and survey work. ENV-ARCH will verify that approved methods and appropriately permitted and experienced staff will be used.

11. Historic Resource Identification, Evaluation, and Documentation Services

The Engineer shall provide historic resource identification, evaluation, and documentation services. In compliance with TxDOT's Environmental Compliance Toolkits, the Engineer shall provide the following historic resource services and deliverables:

- a. Historic Resources Project Coordination Request (PCR),
- b. Historic Resources Research Design, and
- c. Historic Resource Survey Report, including windshield, reconnaissance, or intensive level documentation.

All services, except the historic resource PCR, must have prior approval by TxDOT's Environmental Affairs Division's Historical Studies Branch (ENV-

HIST) to be performed. The historic resource PCR must be accepted by ENV-HIST prior to survey field work.

12. Floodplain Impacts (include Floodplain Impacts Information in the Surface Water Analysis) (OMIT)
13. Stormwater Permits (Section 402 of the Clean Water Act) (OMIT)
14. EPIC Sheets

The Engineer will prepare EPIC Sheets for State's review.

#### **TASK 1000 Geotechnical Data Collection:**

**Refer to CQC Attachment**

#### **TASK 1100 Public Involvement:**

##### **1100.1 Public Involvement:**

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

#### **TASK 1200 ADA Compliance & Requirements:**

##### **1200.1 ADA Compliance and Requirements:**

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

#### **TASK 1300 Subsurface Utility Engineering:**

**Refer to Cobb Fendley Attachment**

#### **TASK 1400 Landscaping:**

**Refer to Greenway Studio Attachment**

#### **TASK 1500 Bid & Construction Phase Service:**

##### **1500.1 Bid Phase Services:**

The Engineer shall submit the following for bidding:

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



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

#### **1500.2 Construction Phase Services:**

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

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

#### **Planning:**

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

#### **Design Analysis:**

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

#### **Technical Specifications:**

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

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

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

The Engineer shall be responsible when applicable for the preparation all documents that include but

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

**PRODUCTS REQUIRED:**

**Drawings and Specifications:**

**Pre-Design Report (If applicable)**

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

**30% Design:**

The firm shall submit the following preliminary design submittal, as applicable.

- • Coversheet (90% complete)
- • Quantity Summary Sheet (100% complete)
- • Electrical Plan and Details (50% complete)
- • Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)

- Utility Status and coordination report
- Signage and striping Details (30% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

#### **60% Design:**

The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Outline of Specs (100% complete)
- Landscape plan (90% complete)
- Typical Landscape details (90%)
- General Notes
- Engineer's Estimate
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report
- Signage and striping Details (60% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

#### **95% Design:**

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

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical plan and details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical landscape details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report
- Signage and striping Details (100% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

### **100% Design:**

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

### **Bidding and Construction:**

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings

- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

Engineer's Cost Estimate line item review

Engineer's Bid Tab review and recommendation letter

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

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Provide architectural supplemental information (ASIs)
- Attend to construction project's meetings
- Provide final report of RAS Inspection
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

#### **Construction Observation:**

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street improvements, , and other project estimates as requested when the contractor submits a change order.

- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

#### **PROJECT SCHEDULE:**

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall be based on a **February 2027 project letting** and shall include preliminary design report, 60% design, 95% design, 100% design, RTL design, public involvement and owner's review time as follows:

- **Preliminary Design Report:**      **December 2025**
- **60% Design Phase:**                **DDR - April 2026**
- **95% Design Phase:**                **DDR – August 2026**
- **100% Design Phase:**               **DDR – October 2026**
- **RTL Design:**                         **December 2026**
- **Project Let:**                             **February 2027**

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

BUFFALO SOLDIER IMPROVEMENTS  
 EXHIBIT D

Firm Name: Consor Engineers, LLC.							
Exhibit D Fee Summary							
Project: Buffalo Soldier Improvements							
Method of Payment: Lump Sum/Specified Rate							
Task	Consor Engineers LLC	Brock & Bustillos Inc.	CQC Testing and Engineering, LLC	Cobb Fendley	SWCA	Greenway Studio	Julie Gered, RAS
	(PRIME)	Survey	Geotechnical	Subsurface Utility Engineering	Environmental (Archeological Background Study & PCR for Historic Studies)	Landscaping	TDLR
TASK 100 - Project Management & Administration	\$ 55,345.08						
TASK 200 - Roadway Design	\$ 184,541.25						
TASK 300 - Drainage Design	\$ 64,764.21						
TASK 400 - Traffic Design	\$ 78,307.81						
TASK 500 - Traffic Control Design	\$ 15,190.87						
TASK 600 - Surveying		\$ 27,590.00					
TASK 700 - Utility Management & Coordination	\$ 17,917.20						
TASK 800 - Storm Water Pollution Prevention Plan (SW3P)	\$ 6,960.80						
TASK 900 - Environmental Services	\$ 37,319.78				\$ 9,015.00		
TASK 1000 - Geotechnical Data Collection			\$ 15,896.00				
TASK 1100 - Public Involvement	\$ 16,483.00						
TASK 1200 - ADA Compliance & Requirements							\$ 2,600.00
TASK 1300 - Subsurface Utility Engineering				\$ 10,430.00			
TASK 1400 - Landscaping						\$ 27,935.00	
TASK 1500.1 - Bid Phase Services	\$ 12,157.34					\$ 1,670.00	
TASK 1500.2 - Construction Phase Services	\$ 67,769.68					\$ 10,190.00	
ODE's	\$ 23,761.00						
Sub Total:	\$ 580,518.02	\$ 27,590.00	\$ 15,896.00	\$ 10,430.00	\$ 9,015.00	\$ 39,795.00	\$ 2,600.00
Grand Total:	\$ 685,844.02						

Lump Sum Design Fee Schedule Breakdown:	
Preliminary Engineering - Design Report Submittal	\$ 116,657.91
60% Plan Submittal	\$ 217,129.63
95% Plan Submittal	\$ 187,824.50
100% Plan Submittal	\$ 72,444.96
Sub Total	\$ 594,057.00
Specified Rate Bid & Construction Schedule Breakdown:	
Bid Phase Services	\$ 13,827.34
Construction Phase Services	\$ 77,959.68
Sub Total	\$ 91,787.02
Grand Total	\$ 685,844.02



BUFFALO SOLDIER IMPROVEMENTS  
EXHIBIT D

Firm Name: Consor Engineers, LLC																					
Exhibit D : Fee Schedule																					
Method of Payment: Lump Sum																					
Project: Buffalo Soldier Improvements																					
LABOR CLASSIFICATION																					
Item - Task	Senior Project Manager	Project Manager	Engineer (Senior)	Engineer (Design)	Engineer in Training II	Engineer in Training I	Utilities Coordinator Senior	Utilities Coordinator	Environmental Planner Senior	Environmental Planner Project	Environmental Specialist	GIS Specialist	CADD Operator Senior	CADD Operator	CADD Operator - Junior	Senior Public Involvement Specialist	Junior Public Involvement Specialist	Junior Graphic Designer	Admin/Clerical	Total LOE (Hrs)	Total Cost (\$\$)
Contract Rate (Hourly)	\$298.81	\$256.12	\$221.97	\$170.75	\$128.06	\$110.99	\$199.21	\$142.29	\$267.51	\$199.21	\$128.06	\$99.60	\$136.60	\$108.14	\$91.07	\$199.21	\$128.06	\$99.60	\$85.37		
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																					
TASK 100 - Project Management & Administration																					
100.1 Contract Management and Administration																					
Coordination with the City/State	1	4	4	4	2															15	\$3,150.29
Coordination with internal team and subconsultants	1	6	2	2																11	\$2,620.97
Prepare monthly written progress reports		3		1					2	4									3	13	\$2,527.08
Develop and maintain detailed project design schedule	1	2		2																5	\$1,152.55
Develop and maintain detailed project budget	2	3																		5	\$1,365.98
Prepare, distribute and file written and electronic correspondence		2		3																5	\$1,024.49
Sub contracts, monitor sub consultant activities, invoices		2		3															4	9	\$1,365.97
SUBTOTAL	5	22	6	15	2				2	4									7	63	\$13,207.33
TASK 200 - Roadway Design																					
200.1 Feasibility Studies (Pre-Design Report)																					
Data Collection and Field Reconnaissance	1	2		10	8															21	\$3,543.03
Design Criteria		1	2	2	4															9	\$1,553.80
Safety Audit/Analysis	1	2	4	12	16															35	\$5,796.89
Develop Design Options	1	4	8	16	32									4				12		77	\$11,556.73
Preliminary Cost Estimates	1	2		16	12															31	\$5,079.77
Preliminary Design Layout	1	2		24	16									20						63	\$9,120.81
200.2 Geometric Design																					
Preliminary Geometric Layout				2	4															6	\$853.74
200.3 Roadway Design																					
Prepare Plan & Profile Sheets				2	8									10						20	\$2,447.38
200.4 Typical Sections																					
Existing Typcial Section				1	4									8						13	\$1,548.11
Proposed Typical Section				1	6									6						13	\$1,587.95
200.6 Plan Preparation																					
Title Sheet					2									2						4	\$472.40
Index of Sheet					2									2						4	\$472.40
Demolition Sheets				1	2									2						5	\$643.15
Project QAQC	1	1	2										2							6	\$1,272.07
200.7 Construction Schedule (60%, 90%, 100%)		4			20															24	\$3,585.68
SUBTOTAL	6	18	16	87	136								2	54				12		331	\$49,533.91
TASK 300 - Drainage Design																					
300.1 Data Collection			1		16															17	\$2,270.93
300.2 Pre-Design Report		1	8		40									8						57	\$8,019.40
300.3 Hydrologic Studies																					
External Drainage Areas			2		8															10	\$1,468.42
Internal Drainage Areas			4		8															12	\$1,912.36
300.4 Complex Hydraulic Design & Documentation																					
Existing Storm System Design/Check		1	4		12															17	\$2,680.72
300.5 Drainage Plan Preparations																					
External DA Map & Calc Sheets			1		4									6						11	\$1,383.05
Internal DA Map & Calc Sheets			1		12									8						21	\$2,623.81
300.6 QAQC	1	2	5										1							9	\$2,057.50
SUBTOTAL	1	4	26		100								1	22						154	\$22,416.19
TASK 400 - Traffic Design																					
SUBTOTAL																					\$0.00
TASK 500 - Traffic Control Design																					
SUBTOTAL																					\$0.00
TASK 700 - Utility Management & Coordination																					
700.2 Utility Engineering and Coordination			2				4	5												11	\$1,952.23
SUBTOTAL			2				4	5												11	\$1,952.23
TASK 800 - Storm Water Pollution Prevention Plan																					
SUBTOTAL																					\$0.00
TASK 900 - Environmental-Social, Economic, and Environmental Studies																					
SUBTOTAL																					\$0.00
PRELIMINARY ENGINEERING DESIGN TOTALS	12	44	50	102	238		4	5	2	4			3	76				12	7	559	\$87,109.66

BUFFALO SOLDIER IMPROVEMENTS  
EXHIBIT D

60% DESIGN PHASE																					
TASK 100 - Project Management & Administration																					
100.1 Contract Management and Administration																					
Coordination with the City/State	1	4	4	4	2															15	\$3,150.29
Coordination with internal team and subconsultants	1	12	2	2	1				2	4										24	\$5,617.61
Prepare monthly written progress reports		4		2					2	4								4		16	\$3,039.32
Develop and maintain detailed project design schedule	1	2		2						2										7	\$1,550.97
Develop and maintain detailed project budget	2	4																		6	\$1,622.10
Prepare, distribute and file written and electronic correspondence		2		3																5	\$1,024.49
Sub contracts, monitor sub consultant activities, invoices		2		3															4	9	\$1,365.97
SUBTOTAL	5	30	6	16	3				4	10									8	82	\$17,370.75
TASK 200 - Roadway Design																					
200.2 Geometric Design																					
Preliminary Geometric Layout		1	1	4	4															10	\$1,673.33
Preliminary 3D Corridor Model		1	2	10	12															25	\$3,944.28
200.3 Roadway Design																					
Horizontal Geometry Design		1	1	5	4															11	\$1,844.08
Vertical Geometry Design		1	2	8	16															27	\$4,115.02
Prepare Plan & Profile Sheets		1		15	20									30						66	\$8,622.77
200.4 Typical Sections																					
Existing Typcial Section		1		1.5	6									8						16.5	\$2,145.73
Proposed Typical Section		1		2.5	7									6						16.5	\$2,228.26
200.5 Cut and Fill Quantities																					
Refine Preliminary 3D Corridor		0.5		5	8															13.5	\$2,006.29
Corridor Cross Section Sheets (Est. 50 Cross Sections @ 50-ft)		0.5		7	15									15						37.5	\$4,866.31
Earthwork Calculations		1		6	10															17	\$2,561.22
200.6 Plan Preparation																					
Title Sheet		1		2	4									2						9	\$1,326.14
Index of Sheet		0.5		2	4									2						8.5	\$1,198.08
General Notes Sheets		1	2	3	8									2						16	\$2,453.07
Estimate & Quantity Sheets (E&Q)		1		3	6									2						12	\$1,753.01
Alignment Data Sheets		1		2	4									4						11	\$1,542.42
Demolition Sheets		0.5		2	5									5						12.5	\$1,650.56
EPIC Sheet		0		1	5									2						8	\$1,027.33
Design Standards and Detail Sheets		1	1	5	4									4						15	\$2,276.64
Project QAQC	10	12	20										6							48	\$11,320.54
200.7 Construction Schedule (60%, 90%, 100%)		2			8															10	\$1,536.72
SUBTOTAL	10	29	29	84	150								6	82						390	\$60,091.79
TASK 300 - Drainage Design																					
300.3 Hydrologic Studies																					
External Drainage Areas			1		6															7	\$990.33
Internal Drainage Areas		1	2		12															15	\$2,236.78
300.4 Complex Hydraulic Design & Documentation																					
Existing Storm System Design/Check		2	4		14															20	\$3,192.96
300.5 Drainage Plan Preparations																					
External DA Map & Calc Sheets			1		2									4						7	\$910.65
Internal DA Map & Calc Sheets			1		10									4						15	\$1,935.13
Storm System Calc Sheets			2		2									2						6	\$916.34
Drainage Plan & Profile & Calc Sheets			1		12									8						21	\$2,623.81
Draiange Details & Standards			1		4									2						7	\$950.49
Quantities					6															8	\$1,212.30
300.6 QAQC	1	1	10										1							13	\$2,911.23
SUBTOTAL	1	4	25		68								1	20						119	\$17,880.02

BUFFALO SOLDIER IMPROVEMENTS  
 EXHIBIT D

TASK 400 - Traffic Design																						
400.1 Signing																						
Small Sign Details					1	1									1					3	\$406.95	
Summary of Small Signs					1	4									1					6	\$791.13	
Standards					1	1									1					3	\$406.95	
400.2 Pavement Marking																						
Pavement Markings & Signing Layouts					10	12									36					58	\$7,137.26	
Summary of Pavement Markings and Signing					2	4									2					8	\$1,070.02	
Standards					1	2									1					4	\$535.01	
400.3 Traffic Study			2	2	8	8														20	\$3,346.66	
400.4 Illumination																						
Continuous Illumination Layouts					6	14									16					36	\$4,547.58	
Voltage Drop Calculations			2		2	6														10	\$1,622.10	
Circuit Diagrams			1		1	2									1					5	\$791.13	
Electrical Service Summary/Service Coordination					4	1									1					6	\$919.20	
Photometric Analysis			1		8	8									10					27	\$3,728.00	
Illumination Standards					1	1									1					3	\$406.95	
400.5 QAQC		8	4	6									6							24	\$5,566.38	
SUBTOTAL		8	10	8	46	64							6	71						213	\$31,275.32	
TASK 500 - Traffic Control Design																						
500.1 Traffic Control Plan																						
Sequence of Work Layout			1	0.5	6	4									2					13.5	\$2,120.13	
Traffic Control Typical Sections & Plan Layouts			1	0.5	6	12									14					33.5	\$4,442.29	
Traffic Control Plan Standards																				0	\$0.00	
Coordinate with State for TCP approval to SRT Meeting																				0	\$0.00	
SUBTOTAL			2	1	12	16									16					47	\$6,562.41	
TASK 700 - Utility Management & Coordination																						
700.2 Utility Engineering and Coordination			2	2				7	26						10					47	\$7,131.59	
SUBTOTAL			2	2				7	26						10					47	\$7,131.59	
TASK 800 - Storm Water Pollution Prevention Plan																						
800.1 Develop SW3P Layouts			1		1	6									6					14	\$1,844.07	
800.2 Calculate and Tabulate Quantities			1		1	2									2					6	\$899.27	
SUBTOTAL			2		2	8									8					20	\$2,743.34	
TASK 900 - Environmental-Social, Economic, and Environmental Studies																						
900.1 Environmental Documentation Standards (included below)																				0	\$0.00	
900.2 Environmental Assessment (EA) Content and Format (OMIT)																				0	\$0.00	
900.3 Environmental Impact Statement (EIS) Content and Format (OMIT)																				0	\$0.00	
900.4 Environmental Re-evaluation Form (OMIT)																				0	\$0.00	
900.5 Environmental Technical Analyses and Documentation																				0	\$0.00	
A. Definition of technical analyses and documentation (included below)																				0	\$0.00	
B. Minimum Deliverables																				0	\$0.00	
C. Technical Analyses																				0	\$0.00	
1. Section 4(f) Evaluation (OMIT)																				0	\$0.00	
2. Section 6(f) Evaluation (OMIT)																				0	\$0.00	
3. Community Impacts Analysis Form										1	2	4	2						1	10	\$1,462.74	
4. Induced Growth Impact Analysis and Cumulative Impacts Analysis (OMIT)																				0	\$0.00	
5. Air Quality Studies (OMIT)																				0	\$0.00	
6. Noise Analysis Technical Reporting - (OMIT)																				0	\$0.00	
7. Water Resources Analysis and Documentation																				0	\$0.00	
a. Draft and Final Surface Water Analysis Form										1	2	8							1	12	\$1,775.78	
f. WOTUS Delineation Report										1	8	12	6						1	28	\$4,080.88	
g. Section 404/10 Impacts Table										1	2	4								7	\$1,178.17	
8. Biological/Natural Resources Management Analysis and Documentation																				0	\$0.00	
a. Draft and Final Species Analysis Form										2	2	16	6							26	\$3,580.00	
9. ISA with Hazardous Materials Project Impact Evaluation Report										1	2	16	4						1	24	\$3,198.66	
10. Archeological Documentation Services (Review & Coord w/ SWCA)																				0	\$0.00	
11. Historic Resource Identification, Evaluation, and Documentation Services (Review & Coord w/ SWCA)																				0	\$0.00	
12. Floodplain Impacts (include Floodplain Impacts Information in the Surface Water Analysis) (OMIT)																				0	\$0.00	
13. Stormwater Permits (Section 402 of the Clean Water Act) (OMIT)																				0	\$0.00	
14. EPIC Sheets										1	2									3	\$665.93	
																				0	\$0.00	
SUBTOTAL										8	20	60	18							4	110	\$15,942.16

BUFFALO SOLDIER IMPROVEMENTS  
 EXHIBIT D

TASK 1100 - Public Involvement																				0	\$0.00
1100.1 Support for Public Meeting (2)/Public Hearing (0)																					
Prepare materials for meetings with stakeholders/MAPOs																2	2			4	\$654.54
Attend meetings with stakeholders/ MAPOs																4	4			8	\$1,309.08
Prepare meeting notes from meetings with stakeholders/MAPOs																1	1		2	4	\$498.01
Public Meeting Preparation (x2 events)							2	2								4	4	3		15	\$2,541.32
Pre-Meetings (4 per "round" of events, 8 total)																2	2			4	\$654.54
Attend Public Meeting/Hearing (2 total events)							1	1								2	2			6	\$1,121.26
Prepare Public Meeting/Hearing Documentation							1	1								2	4		1	9	\$1,462.75
SUBTOTAL							4	4								17	19	3	3	50	\$8,241.50
60% DESIGN TOTALS	24	79	71	160	309		7	26	16	34	60	18	13	207		17	19	3	15	1078	\$167,238.88
90% DESIGN PHASE																					
TASK 100 - Project Management & Administration																					
100.1 Contract Management and Administration																					
Coordination with the City/State	1	4	4	4	2				2	4										21	\$4,482.15
Coordination with internal team and subconsultants	1	10	2	2	1				2	4										22	\$5,105.37
Prepare monthly written progress reports		4		2						2								4		12	\$2,105.88
Develop and maintain detailed project design schedule	1	2		2																5	\$1,152.55
Develop and maintain detailed project budget	2	4																		6	\$1,622.10
Prepare, distribute and file written and electronic correspondence		2		3																5	\$1,024.49
Sub contracts, monitor sub consultant activities, invoices		2		3															4	9	\$1,365.97
SUBTOTAL	5	28	6	16	3				4	10									8	80	\$16,858.51
TASK 200 - Roadway Design																					
200.2 Geometric Design																					
Preliminary Geometric Layout		1	1	4	4															10	\$1,673.33
Preliminary 3D Corridor Model		1	2	10	12															25	\$3,944.28
200.3 Roadway Design																					
Horizontal Geometry Design		1	1	5	4															11	\$1,844.08
Vertical Geometry Design		1	2	8	10															21	\$3,346.66
Prepare Plan & Profile Sheets		1		15	10									30						56	\$7,342.17
200.4 Typical Sections																					
Existing Typcial Section		1		1.5	6									8						16.5	\$2,145.73
Proposed Typical Section		1		2.5	7									6						16.5	\$2,228.26
200.5 Cut and Fill Quantities																					
Refine Preliminary 3D Corridor		0.5		5	8															13.5	\$2,006.29
Corridor Cross Section Sheets (Est. 50 Cross Sections @ 50-ft)		0.5		7	10									15						32.5	\$4,226.01
Earthwork Calculations		1		6	10															17	\$2,561.22
200.6 Plan Preparation																					
Title Sheet		1		2	4									2						9	\$1,326.14
Index of Sheet		0.5		2	4									2						8.5	\$1,198.08
General Notes Sheets		1	2	3	8									2						16	\$2,453.07
Estimate & Quantity Sheets (E&Q)		1		3	6									2						12	\$1,753.01
Alignment Data Sheets		1		2	4									4						11	\$1,542.42
Demolition Sheets		0.5		2	5									5						12.5	\$1,650.56
EPIC Sheet		1		1	5									2						9	\$1,283.45
Design Standards and Detail Sheets		1	1	5	4									4						15	\$2,276.64
Project QAQC	10	6	20										6							42	\$9,783.82
200.7 Construction Schedule (60%, 90%, 100%)		1			8															9	\$1,280.60
SUBTOTAL	10	23	29	84	129								6	82						363	\$55,865.81
TASK 300 - Drainage Design																					
300.3 Hydrologic Studies																					
External Drainage Areas			1		6															7	\$990.33
Internal Drainage Areas		1	2		12															15	\$2,236.78
300.4 Complex Hydraulic Design & Documentation																					
Existing Storm System Design/Check		2	4		14															20	\$3,192.96
300.5 Drainage Plan Preparations																					
External DA Map & Calc Sheets			1		2									4						7	\$910.65
Internal DA Map & Calc Sheets			1		10									4						15	\$1,935.13
Storm System Calc Sheets			2		2									2						6	\$916.34
Drainage Plan & Profile & Calc Sheets			1		12									8						21	\$2,623.81
Draiage Details & Standards			1		4									2						7	\$950.49
Quantities			2		6															8	\$1,212.30
300.6 QAQC	1	1	10											1						13	\$2,911.23
SUBTOTAL	1	4	25		68								1	20						119	\$17,880.02

BUFFALO SOLDIER IMPROVEMENTS  
 EXHIBIT D

TASK 400 - Traffic Design																						
400.1 Signing																						
Small Sign Details					1	1									1					3	\$406.95	
Summary of Small Signs			1		1	4									1					7	\$1,047.25	
Standards			1		1	1									1					4	\$663.07	
400.2 Pavement Marking																						
Pavement Markings & Signing Layouts			1		10	12									36					59	\$7,393.38	
Summary of Pavement Markings and Signing			1		2	4									2					9	\$1,326.14	
Standards					1	2									1					4	\$535.01	
400.3 Traffic Study				2	8	8														18	\$2,834.42	
400.4 Illumination																						
Continuous Illumination Layouts					6	14									16					36	\$4,547.58	
Voltage Drop Calculations			1		2	6														9	\$1,365.98	
Circuit Diagrams			1		1	2									1					5	\$791.13	
Electrical Service Summary/Service Coordination					4	1									1					6	\$919.20	
Photometric Analysis					8	8									10					26	\$3,471.88	
Illumination Standards					1	1									1					3	\$406.95	
400.5 QAQC		8	4	6									6							24	\$5,566.38	
SUBTOTAL		8	10	8	46	64							6	71						213	\$31,275.32	
TASK 500 - Traffic Control Design																						
500.1 Traffic Control Plan																						
Sequence of Work Layout					2	2									2					6	\$813.90	
Traffic Control Typical Sections & Plan Layouts			1	1	6	6									6					20	\$2,919.79	
Traffic Control Plan Standards					2	2									4					8	\$1,030.18	
Coordinate with State for TCP approval to SRT Meeting		2	1	1	2	2														8	\$1,673.33	
SUBTOTAL		2	2	2	12	12									12					42	\$6,437.20	
TASK 700 - Utility Management & Coordination																						
700.2 Utility Engineering and Coordination			1	2				7	25						10					45	\$6,733.18	
SUBTOTAL			1	2				7	25						10					45	\$6,733.18	
TASK 800 - Storm Water Pollution Prevention Plan																						
800.1 Develop SW3P Layouts					1	4									6					11	\$1,331.83	
800.2 Calculate and Tabulate Quantities			1	1	1	2									2					7	\$1,121.24	
SUBTOTAL			1	1	2	6									8					18	\$2,453.07	
TASK 900 - Environmental-Social, Economic, and Environmental Studies																						
900.1 Environmental Documentation Standards (included below)																				0	\$0.00	
900.2 Environmental Assessment (EA) Content and Format (OMIT)																				0	\$0.00	
900.3 Environmental Impact Statement (EIS) Content and Format (OMIT)																				0	\$0.00	
900.4 Environmental Re-evaluation Form (OMIT)																				0	\$0.00	
900.5 Environmental Technical Analyses and Documentation																				0	\$0.00	
A. Definition of technical analyses and documentation (included below)																				0	\$0.00	
B. Minimum Deliverables																				0	\$0.00	
C. Technical Analyses																				0	\$0.00	
1. Section 4(f) Evaluation (OMIT)																				0	\$0.00	
2. Section 6(f) Evaluation (OMIT)																				0	\$0.00	
3. Community Impacts Analysis Form										1	2	4	2						1	10	\$1,462.74	
4. Induced Growth Impact Analysis and Cumulative Impacts Analysis (OMIT)																				0	\$0.00	
5. Air Quality Studies (OMIT)																				0	\$0.00	
6. Noise Analysis Technical Reporting - (OMIT)																				0	\$0.00	
7. Water Resources Analysis and Documentation																				0	\$0.00	
a. Draft and Final Surface Water Analysis Form										1	2	8							1	12	\$1,775.78	
f. WOTUS Delineation Report										1	8	12	6						1	28	\$4,080.88	
g. Section 404/10 Impacts Table										1	2	4								7	\$1,178.17	
8. Biological/Natural Resources Management Analysis and Documentation																				0	\$0.00	
a. Draft and Final Species Analysis Form										1	2	16	6							25	\$3,312.49	
9. ISA with Hazardous Materials Project Impact Evaluation Report										1	2	16	4						1	24	\$3,198.66	
10. Archeological Documentation Services (Review & Coord w/ SWCA)																				0	\$0.00	
11. Historic Resource Identification, Evaluation, and Documentation Services (Review & Coord w/ SWCA)																				0	\$0.00	
12. Floodplain Impacts (include Floodplain Impacts Information in the Surface Water Analysis) (OMIT)																				0	\$0.00	
13. Stormwater Permits (Section 402 of the Clean Water Act) (OMIT)																				0	\$0.00	
14. EPIC Sheets											2									2	\$398.42	
																				0	\$0.00	
SUBTOTAL										6	20	60	18							4	108	\$15,407.14

BUFFALO SOLDIER IMPROVEMENTS  
 EXHIBIT D

AS11100 - Public Involvement																							
1100.1 Support for Public Meeting (2)/Public Hearing (0)																				0	\$0.00		
Prepare materials for meetings with stakeholders/MAPOs																2	2			4	\$654.54		
Attend meetings with stakeholders/ MAPOs																4	4			8	\$1,309.08		
Prepare meeting notes from meetings with stakeholders/MAPOs																1	1		2	4	\$498.01		
Public Meeting Preparation (x2 events)								2	2							4	4	3		15	\$2,541.32		
Pre-Meetings (4 per "round" of events, 8 total)																2	2			4	\$654.54		
Attend Public Meeting/Hearing (2 total events)								1	1							2	2			6	\$1,121.26		
Prepare Public Meeting/Hearing Documentation								1	1							2	4		1	9	\$1,462.75		
SUBTOTAL									4	4							17	19	3	3	50	\$8,241.50	
90% DESIGN TOTALS	26	69	73	160	282		7	25	14	34	60	18	13	203		17	19	3	15	1038	\$161,151.75		
100% DESIGN PHASE																							
TASK 100 - Project Management & Administration																							
100.1 Contract Management and Administration																							
Coordination with the City/State			1	1	1	2														5	\$904.96		
Coordination with internal team and subconsultants	1		2	1	1															5	\$1,203.77		
Prepare monthly written progress reports			3		3				2	8									3	19	\$3,665.42		
Develop and maintain detailed project design schedule	1		1		1															3	\$725.68		
Develop and maintain detailed project budget	1		1		1															3	\$725.68		
Prepare, distribute and file written and electronic correspondence			1																	1	\$256.12		
Sub contracts, monitor sub consultant activities, invoices			1																2	3	\$426.86		
SUBTOTAL	3	10	2	7	2				2	8									5	39	\$7,908.49		
TASK 200 - Roadway Design																							
200.2 Geometric Design																							
Preliminary Geometric Layout					1	6														7	\$939.11		
Preliminary 3D Corridor Model																				0	\$0.00		
200.3 Roadway Design																							
Horizontal Geometry Design																				0	\$0.00		
Vertical Geometry Design																				0	\$0.00		
Prepare Plan & Profile Sheets					6	10								10						26	\$3,386.50		
200.4 Typical Sections																							
Existing Typcial Section					1	2								4						7	\$859.43		
Proposed Typical Section					1	6								4						11	\$1,371.67		
200.5 Cut and Fill Quantities																							
Refine Preliminary 3D Corridor					2	2														4	\$597.62		
Corridor Cross Section Sheets (Est. 50 Cross Sections @ 50-ft)					2	6								6						14	\$1,758.70		
Earthwork Calculations					4	2														6	\$939.12		
200.6 Plan Preparation																							
Title Sheet														2						2	\$216.28		
Index of Sheet														2						2	\$216.28		
General Notes Sheets					2	2								2						6	\$813.90		
Estimate & Quantity Sheets (E&Q)					2	2								2						6	\$813.90		
Alignment Data Sheets														2						2	\$216.28		
Demolition Sheets						2								2						4	\$472.40		
EPIC Sheet						2														2	\$256.12		
Design Standards and Detail Sheets				2	2	1								2						7	\$1,129.78		
Project QAQC	3	6	6										2							17	\$4,038.17		
200.7 Construction Schedule (60%, 90%, 100%)			2			4														6	\$1,024.48		
SUBTOTAL	3	8	8	23	47								2	38						129	\$19,049.74		
TASK 300 - Drainage Design																							
300.3 Hydrologic Studies																							
External Drainage Areas						1														1	\$128.06		
Internal Drainage Areas						1														1	\$128.06		
300.4 Complex Hydraulic Design & Documentation																							
Existing Storm System Design/Check						6														6	\$768.36		
300.5 Drainage Plan Preparations																							
External DA Map & Calc Sheets				1		1								1						3	\$458.17		
Internal DA Map & Calc Sheets				1		1								1						3	\$458.17		
Storm System Calc Sheets				2		2								1						5	\$808.20		
Drainage Plan & Profile & Calc Sheets				1		6								6						13	\$1,639.17		
Draiage Details & Standards				1		1								1						3	\$458.17		
Quantities				1		1														2	\$350.03		
300.6 QAQC	1	2	2										1							6	\$1,391.59		
SUBTOTAL	1	2	9		20								1	10						43	\$6,587.98		

BUFFALO SOLDIER IMPROVEMENTS  
 EXHIBIT D

TASK 400 - Traffic Design																					
400.1 Signing																					
Small Sign Details					1	2									1					4	\$535.01
Summary of Small Signs					2	4									2					8	\$1,070.02
Standards					1	1									1					3	\$406.95
400.2 Pavement Marking																					
Pavement Markings & Signing Layouts					4	10									12					26	\$3,261.28
Summary of Pavement Markings and Signing					2	2									2					6	\$813.90
Standards					2	1									1					4	\$577.70
400.3 Traffic Study																				0	\$0.00
400.4 Illumination																					
Continuous Illumination Layouts					4	12									16					32	\$3,949.96
Voltage Drop Calculations					1	1														2	\$298.81
Circuit Diagrams					1	1									1					3	\$406.95
Electrical Service Summary/Service Coordination					1	2									1					4	\$535.01
Photometric Analysis						2									2					4	\$472.40
Illumination Standards						1									1					2	\$236.20
400.5 QAQC		4	5	2										2						13	\$3,192.98
SUBTOTAL		4	5	2	19	39								2	40					111	\$15,757.17
TASK 500 - Traffic Control Design																					
500.1 Traffic Control Plan																					
Sequence of Work Layout					1	1									1					3	\$406.95
Traffic Control Typical Sections & Plan Layouts			1	1	1	2									2					7	\$1,121.24
Traffic Control Plan Standards			1		1	1									1					4	\$663.07
Coordinate with State for TCP approval to SRT Meeting																				0	\$0.00
SUBTOTAL			2	1	3	4									4					14	\$2,191.26
TASK 700 - Utility Management & Coordination																					
700.2 Utility Engineering and Coordination			1	2				2	4						4					13	\$2,100.20
SUBTOTAL			1	2				2	4						4					13	\$2,100.20
TASK 800 - Storm Water Pollution Prevention Plan																					
800.1 Develop SW3P Layouts					1	2									2					5	\$643.15
800.2 Calculate and Tabulate Quantities			1	1	1	2									2					7	\$1,121.24
SUBTOTAL			1	1	2	4									4					12	\$1,764.39
TASK 900 - Environmental-Social, Economic, and Environmental Studies																					
900.1 Environmental Documentation Standards (included below)																				0	\$0.00
900.2 Environmental Assessment (EA) Content and Format (OMIT)																				0	\$0.00
900.3 Environmental Impact Statement (EIS) Content and Format (OMIT)																				0	\$0.00
900.4 Environmental Re-evaluation Form (OMIT)																				0	\$0.00
900.5 Environmental Technical Analyses and Documentation																				0	\$0.00
A. Definition of technical analyses and documentation (included below)																				0	\$0.00
B. Minimum Deliverables																				0	\$0.00
C. Technical Analyses																				0	\$0.00
1. Section 4(f) Evaluation (OMIT)																				0	\$0.00
2. Section 6(f) Evaluation (OMIT)																				0	\$0.00
3. Community Impacts Analysis Form										1										1	\$267.51
4. Induced Growth Impact Analysis and Cumulative Impacts Analysis (OMIT)																				0	\$0.00
5. Air Quality Studies (OMIT)																				0	\$0.00
6. Noise Analysis Technical Reporting - (OMIT)																				0	\$0.00
7. Water Resources Analysis and Documentation																				0	\$0.00
a. Draft and Final Surface Water Analysis Form										1	4									5	\$711.45
f. WOTUS Delineation Report										1	4	2								7	\$910.65
g. Section 404/10 Impacts Table										1	4									5	\$711.45
8. Biological/Natural Resources Management Analysis and Documentation																		2		2	\$170.74
a. Draft and Final Species Analysis Form										1	2	6	2							11	\$1,633.49
9. ISA with Hazardous Materials Project Impact Evaluation Report										2	4	2								8	\$1,109.86
10. Archeological Documentation Services (Review & Coord w/ SWCA)																				0	\$0.00
11. Historic Resource Identification, Evaluation, and Documentation Services (Review & Coord w/ SWCA)																				0	\$0.00
12. Floodplain Impacts (include Floodplain Impacts Information in the Surface Water Analysis) (OMIT)																				0	\$0.00
13. Stormwater Permits (Section 402 of the Clean Water Act) (OMIT)																				0	\$0.00
14. EPIC Sheets										1	2									3	\$455.33
																				0	\$0.00
SUBTOTAL										2	8	24	6						2	42	\$5,970.48

BUFFALO SOLDIER IMPROVEMENTS  
 EXHIBIT D

TASK 1100 - Public Involvement																				0	\$0.00
SUBTOTAL																					\$0.00
100% DESIGN TOTALS	11	29	25	54	116	2	4	4	16	24	6	5	100						7	403	\$61,329.71
BID PHASE & CONSTRUCTION PHASE SERVICES (SPECIFIED RATE)																					
TASK 1500 - Bid Phase Services & Construction Phase services																					
1500.1 Bid Phase Services																					
Prepare the Bid Proposal front end documents		4		12		8														24	\$3,961.40
Prepare any addenda to drawings or specifications		4		12																16	\$3,073.48
Attend the Pre-Bid Confrence		2		2																4	\$853.74
Assist in responding to contractor questions		4		12																16	\$3,073.48
Assist in evaluating bids received and provide recommendation		2		4																6	\$1,195.24
SUBTOTAL		16		42		8														66	\$12,157.34
1500.2 Construction Phase Services																					
Attend preconstruction meeting	2	2		2																6	\$1,451.36
Review and approve Shop Drawings	2	6	8	16	28															60	\$10,227.78
Respond to RFIs	2	10	20	28	40															100	\$17,501.62
Attend Construction meetings (Weekly Meetings)	6	40		4																50	\$12,720.66
Prepare Testing Frequency Schedule		1		2	20															23	\$3,158.82
Prepare and Update Buy America Matrix		2		16	80															98	\$13,489.04
As-Built Preparation	2	2		16	20															40	\$6,403.06
Subtancial Completion Punch List	1	2		4																7	\$1,494.05
Public Involvement Updates	1	4																		5	\$1,323.29
SUBTOTAL	16	69	28	88	188															389	\$67,769.68
SPECIFIED RATE TOTALS	16	85	28	130	188	8														455	\$79,927.02
PROJECT TOTALS (CONSOR)	89	306	247	606	1133	8	20	60	36	88	144	42	34	586		34	38	18	44	3533	\$556,757.02
CONSOR PROJECT TOTALS BY TASK																					
TASK 100 - Project Management & Administration	18	90	20	54	10				12	32									28	264	\$55,345.08
TASK 200 - Roadway Design	29	78	82	278	462								16	256					12	1213	\$184,541.25
TASK 300 - Drainage Design	4	14	85		256								4	72						435	\$64,764.21
TASK 400 - Traffic Design	20	25	18	111	167								14	182						537	\$78,307.81
TASK 500 - Traffic Control Design	2	6	4	27	32									32						103	\$15,190.87
TASK 700 - Utility Management & Coordination		4	8				20	60						24						116	\$17,917.20
TASK 800 - Storm Water Pollution Prevention Plan		4	2	6	18									20						50	\$6,960.80
TASK 900 - Environmental-Social, Economic, and Environmental Studies									16	48	144	42							10	260	\$37,319.78
TASK 1100 - Public Involvement									8	8						34	38	6	6	100	\$16,483.00
TASK 1500 - Bid Phase Services & Construction Phase services	16	85	28	130	188	8														455	\$79,927.02
PROJECT TOTALS (CONSOR)	89	306	247	606	1133	8	20	60	36	88	144	42	34	586		34	38	18	44	3533	\$556,757.02



BUFFALO SOLDIER IMPROVEMENTS  
EXHIBIT D

PROJECT: BUFFALO SOLDIER IMPROVEMENTS				
CONSOR Engineers, LLC. OTHER DIRECT EXPENSES				
Other Direct Expenses	UNITS	UNITS	RATE	COST
<b>TASK 900 Environmental</b>				
Lodging/Hotel Taxes/fees (City/State Tax Rate + Venue tax)	night	4	\$20.00	\$80.00
Meals (overnight stay required) (Excluding alcohol)	day	6	\$59.00	\$354.00
Rental Car (Tax/fees not included)	day	6	\$90.00	\$540.00
Rental Car Taxes/fees (Current State Tax Rate)	day	4	\$30.00	\$120.00
Rental Car Fuel (Current rate per gallon)	gallon	100	\$3.89	\$389.00
Air Travel (Round Trip)	each	2	\$550.00	\$1,100.00
Hazardous Materials Database Search	per search	0.5	\$800.00	\$400.00
GPS Rental Rate	day	4	\$65.00	\$260.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	1	\$35.00	\$35.00
<b>Task 1100 Public Involvement</b>				
8½"X11" B/W Paper Copies	each	200	\$0.15	\$30.00
11"X17" B/W Paper Copies	each	200	\$0.25	\$50.00
8½"X11" Color Paper Copies	each	200	\$1.00	\$200.00
11"X17" Color Paper Copies	each	200	\$1.25	\$250.00
Law Enforcement/Uniform Officer ( <i>including vehicle</i> )	hour/officer	2	\$150.00	\$300.00
Newspaper Advertisement - Community Newspaper	per publication	4	\$2,000.00	\$8,000.00
Audio - Equipment Rental	event	1	\$500.00	\$500.00
Audio - Visual Equipment Rental	event	1	\$600.00	\$600.00
Sound Technician for Public Involvement	event	1	\$450.00	\$450.00
Court Reporter	page	20	\$20.00	\$400.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	1	\$1,000.00	\$1,000.00
Custodian for Public Involvement	hour/custodian	2	\$50.00	\$100.00
Public Involvement Facility Rental	event	2	\$1,000.00	\$2,000.00
Public Notices - Mass Mailing (500 pieces)	per mailing	1	\$500.00	\$500.00
Signage/Displays	each	1	\$5,000.00	\$5,000.00
CADD Plotting Roll Map (B&W, Unmounted)	linear foot	200	\$1.30	\$260.00
Nametags (25)	each	1	\$15.00	\$15.00
<b>PS&amp;E PREPARATION</b>				
8½"X11" B/W Paper Copies	each	1000	\$0.15	\$150.00
11"X17" B/W Paper Copies	each	1000	\$0.25	\$250.00
			<b>TOTAL</b>	<b>\$23,761.00</b>

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

For the “**Architect and Engineering Services for the Buffalo Soldier Street Improvements 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 “**Architect and Engineering Services for the Buffalo Soldier Street Improvements Project**” hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$685,844.02** 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**

<b>Preliminary Engineering-Design Report Submittal</b>	<b>\$116,657.91</b>
<b>60% Plan Submittal</b>	<b>\$217,129.63</b>
<b>95% Plan Submittal</b>	<b>\$187,824.50</b>
<b>100% Plan Submittal</b>	<b>\$72,444.96</b>
<b>Bid Phase Services</b>	<b>\$ 13,827.34</b>
<b>Construction Phase Services</b>	<b>\$ 77,959.68</b>
<b>Grand Total</b>	<b>\$685.844.02</b>

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

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

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

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

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

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on September 1<sup>st</sup> of any given year, to coincide with the Owner's fiscal year.

**Communications Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

## **DELIVERABLE SCHEDULE**

### **CONCEPT PHASE**

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE I—PRELIMINARY DESIGN PHASE**

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

### **PHASE II—PRE-FINAL DESIGN PHASE**

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

### **PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall

submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### **PHASE IV—BIDDING PHASE**

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

#### **PHASE V - CONSTRUCTION PHASE**

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

**ATTACHMENT “E”  
INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/21/2025

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

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


<b>PRODUCER</b> MARSH USA LLC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	<b>FAX</b> (A/C, No):
CN144764051-XS-GAUWP-24-25      D25095    7TX.00	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Conzor Holdings, LLC and all Subsidiaries 6505 Waterford District Drive, Suite 470 Miami, FL 33126	<b>INSURER A:</b> Continental Casualty Company	<b>NAIC #</b> 20443
	<b>INSURER B:</b> N/A	N/A
	<b>INSURER C:</b> National Fire Insurance Company	20478
	<b>INSURER D:</b> Axis Surplus Insurance Company	26620
	<b>INSURER E:</b> Travelers Property Casualty Company of America	25674
	<b>INSURER F:</b> The Continental Insurance Company	35289

**COVERAGES**      **CERTIFICATE NUMBER:** SEA-004056903-04      **REVISION NUMBER:** 9

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		7095110478	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		7095132738	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
F	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			8018283485	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	7095135476 (AOS) 7095140595 (CA)	12/31/2024 12/31/2024	12/31/2025 12/31/2025	<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
D	Prof & Environmental Liability			EBZ634816/01/2024	12/31/2024	12/31/2025	Per Claim/Aggregate 10,000,000
E	Excess Liability			EX-A1241010-24-NF	12/31/2024	12/31/2025	Occurrence/Aggregate 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Consor Project No. D250957TX.00; City of El Paso Solicitation #2024-0198R, Engineering and Design Services for the Buffalo Soldier Improvements Project. City of El Paso is included as additional insured on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

<b>CERTIFICATE HOLDER</b>  City of El Paso 218 N Campbell St, 2nd Floor El Paso, TX 79901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA LLC  
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