

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

AGENDA DATE: November 9,2021

PUBLIC HEARING DATE: N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., City Engineer
(915) 212-1808**

DISTRICT(S) AFFECTED: 3, 5, 6 & 7

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.5 Set one standard for infrastructure across the city.

SUBJECT:

That the City Manager, or designee, be authorized to sign a First Amendment to Agreement for Professional Services by and between the CITY OF EL PASO and GRV Integrated Engineering Solutions, LLC. , a Texas Limited Liability Corporation, for a project known as "YARBROUGH, GEORGE DIETER AND LEE TREVINO ARTERIAL LIGHTING AND LANDSCAPE IMPROVEMENTS" to allow additional basic services for construction administration increasing the contract amount by \$63,405 extending the contract amount from \$503,956.76 to \$567,361.76. Further, that the City Engineer is authorized to approve Additional Services for an amount not to exceed \$36,595 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 \$603,956.76; and that the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

The Yarbrough, George Dieter and Lee Trevino Roadway segments are part of the City of El Paso's Top 25 Arterials earmarked for Safety and Landscape Improvements. Funding was approved by City Council on April 30, 2018 and the rollout was provided to City Council on August 21, 2018. This Contract was presented to CC on November 13, 2018.

PRIOR COUNCIL ACTION:

April 30, 2018 – City Council approved the funding for the 2019 Capital Plan

November 13, 2018 – City Council approved the funding for the engineering services

AMOUNT AND SOURCE OF FUNDING:

\$8,327,600.00 – 2019 Capital Plan

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Streets & Maintenance



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

DEPARTMENT HEAD:

X *Jerry DeMuro/for*

Sam Rodriguez, P.E., City Engineer

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a First Amendment to Agreement for Professional Services by and between the CITY OF EL PASO and **GRV Integrated Engineering Solutions, LLC.**, an Texas Limited Liability Corporation, for a project known as **“YARBROUGH, GEORGE DIETER AND LEE TREVINO ARTERIAL LIGHTING AND LANDSCAPE IMPROVEMENTS”** to allow additional basic services for construction administration increasing the contract amount by \$63,405 extending the contract amount from \$503,956.76 to \$567,361.76. Further, that the City Engineer is authorized to approve Additional Services for an amount not to exceed \$36,595 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 \$603,956.76; and that the City Manager is 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.

ADOPTED THIS _____ DAY OF _____ 2021.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

FIRST AMENDMENT
AGREEMENT
FOR PROFESSIONAL SERVICES

This First Amendment to that certain Agreement for Professional Services (“**First Amendment**”) is made this __ day of __, 2021, by and between the City of El Paso, a Texas municipal corporation (the “**Owner**”), and GRV Integrated Engineering Solutions, LLC, (the “**Consultant**”).

WHEREAS, on November 13, 2018, the Owner entered into an Agreement for Professional Services for (the “**Agreement**”) with the Consultant for a Project known as “Yarbrough, George Dieter, and Lee Trevino Arterial Lighting and Landscape Improvements” (the “**Project**”);

WHEREAS, the parties hereto further desire to amend the Agreement to increase the contract amount by \$63,405 extending the contract amount from \$503,956.76 to \$567,361.76 to allow additional basic services for construction administration.

NOW THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Services.** The Owner hereby authorizes the Consultant to continue to perform the Services as described in Attachment “A” of the Agreement.
2. **Payments to Consultant.** Section 3.1 of the Agreement (Payment to Consultant) is amended to read as follows:

3.1 PAYMENT TO CONSULTANT. The Owner shall pay the Consultant an amount not to exceed \$567,361.76 for all basic services and reimbursables performed pursuant to this Agreement.

If authorized in advance by the City Engineer, in a form approved by the City Attorney, the consultant may perform Additional Services as enumerated within **Attachment “C”** in an amount not to exceed \$36,595, 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 \$36,595 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. **Terms and Conditions.** All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Tomás González,
City Manager

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Sam Rodriguez, PE
City Engineer Capital Improvement Dept.

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2021,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

CONSULTANT

Marvin Gomez
Name: Marvin H. Gomez
Title: Principal

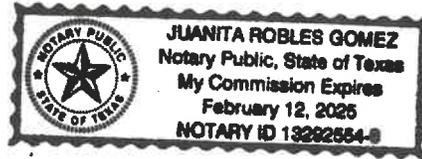
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 20 day of October, 2021,
by Marvin Gomez, as Principal of GRV Integrated
Engineering Solutions, LLC.

Juanita Robles Gomez
Notary Public, State of Texas

My commission expires:

2/12/2025



ATTACHMENT "A"
SCOPE OF SERVICES

SECTION I – PROJECT DESCRIPTION

The City of El Paso is requesting Statements of Qualification from interested and qualified firms to provide architect and engineering services for the Yarbrough Drive, George Dieter Drive and Lee Trevino Drive arterial lighting and median and parkway landscape improvements project. The primary objective is to improve the visual impression of the community and enhance the regional comprehensive transportation system. The selected consultant will contract directly with the City of El Paso and will work cooperatively with the City and other project members to successfully provide the full scope of professional services required.

CONSTRUCTION BUDGET: \$5,412,940

SECTION II – SCOPE OF SERVICES

The scope of services will provide median and parkway landscape improvements throughout the project limits on George Dieter Drive and Lee Trevino Drive, and arterial lighting and median and parkway landscape improvements throughout the project limits on Yarbrough Drive.

PROJECT LIMITS: Yarbrough Drive from Loop 375 to I-10
George Dieter Drive from Zaragoza Road to Montana Avenue
Lee Trevino Drive from North Loop Drive to Montana Avenue

Yarbrough Drive

Loop 375 to North Loop – Roadway lighting and median landscape
North Loop to I-10 – Roadway lighting, median and parkway landscape

George Dieter

Zaragoza Road to Vista Del Sol Drive – Median and parkway landscape
Montwood Drive to Montana Avenue – Parkway landscape

Lee Trevino

North Loop to I-10 – Median landscape
I-10 to Rojas Drive – Median and parkway landscape
Rojas Drive to Montana Avenue – Parkway landscape

Scope of Landscape Work on Medians

- Trees spaced at 30-foot intervals
- Shrubs placed at intervals in accordance with the City's Capital Improvement Department Median and Parkway Landscape Standards
- Trees placed in a double row configuration in areas where median width is sufficient
- Shrubs shall maintain consistent patterning throughout the median
- Automatic drip irrigation system
- Weed barrier fabric
- Rock aggregate at 3-inch depth

Scope of Landscape Work on Parkways

- Trees spaced at 30-foot intervals
- Shrubs placed between trees
- Automatic drip irrigation system

- Weed barrier fabric
- Rock aggregate at 3-inch depth

DESIGN CRITERIA

Arterial Lighting

The project includes the design and construction of roadway lighting in compliance with the current City of El Paso Roadway Lighting Standards, utilizing full cutoff light fixtures or cutoff light fixtures within the existing medians on Yarbrough Drive. The plans shall include electrical distribution, trenching at existing medians and boring under streets between medians. Illumination shall be dark-sky compliant utilizing LED, and must be based on photometric studies that provide full roadway illumination in accordance with City Code requirements. Any utilities serving illumination poles shall be located underground.

Landscaping

The project includes the design and construction of median and parkway landscape improvements on Yarbrough Drive, George Dieter Drive and Lee Trevino Drive.

Tree and Plant Selection

Trees and plants shall be selected from the City's approved tree and plant list. Honey Mesquite trees, Chinese Pistache trees, or similar trees shall be the predominant tree used in the median. Shrubs shall consist of various flowering varieties throughout different seasons, such as Lynn's Legacy Sage, Yellow Bells, Red Bird of Paradise, Rosemary, Autumn Sage, Turpentine Bush, Damianita, and other similar plants. No cactus, yucca, or century plant shall be utilized. Trees shall be a minimum of 3-inch caliper. Shrubs shall be a minimum of five gallon.

Green Infrastructure Elements

The consultant, where feasible, shall provide options for water harvesting elements and other green infrastructure.

Other Requirements and Information

Installation of new water meters shall be based on coordination with El Paso Water. Door-to-door outreach will be conducted by City staff.

SERVICES REQUIRED

Investigation

The consultant is responsible for meeting with stakeholders to obtain, at a minimum, copies of the City's Design Standards for Construction.

Utility Investigation, Services and Coordination

The consultant shall coordinate the project design with all utility companies that will be affected by the improvements. The purpose is to minimize utility relocation without compromising design standards. The consultant shall submit all applications to the utilities on behalf of the City, however, the City will pay all utility service fees. It is not the consultant's responsibility to pull the installation of the service, all activities required as part of the installation of the service will be coordinated and performed by the contractor doing the work.

All utility service requests shall be completed and submitted by the consultant before the construction documents are submitted for bid advertisement. The consultant shall prepare all metes and bounds descriptions for utility easements and/or vacations. The consultant shall coordinate easements and/or vacations with City staff and the respective utility companies. All documents and coordination efforts by the consultant shall be completed by or before the final design phase due date.

The consultant shall pothole all utilities to determine both the vertical and horizontal alignments. This information will allow for a more complete project design and will minimize the potential conflicts during construction.

The consultant shall obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase, and these existing utility structures shall be shown on the preliminary design phase plan submittal.

The consultant shall correspond and meet with all affected utility companies to discuss the proposed design and to determine if a relocation is needed. If a relocation is required, the extent of the relocation will be determined. If a dispute arises, the consultant shall promptly set up a meeting between the City Project Manager and the utility company to discuss and resolve the issue.

The consultant, on behalf of the City, shall request that all affected utility companies relocate the services that are in conflict with the project improvements. However, each utility company can request that the City include, as part of the street and drainage improvement bid package, the relocation of their utility lines, provided that the utility company enters into an agreement with the City and provides the funding. The consultant shall coordinate this effort with the utility companies and advise them of the City's policy to minimize pavement cuts on new roadways.

All correspondence and meeting minutes shall be submitted to the City when each design phase is due. The construction documents shall show all utility company contacts, and shall clearly show all existing and proposed utility lines. All documents and coordination efforts by the consultant shall be completed by or before the final design phase due date. The consultant shall submit all utility clearance letters from each utility company by or before the project is advertised for bid.

Planning

The consultant shall assist the City by providing schedules for obtaining utility easements, utility services lines and other permits.

Soils Investigation

The consultant shall provide a soil investigation report for this project, including analyses performed, and recommendations for needed soil amendments to make the soil adequate for tree, shrub and sod growth.

Surveys

The consultant shall provide all topographic and horizontal surveys necessary to complete the design. The existing City right-of-way limits and easements shall be provided and shall be identified on the plans.

Design Analysis and Project Design

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

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

The consultant is responsible for the submittal of a turnkey design product. The consultant shall determine the discipline of the State of Texas licensed designers that will be required by the state to perform this type of project design. The irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with the City of El Paso Design Standards for Construction.

Besides complying with local codes, the consultant shall comply, at a minimum, with the City of El Paso's Design and Construction Standards, the City's Grading Ordinance, the City's Capital Improvement Department Drawing Guidelines, the National Association of City Transportation Official's guidance and the Dark Sky Ordinance as applicable.

The consultant shall ensure that the project design is completed in compliance with all federal, state and local regulations and ordinances.

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

Bidding

The consultant shall submit the following for bidding:

- Full and complete sealed set of drawings both in hard copy and electronic format
- Full and complete sealed set of technical specifications 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 in hard copy

During the bidding process, the consultant shall assist the City with, but not limited to the following items: respond to all questions from perspective bidders, attend a pre-bid conference, and if required prepare addendums. The bids shall be advertised as a unit price contract and selection of the bidders shall be a "CSP", Competitive Sealed Proposal, selection.

Construction

During the construction phase, the City may request that the consultant provide construction observation services, billable on a time and materials basis, which may include but not limited to:

- Attendance at the weekly construction meeting scheduled by the City Project Manager.
- Conduct weekly project site visits and produce a project observations report within three (3) business days of the project site visit.
- Respond to Requests for Information (RFIs) from the project contractor.
- Review and approve contractor technical submittals within a schedule previously established by the City Project Manager.
- Providing advice and recommendation to the City.
- Participate in punch list inspections and produce punch lists for submittal to the City.
- Produce a set of reproducible (24"X36") and electronic format "as-built" drawings.

Technical Specifications

The consultant shall prepare and provide technical specifications. The specifications shall be based on accepted national specifications. Sole sourcing will not be allowed. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specifications shall correlate with unit price format. All specifications must comply with established specification standards and formats. The consultant shall provide both design and performance specifications.

Building Permits, Special Permits, and Other Land Use Permits

The consultant shall comply with all local, state, and federal building codes. The consultant shall submit the required number of plan sets to the City of El Paso Planning and Inspections Department. The Landscaping, Roadway Lighting and Irrigation Plans, as applicable, shall be submitted for review and approval during the final design phase period. The consultant shall be responsible for obtaining the required approvals from the City of El Paso Planning and Inspections Department before the construction documents are submitted for bid advertisement. As applicable, it shall be the responsibility of the consultant to follow up on the review and approval process with the City of El Paso Planning and Inspections Department. The consultant shall not be responsible for pulling the permit. The pulling of the permit shall be the responsibility of the contractor. It is the responsibility of the City of El Paso Planning and Inspections Department to review the grading and drainage, storm water pollution prevention plan, and electrical permit requirements.

The consultant shall prepare all documents that include, but are not limited to, metes and bounds descriptions, site plans, elevations, layouts, and applications for permits. The consultant shall represent the City to make presentations and answer questions at the open house meetings and at City Council meetings.

Storm Water Pollution Prevention Plan

The consultant shall prepare and provide a storm water pollution prevention plan. The consultant 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.

Public Involvement

The consultant shall assist the City throughout public outreach activities in providing plans/exhibits showing the improvements and how improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase and the consultant shall be responsible to attend and make a presentation of the improvements and answer questions.

Construction Sequencing Plan

The consultant shall prepare a construction sequencing plan and submit it at all design phase submittals for review. The City will review and approve the sequencing plan. The contractor shall not be given the option of developing the sequence of construction.

Construction Schedule

The consultant shall meet with the City Project Manager and Construction Manager to determine the construction schedule for each phase, order of work, and which phases will be done concurrently. The meeting shall be held after pre-final plans are submitted but before the final design notice to proceed is issued. The information will allow the consultant to prepare a current market cost estimate at the final design phase submittal.

PRODUCTS REQUIRED**Drawings and Specifications****Preliminary Design**

During the preliminary design phase, the consultant shall obtain or perform all boundary, topographic and horizontal surveys necessary for the project.

Upon completion of the preliminary design phase, the consultant shall submit five (5) hard copies and five (5) copies in PDF format (on five (5) individual CDs or flash drives) of the preliminary design documents for review and comments in accordance with the schedule. Within three (3) business days of submitting the preliminary design plans, the consultant shall schedule a meeting with the City to discuss the comments.

The consultant shall submit the following preliminary design phase submittal:

- Coversheet (90% complete)
- Landscape Architectural Plan and Details (50% 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)
- Outline of Specs (90% complete)

If the City determines that the submittal does not comply with the above required completion percentages, the consultant shall resubmit in accordance with the above requirements.

After the comments have been provided by City staff and addressed by the consultant, the consultant shall submit five (5) copies of the revised preliminary design package to the City within five (5) business days.

The City Project Manager and the consultant shall attend the City Design Review (CDR) meetings to present and address any comments and/or issues by the review board in order for CID to give direction to the project manager and the consultant to proceed with the next phase of the project.

Pre-Final Design

Upon completion of the pre-final design phase, the consultant shall submit five (5) hard copies and five (5) copies in PDF format (on five (5) individual CDs or flash drives) of the preliminary design documents for review and comments in accordance with the schedule. Within three (3) business days of submitting the preliminary design plans, the consultant shall schedule a meeting with the City to discuss the comments.

The consultant shall submit the following pre-final design phase submittal:

- Coversheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% 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)
- Landscape Plan (95% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

If the City determines that the submittal does not comply with the above required completion percentages, the consultant shall resubmit in accordance with the above requirements.

After the comments have been provided by City staff and addressed by the consultant, the consultant shall submit five (5) copies of the revised pre-final design package to the City within five (5) business days.

The City Project Manager and the consultant shall attend the CDR (City Design Review) meeting to present and answer any comments and/or issues by the review board in order for CID to give direction to the project manager and the consultant to proceed with the next phase of the project.

Final Design

Upon completion of the final design phase, the consultant shall submit five (5) hard copies and five (5) copies in PDF format (on five (5) individual CDs or flash drives) of the preliminary design documents for review, comments and approval in accordance with the schedule. Within three (3) business days of submitting the preliminary design plans, the consultant shall schedule a meeting with the City to discuss the comments.

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

- Cover Sheet (100% complete)
- Architectural Plan and Details (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)
- Special Landscape Details (100% complete)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- Technical Specifications (100% complete)

If the City determines that the submittal does not comply with the above required completion percentages, the consultant shall resubmit in accordance with the above requirements.

The City Project Manager and the consultant shall attend the CDR (City Design Review) meeting to present and answer any comments and/or issues by the review board in order for CID to give direction to the project manager and the consultant to proceed with the next phase of the project.

Bidding and Construction

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

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

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

During construction project closeout the consultant shall produce and provide a set of reproducible (24"X36") and PDF format "as-built" drawings.

Cost Estimates

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

Design Analysis

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

Reproduction

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

OTHER CONSIDERATIONS

- Work to be coordinated with the Capital Improvement Department, Streets and Maintenance Department, and affected stakeholders not specifically mentioned.
- Design shall follow the City's Information Technology Department requirements for computer and telephone systems, if applicable.

PROJECT SCHEDULE:

Preliminary Design Phase:	45 consecutive calendar days
Pre-Final Design Phase:	60 consecutive calendar days
Final Design Phase:	20 consecutive calendar days

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

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

For the “**YARBROUGH, GEORGE DIETER AND LEE TREVINO ARTERIAL LIGHTING AND LANSCAPE IMPROVEMENTS**” 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 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 “**YARBROUGH, GEORGE DIETER AND LEE TREVINO ARTERIAL LIGHTING AND LANDSCAPE IMPROVEMENTS**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **FIVE HUNDRED THREE THOUSAND NINE HUNDRED FIFTY SIX AND 76/100 DOLLARS (\$503,956.76)** 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.

Lump Sum Payment to Consultant

Report Phase	\$ 0.00
Preliminary Design Phase	\$ 255,506.63
Pre-Final Design Phase	\$ 137,848.71
Final Design Phase	\$ 77,624.41
Bidding Phase	\$ 12,477.89
Construction Phase	\$ 20,499.12

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

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

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

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

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

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

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

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

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

DELIVERABLE SCHEDULE

REPORT 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 **67 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 **67 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 **76 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 **37 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 **5 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 **two (2) consecutive calendar days**.

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 sixty (60) days from the date of substantial completion.

ATTACHMENT "E"
INSURANCE CERTIFICATE

DESCRIPTIONS (Continued from Page 1)

RE: Yarbrough, George Dieter & Lee Trevino Arterial Lighting & Landscape Improvements.
Additional Insured includes: Owner.