

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

AGENDA DATE: November 12, 2024

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 1

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

SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Gannett Fleming, Inc.(Successor-in-Interest to DEC - El Paso, LLC), a Delaware USA, Foreign for-profit corporation authorized to transact business in Texas , for a project known as "Engineering and design services for the Airway Boulevard Extension Project" for an amount not to exceed \$958,702.18; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,058,702.18; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

The contract is for design and engineering services for the extension of Airway Boulevard. This project consists of a proposed 0.38-mile extension to connect an existing segment of Airway Boulevard at the intersection of Gateway Boulevard to an existing segment of Industrial Avenue. This contract consists of the complete design, engineering and construction management services for approximately 0.38 miles of an undivided 2-lane major arterial road.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$958,702.18 – Community Progress Bond

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Capital Improvement Department

Revised 04/09/2021

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, P.E., City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Gannett Fleming, Inc.(Successor-in-Interest to DEC - El Paso, LLC), a Delaware USA, Foreign for-profit corporation authorized to transact business in Texas , for a project known as **“Engineering and design services for the Airway Boulevard Extension Project”** for an amount not to exceed \$958,702.18; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,058,702.18; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ **DAY OF** _____ **2024.**


CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

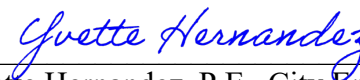
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
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 SCORE SUMMARY									
Solicitation #2024-0199R									
Engineering & Design Services - Airway Extension									
Consultant	AECOM	Bartlett & West	Brock & Bustillos	CEA Group	DEC	Frank X Spencer	GRV	Moreno Cardenas	RTG
Rater 1	80	52	59	62	69	67	59	65	52
Rater 2	85	64	69	75	77	63	70	66	67
Rater 3	73	66	70	69	69	67	70	69	66
Total Rater Scores	238	182	198	206	215	197	199	200	185
References	9.7	6.2	6.6	10	9.8	6.4	9.9	6.6	6.3
Overall Score:	247.7	188.2	204.6	216	224.8	203.4	208.9	206.6	191.3
	1	9	6	3	2	7	4	5	8

Rankings	Consultant
1	AECOM
2	DEC
3	CEA Group

Rankings	Consultant
4	GRV
5	Moreno Cardenas
6	Brock & Bustillos

Rankings	Consultant
7	Frank X Spencer
8	RTG
9	Bartlett & West

AECOM was selected as the highest qualified consultant, however, the City was unable to successfully negotiate a contract. AECOM was notified of end of negotiations and negotiations began with the next highest ranked firm (DEC which was acquired by Gannett Fleming).

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2024 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Gannet Fleming, Inc.(successor-in-interest to DEC - El Paso, LLC), a Delaware USA, Foreign For-Profit Corporation authorized to transact business in Texas , hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Engineering and design services for the Airway Boulevard Extension Project”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner’s professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner’s requirements for the Project. 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 **\$958,702.18** 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 project budget for the Project allocates is \$9,147,720.00, 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.

**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: GANNET FLEMING, INC.(SUCCESSOR-IN-INTEREST TO DEC - EL PASO, LLC)
ATTN: JOSE REYES
6090 Surety Drive, Suite 107
El Paso, Texas 79905

With a copy to: Attn: Legal Department
207 Senate Ave.
Camp Hill, Pennsylvania 17011
LegalDept@gfnet.com

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

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

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

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

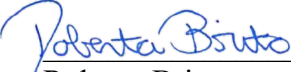
(SIGNATURES BEGING ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

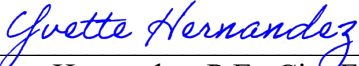
Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2024,
by **Dionne L. Mack**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(SIGNATURES BEGIN ON FOLLOWING PAGE)

CONSULTANT:

[Handwritten signature]

By: _____

Name: Nick Bokaie, P.E.

Title: Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §

COUNTY OF Harris §

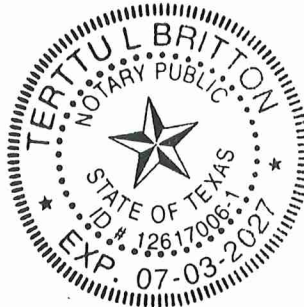
This instrument was acknowledged before me on this 31st day of October, 2024, by Nick Bokaie, Vice President, on behalf of Consultant.

[Handwritten signature]

Notary Public, State of Texas

My commission expires:

July 3, 2027



ATTACHMENT "A"
SCOPE OF SERVICES

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

CID Approved
09/09/2024

Exhibit A

Alex Arila

SERVICES TO BE PROVIDED BY THE ENGINEER

Project: Airway Blvd. Extension Project
Project Limits: Gateway Blvd. to Industrial Ave.

I. PROJECT SUMMARY

The Airway Blvd. extension project is approximately 1.2 miles in length from Interstate 10 to Hawkins Blvd. This project will consist of 0.4-mile extension of Airway Blvd and 0.80 reconstruction of Industrial Ave. The project will include bike lanes, shared use path, sidewalks, pavement, illumination, signal improvements, safety appurtenances, drainage, and landscaping.

Professional Services will be provided by the Engineer to produce preliminary plan documents, schematics, environmental documents and final plans, specifications, and estimates (PS&E) for the widened roadway. These services generally will include environmental, schematic design, topographic surveying, pavement design, development of roadway geometry, drainage study along Airway Extension., to include evaluation of existing drainage along the Industrial, right-of-way mapping, geotechnical, illumination, landscaping medians and parkways, stakeholder coordination, document preparation, and design services necessary for the preparation of PS&E. A public art component will not be incorporated into the project. Coordination with the City of El Paso – Capital Improvement Department (CID), as well as TXDOT and other affected entities and all utilities is required. The Engineer will also be required to prepare a complete construction bid package, participate during the bid phase (respond to any questions received by prospective bidders and attend any pre-bid conference). Construction phase services will be included as time and materials.

Project Timeline:

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

II. SERVICES NOT PROVIDED UNDER THIS SCOPE OF SERVICES

Services not specifically provided for in the scope will be additional services and be performed at negotiated rates. Services excluded from the scope included is a Traffic Control Plan the entire project. Only Traffic Control Plan included in the scope of service is for work required at the connection of Airway to I-10 EB frontage road. Other items not include in scope of work are ITS study or design; Temporary lighting plans; Evaluation of multiple types of luminaire types, light poles, or mast arms; Development or revision of custom lighting or traffic signal details; As-built Survey; ALTA/NSPS Land Title Survey; title commitment; boundary surveys of adjoining parcels;; construction staking; certification of TXDOT or City of El Paso monuments; and delineation of buried materials and/or structures. Additionally, noise workshop, public meeting, 404/401 Permitting, CLOMR/LOMR, and improvement plans for channel/arroyo stabilization are not included in this Scope of Services.

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

III. SERVICES TO BE PROVIDED BY THE ENGINEER

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

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

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

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

- Project Management
- Surveying
- Right-of-Way Mapping
- Geotechnical Investigations
- Social, Economic and Environmental Studies
- Public Involvement Activities
- Preliminary Design
- Illumination Design
- Drainage study
- Stakeholder coordination
- Plans, Specifications and Estimates
- Utility Coordination
- Landscaping and Irrigation

A. Project Management

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

1. Project Management/Work Plan

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

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

2. Progress Reporting

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

2.1.1. Activities Completed

2.1.2. Initiated and Ongoing Activities

2.1.3. Planned Activities

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

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

3. Coordination/Administration
 - 3.1. The Engineer shall prepare for and attend one kick-off meeting to discuss project guidelines and present general project requirements and expectations.
 - 3.2. Coordinate with the CID's staff regularly throughout project development.
 - 3.3. Attend up to City Design Reviews (CDR)
4. Project Control/Scheduling
 - 4.1. Develop a Master Schedule for the Project indicating tasks/subtasks, critical dates, milestones, and deliverables.
 - 4.2. Update and Schedule on a Monthly Basis.
5. Subconsultant Management
 - 5.1. Prepare subcontracts for subconsultant(s).
 - 5.2. Monitor subconsultant activities (staff and schedule).
 - 5.3. Review and recommend approval of subconsultant progress reports and invoices.

Deliverables

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

B. Surveying

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

1. Project Control
 - 1.1. Establish project survey control monuments. The horizontal and vertical datum for the existing control monuments will be as follows:
 - Horizontal – Horizontal datum will be referenced to the Texas State Plane Coordinate System, Central Zone 4203, NAD 83 and will be scaled to surface.
 - Vertical – Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 12B.
 - 1.2. Establish a maximum of six (6) control points along said portion of Airway Boulevard for use during construction.
2. Ground Survey
 - 2.1. Perform a record search for all pertinent survey information, including all available deeds, easements, subdivision plats, surveys, field notes and right-of-way maps for said portion of Airway Boulevard. Establish property ownership.
 - 2.2. Perform a topographic and improvements design survey of the proposed 2,000 linear feet by 200 feet width of Airway Blvd. extension beginning at the southerly right-of-way line of Interstate Highway 10 and extending south and east to the west dead end of Industrial Avenue. Perform a topographic and improvement survey of the existing 4,400 linear feet of Industrial Ave. right-of-way beginning at the west dead end and extending

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

east to Hawkins Blvd. Topographic limits will include the full width of the 60 feet right of way plus 10 feet inside adjacent private properties where access is allowed, plus 100 feet in all directions at each centerline intersection.

- 2.2.1. A telephone order to Dig Tess will be placed to have the underground utilities marked (painted) on the surface. The survey will include tying these marks.
- 2.2.2. The topographic survey will include tying all visible utility features to include the following: water valves; water meters; sanitary sewer manholes; storm sewer manholes; electrical manholes; power poles; light poles; overhead lines; electrical control panels; traffic signals; traffic signs; telephone manholes and pedestals; stem walls; chain link fences; rock walls; trees, etc.
- 2.2.3. The survey will also include existing pavement, paint stripes, existing asphalt and concrete driveways, existing concrete sidewalks, ditches, stairs, steps, and existing concrete curb and gutter.
- 2.3. Prepare the base map based on the proposed alignment and existing information.
- 2.4. The Engineer will provide a boundary, topographic improvements survey for up to two (2) drainage, construction or temporary easements or ROW required. The survey shall include the preparation of the base map, boundary survey, survey plats, metes and bounds and monumentation, as necessary.

Deliverables

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

C. Right-of-Way Mapping

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

Deliverables

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

D. Geotechnical Subsurface Soils Characterization

1. Subsurface Soils Exploration and Engineering Soil Classification Testing.
 - 1.1. Perform a general geotechnical subsurface soils characterization evaluation within the existing and proposed roadway alignment areas. Exploration borings shall be performed in accordance with ASTM and/or TxDOT procedures, as required. The borings shall be drilled in general

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

accordance with standard procedures using a truck-mounted rotary-drilling rig utilizing hollow stem augers. Standard Penetration Tests (SPT's) shall be performed during subsurface soil exploration and soil samples shall be collected with a split-spoon sampler during exploration. Ground water or water seepage shall be reported if encountered during exploration. Exploration boring logs shall be prepared in accordance with industry standard formats. The borings shall be logged in the field by a trained member of our geotechnical staff.

- 1.2. The Geotechnical Engineer shall prepare boring plans for the Engineers review and comment. Geotechnical Engineer shall submit traffic control plan to the City of El Paso Street Department for review and approval before proceeding with field work. Traffic control plan shall be prepared in accordance with the latest Texas Manual on Uniform Traffic Control Devices (MUTCD) regulations. Traffic control shall be setup before work commences each day and removed at the end of the same workday respecting and maintaining the requirements of the approved traffic control plan at all times.
- 1.3. Geotechnical Engineer shall contact utility one call services to mark all existing utilities where exploration borings shall be performed within the city right of way. The Prime Consultant will be responsible for all access before land acquisition, City will provide support. For *the proposed roadway alignment that traverses private property*, the engineer is responsible for *securing a consent of entry and existing utility* information from the owner prior to entering property. The geotechnical scope of work does not include services to pothole and locate existing utility lines. Geotech will review utility information within private property provided and will evaluate the utilities and location of proposed utilities to determine if there are any potential conflicts with any proposed geotechnical exploration borings. Geotechnical engineers reserve the right to change location or omit any proposed borings due to safety concerns. Consultant shall coordinate with private and public utility providers and property owners prior to drilling Geotech bore holes. The City will not be responsible for repairing and replacing damaged existing utility lines if encountered and penetrated at the time of field exploration borings.
- 1.4. Utility information within private property will be provided by the Utility coordinator for review and consideration prior to commencing geotechnical exploration borings. **Geotechnical scope of work does not include services to pothole and locate existing utility lines.**
- 1.5. The proposed initial geotechnical exploration fieldwork (see provided Exhibit for locations), scope of services shall consist of drilling a total of thirteen (13) subsurface exploration borings ranging in depth from 10 to 25 feet or reasonable auger refusal, (Preliminary Bore hole layout attached) each below the existing ground and/or paved surface elevation. In addition, our scope of work shall include performing up to two (2) soil percolation tests at a maximum depth of 10 feet within proposed stormwater collection ponding areas. The following table presents a general distribution of the borings.
- 1.6. The proposed pond borings and soil percolations tests at this time are included in the geotechnical scope of work in anticipation that the specification of storm water and drainage detention areas may be required in the roadway alignment area that shall traverse currently undeveloped private land. The estimated number of borings and

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

depths are presumptive in nature and based on our professional experience on other projects at this time to establish a cost for this service. The depth of boreholes for percolations shall be at about 23 feet. The soil classification borings would extend to about 30 feet.

Boring Location	Number of Borings	Depth (feet)
Airway Blvd. from I-10 to Wall St.	3	25
	2	15
Industrial Ave. from Wall St. to Hawkins Blvd.	2	15
	3	10
Stormwater Pond Borings	3	30
Soil Percolation Test Borings	2	23

- 1.7. The existing pavement structure thickness shall be measured and recorded where borings are performed within paved areas.
- 1.8. Geotechnical Engineering Soil Classification testing on collected and selected soil samples shall be limited to the following tests;
 - Soil Moisture Content Tests
 - Soil Atterberg Limits Tests
 - Soil Particle Size Analysis Tests
 - Soil Moisture Density Relationships (5)
 - Soil Sulfate and Chloride Content Tests (3)
 - Soil Direct Shear Tests (3)
 - Soil Nutrient Tests (2)
 - Soil Cement Series Test (1)
 - Laboratory California Bearing Ratio Tests (5)

All testing shall be performed in accordance with the latest version of TXDOT's Manual of Test Procedures or American Society for Testing Materials (ASTM) test procedures. Engineering soil classification shall be done in accordance with the Unified Soil Classification System (USCS).

2. Geotechnical Evaluation and Reporting

- 2.1. Geotechnical Engineering report shall be prepared and submitted to the design engineer for review and consideration in the project design. Report shall contain soil boring location plans, boring logs, laboratory engineering soil classification tests, summary of the subsurface soil classifications, encountered ground water or water seepage conditions, guideline recommendations for the design of lighting foundations, general gravity wall earth retaining structures, storm water pond slope protection consideration, and pavement section recommendations for flexible and rigid pavement structures. Traffic volume projections and growth factors shall be required from the design engineer to perform pavement section analysis in accordance with AASHTO and TXDOT FPS 21. **Scope of work does not include the collection of FWD and GPR data along existing roadways.**

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

Deliverables

- Single Electronic PDF Copy of Prefinal Review and Comment Geotechnical Report.
- Single Electronic PDF Copy of Final Geotechnical Report.
- Electronic Copy of Gint Boring logs that may be incorporated into the design plans.
- Will develop testing schedule for Construction.

E. Social, Economic and Environmental Studies

1. Environmental Documentation. Each environmental service provided shall have a deliverable. Deliverables shall summarize the methods used for the environmental services and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide a satisfactory basis for thorough review by CID, and (where applicable) agencies with regulatory oversight.
 - 1.1. For each deliverable, perform quality assurance quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:
 - 1.1.1. Current state and federal laws, regulations, policies, guidance; and
 - 1.1.2. Provide documentation that the QA/QC reviews were performed by qualified staff.
 - 1.2. Deliverables shall contain all data acquired during the environmental service.
 - 1.3. Electronic versions of each deliverable must be written in software which is compatible to CID and must be provided in a changeable format for future use by CID. Supplement all hard copy deliverables with electronic copies in searchable Adobe Acrobat™ (.pdf) format, unless another format is specified. Each deliverable shall be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable. Deliver the electronic files by email or through the ftp site.
 - 1.4. Submission of Deliverables
 - 1.4.1. Deliverables shall consist of technical reports of environmental services performed.
 - 1.4.2. All deliverables must comply with all applicable state and federal environmental laws, regulations and procedures.
 - 1.4.3. On the cover page of each technical report prepared under the authority granted by this MOU, and for any memorandum corresponding to any CE determination it makes, the Engineer shall insert the following language in a way that is conspicuous to the reader or include it in a CE project record: "The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried- out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9.2019, and executed by FHWA and TxDOT."
 - 1.5. CID shall provide comments on draft deliverables to the Engineer. The Engineer shall revise the deliverables:
 - 1.5.1. Include any CID commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, or Section 106.
 - 1.5.2. Incorporate the results of agency coordination.

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

- 1.5.3. Reflect mitigation measures resulting from comments received or changes in the Project.
 - 1.5.4. Include with the revised document a comment response form (matrix) in the format provided by CID.
 - 1.6. All photographs shall be 3.5" x 5" color presentation printed on matte finish photographic paper or 3.5" x 5" color presentation printed on matte white, premium or photo quality laser or inkjet paper. All photographs shall be well focused and clearly depict details relevant to an evaluation of the project area. Provision of photographs shall be one original print of each image or electronic presentations of comparable quality. Comparable quality electronic photograph presentations shall be at least 1200 x 1600-pixel resolution. Photographs shall be attached to separately labeled pages that clearly identify project name; project identification (ID) number; address or Universal Transverse Mercator (UTM) of resource; description of the picture and direction of the photographic view. In addition to the hard-copy prints, an electronic version of each will be submitted with the same identification information as the hard-copy.
- 2. Technical Reports and Documentation**
- 2.1. Definition of technical report and documentation for environmental services: a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision.
 - 2.2. Technical reports and forms must include sufficient information to determine the significance of impacts. Some examples of environmental technical reports and documentation are listed below:
 - Phase I Environmental Site Assessment
 - Phase II Environmental Site Assessment
 - Federally Listed Threatened and Endangered Species Habitat Assessment
 - Cultural Resources Background Study
 - Cultural Resources Survey Report
 - Section 404 Assessment Memorandum
 - 2.3. Minimum Deliverables for all documents and technical reports shall consist of a Draft and a Final Report. (Additional deliverables to be identified in a work authorization based on work assigned.)
- 3. Phase I Environmental Site Assessment - Phase I ESA will be prepared consistent with the procedures included in ASTM Practice E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Elements of the Phase I ESA include a site visit, review of historical information, interviews with people familiar with the site including local government inquiries to obtain relevant information regarding the environmental conditions of the subject property, and review of compiled regulatory agency database information that may provide an indication of recognized environmental conditions, historical recognized environmental conditions, and environmental risk on or near the subject property.**
- 3.1. Standard environmental record sources will be used to provide specified local, state, and federal regulatory lists information for potential sites of environmental concern located in the vicinity of the subject property. The Engineer will perform a database search that will be based upon ASTM-specified standard record sources and search distance criteria.

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

- The Engineer may contract with a vendor to obtain the environmental database records. As needed, environmental records will be obtained from agencies with jurisdiction.
- 3.2. The Engineer will perform a site visit to determine the existence of potentially hazardous materials or substances, pits, ponds, lagoons, stained soil, stressed vegetation, odors, uncontrolled dumping, and pools of liquid likely containing hazardous substances, discarded or unidentified substance containers or drums, and evidence of contamination to the extent possible given site-specific access constraints. Topographic, geologic, hydrologic, and hydrogeologic conditions observed during the site reconnaissance to address contaminant migration routes.
 - 3.3. The Engineer will conduct interviews with owners, occupants, or past owners or occupants, or others with knowledge of the uses and physical characteristics of the subject property, as necessary. The interviews will be conducted by telephone, mail, electronic communications, or in person during the site reconnaissance to obtain information pertaining to recognized environmental conditions of the subject property. Site questionnaires to key individuals with knowledge of the past history of the subject property will be developed and provided. Data collected and interviews performed will comply with ASTM Standard for Phase I Environmental Site Assessments E1527-21 and will meet EPA's all appropriate inquiry requirements.
 - 3.4. Based on the site reconnaissance, interviews, and records review, the Engineer will develop a report to meet the latest ASTM standards for Phase I ESAs. The report will include findings, opinions, conclusions, and recommendations based on the research performed and results of the investigations conducted. Recognized environmental conditions, de minimis, and potentially historic environmental conditions will be identified based on the data collected and the results of the investigations performed during the Phase I ESA. Data gaps, exceptions, deviations, and references will be provided as part of the Phase I ESA.
4. Phase II Limited Subsurface Investigation – The Engineer will perform a Phase II Limited Subsurface Investigation (LSI) according to the findings and recommendations contained within the Phase I ESA. For purposes of cost estimation, the following assumptions are being used to further define the LSI scope at this time: the LSI will be conducted within the proposed project area to assess for contamination from the adjacent Marathon petroleum refinery and retail fueling station – any areas of proposed ROW acquisition from these two facilities will be the focus of the Phase II LSI.
- 4.1. Our proposed fee includes installation of 12 soil borings to 40 feet below ground surface (bgs) and three (3) temporary groundwater monitoring wells to 50 feet bgs.
 - 4.2. A total of 36 soil samples and 4 groundwater samples will be submitted to a NELAC accredited laboratory for analysis of RCRA 8 Metals, VOCs, PAHs, and TPH. This includes QA/QC samples and waste characterization samples.
 - 4.3. All waste generated by the investigation procedures will be drummed on site, sampled for laboratory analysis, and disposed of at an approved waste facility (fee includes cost for non-hazardous waste disposal).
 - 4.4. A Phase II LSI report will be prepared to summarize analytical results and compare the results to Texas Commission on Environmental Quality (TCEQ) Texas Risk Reduction

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

Program (TRRP) Protective Concentration Limits (PCLs). Proposed next steps and recommendations based on the analytical results will also be given in the Phase II LSI report.

5. Federally-Listed Threatened and Endangered Species Habitat Assessment - The Engineer will perform a Federally-listed Threatened and Endangered Species Habitat Assessment. The assessment will be specific to all species listed in the USFWS Threatened and Endangered Species List for El Paso County, will include a description of suitable habitat for all species listed, and will provide information pertaining to the habitat available in the project area.
 - 5.1. The Engineer will perform a preliminary data review of data from the USFWS, Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (NDD), geologic maps, USGS topographic maps, NRCS soil data, project aeriels, and other additional resources that may indicate the presence of potentially suitable threatened and endangered species habitat.
 - 5.2. The Engineer will perform a field investigation to identify potentially suitable threatened and endangered species habitat within the project area. Site conditions will be documented with regards to vegetation, soils, geology, and any species observations or evidence of species habitat that is observed in the field. The Engineer will delineate any potentially suitable threatened and endangered species habitat with a GPS unit.
 - 5.3. Based on the data collection and the field visit, the Engineer will develop a report, including all necessary appendices.
6. Cultural Resources THC Coordination Letter – The Engineer will prepare a background letter report that will be coordinated with the Texas Historical Commission (THC). This report will involve desktop research through the online sites atlas of the Texas Archeological Research Laboratory (TARL) and the THC to determine if any previously recorded archeological sites, National Register-listed districts and sites, State Antiquities Landmarks (SALs), Registered Texas Historic Landmarks (RTHLs), local landmarks, cemeteries, or archeological surveys occur within or near the proposed project area. The location of any previously recorded cultural resources sites and surveys will be plotted onto USGS 7.5-minute topographic maps and aerial photographs to evaluate potential constraints. The Engineer will also consult the soil survey maps for El Paso County, relevant aerial photography, historical maps, land use maps, and the Geologic Atlas of Texas to assess the likelihood for cultural resource issues and make recommendations regarding impacts from the project. The results of this effort will be integrated into a letter report that summarizes potential constraints for the proposed project, and makes further recommendations for field studies, based on project design. The letter report will prioritize areas of high probability that may require survey through subsurface shovel testing and identify areas that may not require subsurface survey due to previous disturbance.
7. Cultural Resources Survey - Should the THC recommend a field survey; the Engineer will field visit and assess the project area for undocumented cultural resources. The scope and extent of the field survey will be determined and approved through the desktop study and through prior consultation with the THC. The Engineer will prepare an Antiquities Permit to complete the study in compliance with applicable Federal and State regulations. This scope of work assumes that the archeological survey will include visual inspection and shovel testing, as

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

appropriate, within areas determined to have potential for undocumented, potentially SAL-eligible archeological resources. Subsurface shovel testing will be conducted to conform to the Council of Texas Archeologists' (CTA) minimum standards for Texas.

8. Section 404 Assessment Memorandum - The Engineer will prepare a memorandum to document the project impacts on potentially jurisdictional waters of the United States (WOUS) including type of impact (e.g., fill vs. excavation), duration (e.g., temporary vs. permanent), estimated loss of WOUS or impact to WOUS, and an assessment of Section 404 permitting requirements, mitigation alternatives, and other measures to reduce project impacts, as appropriate.
 - 8.1. The memorandum will state the quantities of impacts including a summary table of type, duration, type of waterbody / special aquatic feature impacted. Memorandum will discuss the type of discharge within the OHWM (concrete, rip rap, earthen), total length of impacts per category type, whether the impacts to WOUS would result from a change in flow, cross-section, gradient, or channel dimension whether there would be loss or no loss of WOUS and/or loss of channel function, and permanent or temporary impacts to WOUS.
 - 8.2. The memorandum will indicate if the project requires a Section 404 permit and whether, how, and why the project may qualify for one or more nationwide permits (NWP).
 - 8.1.1 If the Project qualifies for NWP(s), the memorandum will indicate which permit and if pre-construction notification is required. If no pre-construction notification is required, the memorandum will clearly state the basis for that assessment, citing the appropriate NWP clauses. Information pertaining to applicable NWP and regional or local conditions should be provided to give a complete understanding of Section 404 permit requirements. If the project may be permitted under more than one NWP or Letter of Permission, the memorandum should so state (with appropriate rationale provided).
 - 8.1.2 The Engineer will also consider various options and/or potential opportunities for on-site and/or self-mitigation project elements that may be helpful in avoiding, minimizing, and reducing project impacts, or allow for the project to meet NWP thresholds for compliance.
 - 8.1.3 If the project does not qualify for a NWP, the memorandum will clearly indicate the recommended Section 404 permitting approach, mitigation alternatives, and steps that would be needed to complete the applicable Section 404 permit application.
 - 8.3. The memorandum will include any necessary figures and/or appendices to support the assessment pertaining to regulatory requirements under the Clean Water Act.

F. Stakeholder Coordination

1. The Engineer will be responsible for implementing stakeholder involvement. Services will include identifying stakeholders affected by the project and coordination of meetings to establish a proactive involvement process during the project development. The stakeholder involvement activities sought under this scope of services, include, but are not limited to the following:

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

- 1.1. Organize and implement meeting logistics.
- 1.2. Identify stakeholders and develop mailing list database.
- 1.3. Facilitate up to two (2) meetings.
- 1.4. Prepare and distribute involvement material.
- 1.5. Prepare exhibits/displays for Meetings.
- 1.6. Prepare Meeting Summary, including a response to comments received.

Deliverables

- Stakeholder Mailing List Database
- Meeting Material
- Meeting Summary

G. Pre-Design & 30% PS&E Phase

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

1. Data Collection

1.1. Photographic Record

- 1.1.1. Collect relevant data along the corridor.
- 1.1.2. Document any Landmarks along Existing Corridor.
- 1.1.3. Prepare Digital Photos and Aerial Imaging.

1.2. Collect Utility/ROW Data

- 1.2.1. Acquire all Existing Above and Below Ground Utility Plans and Documents.
- 1.2.2. Acquire Listing of Utility Companies to be contacted and other pertinent information.

1.3. Traffic and Transportation Data

2. Provide design criteria to be used in the design of the Project for approval by CID. Preliminary Design criteria shall include, but not limited to, the following roadway elements: facility type, design speed, horizontal criteria, stopping sight distance, maximum curvature, vertical criteria, minimum and maximum gradient, K-values, and vertical clearances, cross section criteria, lane widths, bike lanes, pavement cross slope and maximum side slopes, intersection horizontal and vertical criteria including corner radii, and design vehicle turning movements.
3. Develop roadway design elements of the Project, including preliminary horizontal and vertical geometric layouts, crossroads, proposed drainage structures and construction sequencing plan narrative and typical sections.
4. Prepare Right of Entry documents for property access.
5. Prepare and deliver a Pre-Design Analysis that will include the following:
 - 5.1. Evaluate existing ROW and expected ROW acquisition if any
 - 5.2. Evaluate street alignment, with or without roundabout
 - 5.3. Develop typical sections, include typ details for retaining wall
 - 5.4. Pavement design based on geotechnical recommendation
 - 5.5. Identify possible conflicts with proposed improvements, grade differentials, and driveways.
 - 5.6. Provide construction schedule estimate of proposed improvements
 - 5.7. Evaluate bicycle and pedestrian improvements

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

6. 30% PS&E Design, shall show:
 - 6.1. Coversheet
 - 6.2. Preliminary Plan for Airway Extension and Future Extension to North Loop
 - 6.3. Preliminary Layout of Industrial reconstruction
 - 6.4. Preliminary Drainage Plan
7. Other Items to support the engineering design effort, Typical Non-Standard details such as Stem Walls, Turn Downs, Retaining Walls, Etc.
 - 7.1. Develop Preliminary Engineer's Opinion of Probable Costs to include construction and contingencies.
 - 7.2. Conceptual schematic landscaping to include services mostly within center medians, parkways, and major intersections. Special design considerations regarding vehicular visibility will be observed at intersections, driveways, and medians
 - 7.3. Perform a preliminary review for ADA compliance.

Deliverables

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

H. Illumination

1. Streetlight plans showing types and locations of light poles, ground boxes, electrical service and conduit.
2. Perform field work that may include, but not limited to taking measurements, locating utilities, locating existing illumination equipment, identifying existing conditions, and taking digital photos of the locations.
3. Perform electrical calculations using standard City of El Paso light poles and determine the required conduit, conductor, and breaker sizes.
4. Identify electrical service location with El Paso Electric Company.
5. Provide new lighting loads to El Paso Electric Company.
6. The Engineer shall prepare circuit wiring diagrams showing the number of Illumination assemblies on each circuit, electrical conductors, length of runs, service pole assemblies.
7. The Engineer shall prepare a proposed photometric schematic layout.
8. Develop general notes, lighting plan sheets, and sheets consisting of the luminaire and conductor/conduit schedule.
9. Tabulate lighting quantities and provide summary sheets.

I. Drainage Study

1. Perform a minor drainage study of the project watershed. Determine the drainage requirements for the project.
 - 1.1. The study will consider the location of stormwater discharge points along the project.
 - 1.2. The study will identify any right of way requirements for locating and constructing drainage appurtenances required for the project.
2. Coordinate with the City of El Paso for drainage systems requirements for proposed improvements.

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

3. Drain design will be performed using Open Roads StormCad. Design services will include the following:
 - 3.1. Prepare watershed area maps.
 - 3.2. Prepare plan and profile sheets for storm drain systems, as necessary.
 - 3.3. Select standard details from City of El Paso or TXDOT list of standards for items such as inlets, manholes, junction boxes, etc.
 - 3.4. Prepare details for non-standard inlets, manholes and junction boxes.
 - 3.5. Identify pipe strength requirements.
 - 3.6. Prepare drainage facility quantity summaries.
 - 3.7. Identify potential utility conflicts and design around them, wherever possible, fire lines, standpipes, etc. Coordinate relocation of privately own utility items and incorporate into design if necessary.
 - 3.8. Take into consideration drainage impacts to pedestrian facilities, utilities, driveways, etc.
4. Channel Hydrology and Hydraulics
 - 4.1. Request any previous studies performed for the existing channels through the City of El Paso or Federal Emergency Management Agency. Review and evaluate the effective flood zone conditions.
 - 4.2. Pre-Project Conditions
 - 4.2.1. Review hydrologic studies for the area for the delineation of the existing watershed contributions to the channels, pre-project.
 - 4.2.2. Prepare a hydrologic model using HEC-HMS for the determination of the pre-project 100-year hydrologic conditions.
 - 4.3. Post Project Conditions
 - 4.3.1. Delineate hydrologic conditions for the post project conditions.
 - 4.3.2. Prepare a hydrologic model using HEC-HMS for the determination of the post-project 100-year hydrologic conditions.
 - 4.4. Develop a technical memorandum with the findings and recommendations.
 - 4.5. Meet with the City of El Paso Floodplain Coordinator to review and discuss the summary of findings.

Deliverables

- Three copies of the Drainage Study information.

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

1. General design
 - 1.1. Develop cover sheet and index sheet.
 - 1.2. Develop project general notes.
 - 1.3. Develop summary sheets.
 - 1.4. Develop project layout and typical sections.
2. Traffic Control
 - 2.1. Develop Spec requiring contractor to develop Traffic Control, TCP for Airway extension to I-10
 - 2.2. Develop Phasing Plan, and detailed Phasing Plan showing access to Businesses

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

- 3. Demolition Plans**
 - 3.1. Develop demolition plans for items to be removed or preserved during construction.
 - 3.2. Special notice of care to retaining walls
- 4. Roadway Design**
 - 4.1. Develop vertical and horizontal control
 - 4.2. Develop horizontal layouts to include Temporary Construction Licenses (TCL) for work on private property. TCL shall consist of application and exhibit, with no additional survey work.
 - 4.3. Develop roadway plan and profile sheets.
 - Airway Extension from Airway to Industrial
 - Extension of Industrial from existing road to Airway
 - Reconstruction of Industrial from Hawkins to end of existing road
 - 4.4. Develop intersection layout plans.
 - 4.5. Detail design elements throughout project including driveway access, bicycle and pedestrian facilities, and miscellaneous details.
 - 4.6.1. Driveway access at existing facilities.
 - 4.6.2. Bicycle and pedestrian facilities as per City of El Paso Bike Plan.
 - 4.6.3. Transitions/modifications to existing cross streets.
- 5. Traffic**
 - 5.1. Follow the Texas Manual on Uniform Traffic Control Devices and maintaining agency standards.
 - 5.2. Develop striping and signage layout plans.
 - 5.3. Develop summary of small signs and details.
- 6. Erosion and Sediment Control**
 - 6.1. Develop EPIC sheet.
 - 6.2. Prepare Storm Water Pollution Prevention Plan (SW3P) Narrative.
 - 6.3. Prepare SW3P Plans.
- 7. Final assembly of PS&E Package and supporting documents**
 - 7.1. Complete final construction plans
 - 7.2. List of Governing Specifications (Special Specifications and Special Provisions as needed)
 - 7.3. Develop Opinion of Probable Construction Costs
 - 7.4. Develop construction Contract Time Determination
 - 7.5. Develop bid document package
 - 7.6. Certifications (ROW, Encroachments, RR, Displacement, Utilities)
 - 7.7. Address Review Comments
- 8. ADA compliance Services**
 - 8.1. The engineer will perform plan review and inspections for ADA, T.A.S, and Texas Department of Licensing and Regulation requirements.
- 9. Submit design documents at project milestones (60, 90, 100 and Final) to all entities with jurisdiction over approval of the project. Coordinate reviews, gather/ address comments received from those entities.**

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

Deliverables

- 60, 90, 100 and Final Submittals: The Engineer will prepare and provide five (5) reproducible copies of the Design documents and corresponding electronic (pdf) files
- QC redlines with each submittal
- Final hydraulic report
- Final approved design exceptions/waivers
- Final opinion of probable construction cost
- Contract Time Determination
- Final signed and sealed construction plans
- Bid document package

K. Utility Coordination

1. Subsurface Utility Engineering (SUE)

- 1.1. SUE Level A – Also known as “locating”, this quality level provides precise three-dimensional (x, y, z) location and characterization information (size, material, condition, etc.) at critical locations. Non-destructive vacuum excavation equipment is used to expose the utility at specific points which are then tied to appropriate survey control.
- 1.2. SUE Level B – Also known as “designating”, this quality level provides the two-dimensional (x, y) position of subsurface utilities within approximately one-foot. The application and interpretation of non-destructive surface geophysical methods are used to record and mark the location of utilities on the surface which are then tied to appropriate survey control.
- 1.3. SUE Level C – Also known as “surface visible feature survey”, QL “D” information is correlated with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, poles, etc.).
- 1.4. SUE Level D - Also known as “records research”, this quality level provides information derived from existing records or oral recollections. Utilities are mapped from an interpretation of the available records.

2. Utility Coordination

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

3. Utility Conflict Analysis (UCA)

- 3.1. Develop Utility Layout Plan

L. Landscape and Irrigation Design Plans

The design development for the project will follow a customary approach to swiftly work with a Pre-Design Report Phase and move into Preliminary Design Development (60%), followed by a Pre-Final Design (90%) phase and continuing through Final Construction (100%)

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

documentation. We anticipate meetings to discuss possible redlines and have also included time for coordination with the City of El Paso Capital Improvements Department and Streets Department. Final construction documents will be signed and sealed plans, with pertinent notes and details, and meet minimum El Paso Streets requirements. The Improvement tasks for planting and irrigation plans for Airway Boulevard project shall take place as follows:

1. Airway Boulevard

- Interstate I-10 to Wall Street - Parkway, Median, Roundabout, and Intersection Landscape Improvements will be provided – 2,150 ft. / 0.40 mile(s)

2. Industrial Avenue

- Wall Street to Hawkins Avenue - Parkway and Intersection Landscape Improvements will be provided – 4,125 ft. / 0.78 mile(s)

We have accounted for approximately 1.18-miles of roadway, to include landscape architectural services within street parkways, medians, and a roundabout: as well as an emphasis at street intersections as noted above. Special design considerations regarding vehicular visibility will be observed at intersections and private driveways. Within our design intent will be the use of drought tolerant plant material (within the City Approved List), water harvesting techniques, and implement minimal maintenance design. Also, time has been included to determine the value and conditions of existing plant material within the streetscape, and whether plant material is preserved or removed. In addition, we have planned for coordination with the City of El Paso Streets Department, TxDOT, and possibly other entities associated with the vicinity of the project.

Lastly, our services account for attendance of two public meetings and providing exhibits / renderings to be included for assistance with a power-point presentation or presentation boards. Renderings will depict street elements such as parkways, medians, intersections, and the Airway roundabout. Our understanding is that the project will require a phased design process and include a total of 85 sheets at a required 1"= 20'scale. the project. The design development for the project will follow a customary approach to swiftly work with Conceptual Design (30%) and move into Preliminary Design Development (60%), followed by a Pre-Final Design (90%) phase and continuing through Final Construction (100%) documentation. We anticipate meetings to discuss possible redlines and have also included time for coordination with the City of El Paso Capital Improvements Department and Streets Department. Final construction documents will be signed and sealed plans, with pertinent notes and details, and meet minimum El Paso Streets requirements. This task includes digital file PDFs. The design phases are further described below:

Deliverables

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

M. Bid Phase Services

1. Bid Development

Airway Extension

Project: Airway Blvd. Extension Project

Contract with City of El Paso

Sol. No.: #2024-0199R

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

N. Construction Phase Services

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

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

PRIME: Gannett Fleming, Inc.

Contract with City of El Paso

Sol. No.: #2024-0199R

Project: Engineering and Design Services for the Airway Blvd. Extension

Project Limits: Gateway Blvd. to Industrial Ave.

Alex Avila

Project Team	Task	Total Labor Fee	Direct Expenses	Total Fee
DEC	Project Designer	\$611,728.44	\$3,230.00	\$614,958.44
Brock & Bustillos, Inc. (B&B)	Design & Construction Surveys	\$87,681.00	\$3,327.00	\$91,008.00
Cobb, Fendley & Associates, Inc.(COB)	Subsurface Utility Engineering	\$38,282.14	\$3,932.50	\$42,214.64
CQC Testing and Engineering, LLC (CQC)	Geotechnical Engineering and Soil Exploration	\$10,851.89	\$34,527.25	\$45,379.14
Greenway Studio, LLC	Landscape Architecture	\$65,674.44		\$65,674.44
Poznecki-Camarillo, Inc.	Environmental Permitting and Clearance	\$55,125.02	\$44,342.50	\$99,467.52
Total Project Fee				\$958,702.17

PRIME: Gannett Fleming, Inc.
 Contract with City of El Paso
 Sol. No.: #2024-0199R
 Project: Engineering and Design Services for the Airway Blvd. Extension
 Project Limits: Gateway Blvd. to Industrial Ave.
 Fee Schedule

TASKS	NON-DBE		DBE						NON-DBE		Task Total	Invoice Totals				
	DEC		Brock & Bustillos, Inc. (B&B)		CQC Testing and Engineering, LLC (CQC)		Greenway Studio, LLC		Poznecki-Camarillo, Inc.			Cobb, Fendley & Associates, Inc.(COB)		Total	DEC	Subs
TASK NUMBER	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee				
Pre-Design 30% PS&E Phase - (Planning Phase & Report Development)																
A. Project Management	89	\$ 14,438.99											\$14,438.99			
B. Surveying			448	\$ 63,512.00									\$63,512.00			
C. R.O.W. Mapping			168	\$ 24,169.00									\$24,169.00			
Surveying and POW Mapping Direct Expenses				\$ 3,327.00									\$3,327.00			
D. Geotechnical					115	\$ 45,379.14							\$45,379.14			
E. ENV									200	\$ 27,562.51			\$27,562.51			
F. Stakeholder Coordination	102	\$ 12,324.50											\$12,324.50	\$303,384.08	\$107,220.08	\$196,164.00
G. Pre-Design & 30% PS&E Phase	701	\$ 80,456.59											\$80,456.59			
K. Utility Coordination											166	\$ 22,053.61	\$22,053.61			
SUE, UCA, & UC - Direct Expenses												\$ 1,310.83	\$1,310.83			
L. Landscape & Irrigation							91	\$ 8,849.92					\$8,849.92			
													\$0.00			
Plans, Specifications, and Estimates - 60% PS&E																
A. Project Management	89	\$ 14,438.99											\$14,438.99			
E. ENV									200	\$ 27,562.51			\$27,562.51			
ENV Direct Expenses										\$ 44,342.50			\$44,342.50			
H. Illumination	185	\$ 19,203.03											\$19,203.03			
I. Drainage Study	250	\$ 24,498.12											\$24,498.12			
J.60% PS&E Design	1088	\$ 120,738.05											\$120,738.05	\$275,383.24	\$178,878.19	\$96,505.05
K. Utility Coordination											41.5	\$ 5,409.51	\$5,409.51			
SUE, UCA, & UC - Direct Expenses												\$ 1,310.83	\$1,310.83			
L. Landscape & Irrigation							195	\$ 17,879.69					\$17,879.69			
													\$0.00			
Plans, Specifications, and Estimates - 95%																
A. Project Management	88	\$ 14,438.99											\$14,438.99			
H. Illumination	140	\$ 15,399.99											\$15,399.99			
I. Drainage Study	249	\$ 24,498.12											\$24,498.12			
J.95% PS&E Design	617	\$ 71,366.04											\$71,366.04	\$146,543.26	\$125,703.14	\$20,840.12
K. Utility Coordination											42	\$ 5,409.51	\$5,409.51			
SUE, UCA, & UC - Direct Expenses												\$ 1,310.83	\$1,310.83			
L. Landscape & Irrigation							153	\$ 14,119.77					\$14,119.77			
													\$0.00			
Final Design Phase																
A. Project Management	88	\$ 14,438.99											\$14,438.99			
H. Illumination	29	\$ 3,326.25											\$3,326.25			
I. Drainage Study	249	\$ 24,498.12											\$24,498.12			
J.100% PS&E Design	370	\$ 44,832.52											\$44,832.52	\$102,245.29	\$87,095.87	\$15,149.41
K. Utility Coordination											41.5	\$ 5,409.51	\$5,409.51			
SUE, UCA, & UC - Direct Expenses												\$ 1,310.83	\$1,310.83			
L. Landscape & Irrigation							104	\$ 9,739.90					\$9,739.90			
													\$0.00			
Bid Phase																
DEC / GF	120	\$ 14,388.50											\$14,388.50			
L. Landscape & Irrigation							26	\$ 2,384.97					\$2,384.97	\$16,773.47	\$14,388.50	\$2,384.97
													\$0.00			
Construction Phase																
DEC / GF	829	\$ 98,440.88											\$98,440.88			
L. Landscape & Irrigation							123	\$ 12,700.18					\$12,700.18	\$111,141.06	\$98,440.88	\$12,700.18
													\$0.00			
DEC DIRECT EXPENSES - Other direct expenses may be applicable based on project needs, a listing of other expenses rates has been provided. The City will be made aware if additional expenses from this estimate are needed.																
DEC / GF		\$ 3,230.00											\$3,230.00	\$3,230.00	\$3,230.00	\$0.00
													\$0.00			
Total	5282	\$ 614,956.66	616	\$ 91,008.00	115	\$ 45,379.14	692	\$ 65,674.44	400	\$ 99,467.52	290	\$ 42,214.64	\$ 958,700.40			
Percent Participation																
		64.14%		9.49%		4.73%		6.85%		10.38%		4.40%		100.00%		
		NON-DBE		% PARTICIPATION												
		\$ 657,171.30		68.55%												
		\$ 301,529.09		31.45%												
		\$ 958,700.40		100.00%												

PRIME: Gannett Fleming, Inc.

Sol. No.: #2024-0199R

Project: Engineering and Design Services for the Airway Blvd. Extension

Phases / Tasks	Project Manager	QA/QC Manager	Engineer (Senior)	Design Engineer	Engineer-In-Training	Engineer Technician	CADD Operator	Public Involvement Officer	Administrative/Clerical	Total Hours	Total Cost
LABOR RATE PER HOUR	\$253.06	\$200.46	\$207.03	\$144.60	\$105.33	\$103.26	\$88.91	\$115.86	\$64.34		
GENERAL SCOPE											
A. Project Management											
Progress Reporting	40								30	70	\$12,052.78
Prepare and Submit Invoices	30								30	60	\$9,522.15
Coordination / Administration	30								30	60	\$9,522.15
Subconsultant Management	30								30	60	\$9,522.15
Monthly Meetings (Prepare Agenda, Hold meeting & Prepare Minutes)	48								24	72	\$13,691.22
CSP - Coordination Meetings	2			4	6		18		2	32	\$3,445.52
TOTAL - Program Management	180	0	0	4	6	0	18	0	146	354	\$57,755.97
B. Surveying - Brock & Bustillos (see Tasks and Fee provided)											
C. Right of Way Mapping - Brock & Bustillos (see Tasks and Fee provided)											
D. Geotechnical Subsurface Soils Characterization - CQC (see Tasks and Fee provided)											
E. Social, Economic and Environmental Studies - Poznecki (see Tasks and Fee provided)											
F. Stakeholder Coordination											
Planning Phase / Development Pre-Design Report Phase											
Stakeholder meetings	4			10	16			6		36	\$4,838.78
Public Meetings	2			8	12		20	24		66	\$7,485.72
TOTAL - Stakeholder Coordination	6	0	0	18	28	0	20	30	0	102	\$12,324.50
G. Pre-Design 30% PS&E Phase - (Planning Phase & Report Development)											
Kick-off Meeting	2			6	8		4		2	22	\$2,700.72
Develop Project Schedule				4	8				4	16	\$1,678.45
Project Investigation, obtain utility easements, utility service lines and other permits, if applicable.				8	16	10				34	\$3,874.77
Develop Project Concepts (Coordinate with all Disciplines)	4		2	16	48	4	40			114	\$12,765.23
Develop Master Plan for Ultimate Project	4		2	16	40	4	48	2		116	\$12,865.53
Evaluate existing ROW and expected ROW acquisition				4	6		8			18	\$1,921.66
Evaluate street alignment to Industrial connection	2			6	18		4			30	\$3,625.37
Evaluate street alignment for future extension to North Loop / Trowbridge	2			8	16		4			30	\$3,703.91
Design Analysis	2			8	16	4				30	\$3,761.33
Develop Right of Entry documents for property access	1			2	1		10	4		18	\$2,000.10
Develop Proposed Improvements Sketch / Develop typical sections	1			6	6		10			23	\$2,641.73
Identify possible utility conflicts				4	8	4				16	\$1,834.12
Identify possible additional conflicts with proposed improvements				4	8	12				24	\$2,660.20
Develop preliminary Drainage Plan	4			18	30	4	16			72	\$8,610.64
Develop Pedestrian Access Plan	2			6	12	2	12			34	\$3,911.13
Develop Estimate of Construction Cost	2			4	8					14	\$1,927.21
Project preparation for presentation of design to the City of El Paso Design Review Committee	4			10	16					30	\$4,143.62
Final Report	2			4	26			4	24	60	\$5,830.87
TOTAL - Pre-Design 30% PS&E Phase	32	0	4	134	291	44	156	10	30	701	\$80,456.59
H. Illumination											
Proposed Illumination Layouts (60% Complete)	2			8	32		60			102	\$10,367.95
Prepare illumination circuit diagrams (60% Complete)				4	10		14			28	\$2,876.42
Voltage drop calculations (60% Complete)				4	8					12	\$1,421.08
Electrical service data sheet(s) (60% Complete)				2	2		3			7	\$766.59
Prepare photometric layout (60% Complete)				2	28		6			36	\$3,771.98
Proposed Illumination Layouts (95% Complete)	1		4	4	20		28			57	\$6,255.62
Prepare illumination circuit diagrams (95% Complete)			2	2	10		8			22	\$2,467.85
Voltage drop calculations (95% Complete)			2	2	12					16	\$1,967.27
Electrical service data sheet(s) (95% Complete)			1	1	10		1			13	\$1,493.88
Prepare photometric layout (95% Complete)			1	1	12		18			32	\$3,215.93
Identify and coordinate electrical service locations (100% Complete)			1	1	1					3	\$456.97
Proposed Illumination, Markings, & Signing Layouts (100% Complete)	1		1	2	6		8			18	\$2,092.54
Finalize photometric layout (100% Complete)					4		4			8	\$776.96
TOTAL - Drainage	4	0	12	33	155	0	150	0	0	354	\$37,931.05
I. Drainage											
Storm Water Pollution Prevention Plan (60, 95% & 100% Complete)	3			6	28		42			79	\$8,310.17
Storm Drain Design-Industrial Reconstruction - (60%, 95% & 100% Complete)	3		4	14	64	12	90			187	\$19,593.71
Storm Drain Design - (60%, 95% & 100% Complete)	3		4	15	40	12	40			114	\$12,765.04
Basin Design - (60%, 95% & 100% Complete)	3		4	18	54	12	72			163	\$17,518.49
Grading Plan - (60%, 95% & 100% Complete)	3		4	14	52	12	56			141	\$15,306.93
TOTAL - Drainage	15	0	16	67	238	48	300	0	0	684	\$73,494.35
J. Plans, Specifications, and Estimates - 60% PS&E											
Index of drawings (60% complete)	1				6		16			25	\$2,596.76
Coversheet (75% complete)	1			2	4		20			27	\$2,741.71
Quantity Summary Sheet (90% Complete)	1			2	10		8			21	\$2,306.85
Horizontal Control Plan (90% complete)	1			2	6		16			25	\$2,596.76
Horizontal Alignment Plan (90% Complete)	1			2	6		16			25	\$2,596.76
Demolition Plan (90% complete)	1			2	18		24			45	\$4,572.00
Construction Notes (90% complete)	1			2	12		6			21	\$2,339.71
Typical Construction Details (60% complete)	1			4	12	8	24			49	\$5,055.29
Special Construction Details (60% complete)	1			4	16	8	32			61	\$6,187.87
Site Layout Plan (90% complete)	1			2	16	8	24			51	\$5,187.42
Develop 3D Model	1			12	40					53	\$6,201.65
Roadway Plan & Profile Design - Airway Extension (60% Complete)	1		2	8	28	8	40			87	\$9,155.59
Roadway Plan & Profile Design - Industrial reconstruction (60% Complete)	1		2	8	36	8	48			103	\$10,709.50
Develop Cross-sections	1		2	4	28		32			67	\$7,039.85
Traffic Control (Airway Extension Connection to I-10)	1			4	10	4	20			39	\$4,075.96
Detailed Phasing Plan showing access to Businesses	1			2	4	6	16			29	\$3,005.65
Identify and coordinate electrical service locations (60% Complete)	1		2	2	4					9	\$1,377.67
Signing & Pavement Plans Field Visit (60% Complete)				4	4					8	\$999.75
Proposed Pavement Marking Layouts (60% Complete)	1			2	10		30			43	\$4,262.77
Schedule Small Signs & Small Sign Details (60% Complete)				2	8		16			26	\$2,554.36

PRIME: Gannett Fleming, Inc.

Sol. No.: #2024-0199R

Project: Engineering and Design Services for the Airway Blvd. Extension

Phases / Tasks	Project Manager	QA/QC Manager	Engineer (Senior)	Design Engineer	Engineer-In-Training	Engineer Technician	CADD Operator	Public Involvement Officer	Administrative/Clerical	Total Hours	Total Cost
LABOR RATE PER HOUR	\$253.06	\$200.46	\$207.03	\$144.60	\$105.33	\$103.26	\$88.91	\$115.86	\$64.34		
Complete standards & Special Details (60% Complete)				2	8		10			20	\$2,020.93
Signing, Pavement Mrk, & Illumination - Quantities & Estimate (60% Complete)				2	10		8			20	\$2,053.79
List of Governing Specs (60% complete)	1			4	12					17	\$2,095.48
General Notes	1			6	18					25	\$3,016.69
Engineer's Estimate	1			4	16			2		23	\$2,645.50
30% complete action items report and complete review comment forms	1			4	18		24			47	\$4,861.21
TDLR Registration Form - Provide RAS the 60% design plan, prepare (4) Forms to provide to RAS for TDLR Permit (Forms: Request for Inspection, Project Registration, Proof of Submission, and Owner-Agent Designation)	2				2			3		7	\$909.82
60% Design QA/QC	2	45		4	6		20			77	\$12,515.33
Develop the project Construction Schedule	2			4	14					20	\$2,559.21
Develop the project Construction-sequencing plan					1					1	\$105.33
Design Analysis										0	\$0.00
Prepare Bid Tabs	1			2	8					11	\$1,384.94
Participate in 60% CDR	2			2	2					6	\$1,006.00
TOTAL - Plans, Specifications, and Estimates - 60% PS&E	31	45	8	106	393	50	450	0	5	1088	\$120,738.05
J. Plans, Specifications, and Estimates - 95%											
Index of drawings (95% complete)	1			2	2		8			13	\$1,464.18
Coversheet (95% complete)	1			2	3		8			14	\$1,569.51
Quantity Summary Sheet (95% complete)	1			2	3		4			10	\$1,213.89
Horizontal Control Plan (95% complete)	1			1	2		6			10	\$1,141.76
Horizontal Alignment Plan (95% Complete)	1			2	2		6			11	\$1,286.37
Demolition Plan (95% complete)	1			2	2		6			11	\$1,286.37
Construction Notes (95% complete)	1			2	6		2			11	\$1,352.08
Typical Construction Details (95% complete)	1			4	8		8			21	\$2,385.39
Special Construction Details (95% complete)	1			4	8		18			31	\$3,274.44
Site layout Plan (95% complete)	1		1	2	8	4	16			32	\$3,427.50
Roadway Plan & Profile Design - Extension(95% Complete)	1		1	8	20	4	40			74	\$7,692.84
Roadway Plan & Profile Design - Industrial reconstruction (95% Complete)	1		1	8	20	4	40			74	\$7,692.84
Traffic Control (Airway Extension Connection to I-10) & TxDOT Approval	1		2	2	6	2	12			25	\$2,861.72
Detailed Phasing Plan showing access to Businesses	1		1	1	2	2	10			17	\$1,910.94
Identify and coordinate electrical service locations (95% Complete)	1		1	1	6					9	\$1,236.70
Proposed Pavement Marking Layouts (95% Complete)	1		2	2	12		20			37	\$3,998.44
Schedule Small Signs (95% Complete)			1	1	2		3			7	\$829.02
Complete standards & Special Details (95% Complete)			2	2	4		3			11	\$1,391.32
Signing, Pavement Mrk, & Illumination - Quantities & Estimate (95% Complete)			2	2	4		3			11	\$1,391.32
List of Governing Specs (95% complete)	1		1	2	6					10	\$1,381.30
General Notes (95% complete)	1		1	4	12					18	\$2,302.51
Engineer's Estimate	1		1	2	10					14	\$1,802.64
Design Criteria	1		1	2	4		24			31	\$3,097.33
Complete action items report and complete review comment forms (95% Complete)	1			4	18		24			47	\$4,861.21
95% Design QA/QC	2	30		4	6		20			62	\$9,508.43
Participate in 95% CDR	2			2	2					6	\$1,006.00
TOTAL Pre-Final Design Phase - PS&E 95%	25	30	17	70	178	16	281	0	0	617	\$71,366.04
J. Final Design Phase											
Index of drawings (100% complete)	1			2	2		8			13	\$1,464.18
Coversheet and Index of drawings (100% complete)	1			1	1		4			7	\$858.62
Quantity Summary Sheet (100% complete)	1			1	1		4			7	\$858.62
Horizontal Control Plan (100% complete)	1			1	2		1			5	\$697.24
Horizontal Alignment Plan (100% Complete)	1			1	1		1			4	\$591.90
Horizontal layouts to include Temporary Construction Licenses (TCL) for work on private property.	1			2	12		26			41	\$4,117.81
Demolition Plan (100% complete)	1			1	2		6			10	\$1,141.76
Construction Notes (100% complete)	1			2	2		2			7	\$930.75
Typical Construction Details (100% complete)	1		1	4	4		4			14	\$1,815.46
Special Construction Details (100% complete)	1		1	4	4		10			20	\$2,348.89
Site layout Plan (100% complete)	1		1	2	4		8			16	\$1,881.88
Roadway Plan & Profile Design - Extension (100% Complete)	1		1	2	8		12			24	\$2,658.83
Roadway Plan & Profile Design - Industrial reconstruction (100% Complete)	1		1	2	4		12			20	\$2,237.50
Traffic Control (Airway Extension Connection to I-10)	1		1	1	4		6			13	\$1,559.46
Address Final Comments (100% Complete)	1		1	2	3		14			21	\$2,309.97
Signing, Pavement Mrk, & Illumination - Quantities & Estimate (100% Complete)	1		2	2	4		2			11	\$1,565.48
List of Governing Specs (100% Complete)	1		1	2	6					10	\$1,381.30
General Notes (100% Complete)	1		1	4	6					12	\$1,670.51
Engineer's Estimate (100% Complete)	1		1	2	6					10	\$1,381.30
Complete action items report and complete review comment forms (100% Complete)	1			4	18		24			47	\$4,861.21
95% Design QA/QC	2	20		4	6		20			52	\$7,503.84
Participate in 100% CDR	2			2	2					6	\$1,006.00
TOTAL - Final Design Phase	24	20	12	48	102	0	164	0	0	370	\$44,832.52
K. Utility Coordination - Cobb Fendley (see Tasks and Fee provided)											
L. Landscape and Irrigation Design Plans - Greenway (see Tasks and Fee provided)											
M. Bid Phase											
Address 100% CDR Comments	1			4	12		30			47	\$4,762.64
Develop Full and complete sealed set of drawings	1			2	4		12			19	\$2,030.47
Develop Provide Full and complete sealed set of technical specifications	1			4	4					9	\$1,252.81
Develop Detailed scope of work	1			4	4					5	\$831.47
Develop Detailed unit price bid proposal form	1			2	2					5	\$752.94
Develop Detailed Final cost estimate	1			2	2					5	\$752.94
Respond to all questions from the contractor	1			12	8					21	\$2,830.97
Provide recommendations to the City	1			2	6					9	\$1,174.27
TOTAL - Bid Phase	8	0	0	32	38	0	42	0	0	120	\$14,388.50

PRIME: Gannett Fleming, Inc.

Sol. No.: #2024-0199R

Project: Engineering and Design Services for the Airway Blvd. Extension

Phases / Tasks	Project Manager	QA/QC Manager	Engineer (Senior)	Design Engineer	Engineer-In-Training	Engineer Technician	CADD Operator	Public Involvement Officer	Administrative/Clerical	Total Hours	Total Cost
LABOR RATE PER HOUR	\$253.06	\$200.46	\$207.03	\$144.60	\$105.33	\$103.26	\$88.91	\$115.86	\$64.34		
N. Construction Phase											
Visit site once a week	4			30	40	55				129	\$15,243.00
Attend weekly construction meetings	4			20	60					84	\$10,224.33
Review change order requests	10			40	30	40				120	\$15,605.16
Provide a separate independent analysis and provide recommendation to the City	6			40	35	20	40			141	\$16,610.59
Prepare independent cost estimates on all change orders	10			20	30	20			4	84	\$10,905.27
Prepare construction schedule				1					3	4	\$337.63
Review and approve project submittals and shop drawings	4			18	40	20	10			92	\$10,782.71
Provide Revised Plan Sheets as Needed				8	10		20			38	\$3,988.27
Attend substantial and final completion walkthroughs				8	8					16	\$1,999.49
Develop Final Complete As Built Plan Set	1			4	16		24			45	\$4,650.54
Set-up Procore Project Directory				2	8	18				28	\$2,990.56
Grant Access to Contractor, City Staff and Consultants				1	2	6				9	\$974.83
Upload Construction Plans					1	4				5	\$518.38
Set up bid items for daily work qualification by the City					2	8				10	\$1,036.75
Assist City in Managing project Procore directory				2	6	16				24	\$2,573.37
TOTAL - Construction Phase	39	0	0	194	288	207	94	0	7	829	\$98,440.88
TOTAL HOURS	364	95	69	706	1717	365	1675	40	188	5219	\$611,728.44
DEC DIRECT EXPENSES - Other direct expenses may be applicable based on project needs, a listing of other expenses rates has been provided. The City will be made aware if additional expenses from this estimate are needed.											
ITEM	QTY	UNIT	RATE								
TDLR	1	\$1,825.00	\$1,825.00								\$1,825.00
Mileage	1000	\$0.66	\$665.00								\$665.00
Photocopies Color (8 1/2" X 11") - for Public Meeting	50	\$1.00	\$50.00								\$50.00
Exhibits & Boards for Public Meeting	7	\$100.00	\$700.00								\$700.00
TOTAL - DIRECT EXPENSES											\$3,230.00
GRAND TOTAL	364	95	69	706	1717	365	1675	40	188	5219	\$ 614,958.44
LABOR RATE PER HOUR	\$253.06	\$200.46	\$207.03	\$144.60	\$105.33	\$103.26	\$88.91	\$115.86	\$64.34		
TOTAL LABOR COST	\$ 92,114.82	\$ 19,043.66	\$ 14,285.14	\$ 102,089.51	\$ 180,858.13	\$ 37,690.01	\$ 148,916.38	\$ 4,634.43	\$ 12,096.35	\$ 611,728.44	
MANHOURS	7%	2%	1%	14%	33%	7%	32%	1%	4%	100.00%	
COST	15.06%	3.11%	2.34%	16.69%	29.57%	6.16%	24.34%	0.76%	1.98%	100.00%	

Contract with City of El Paso

Sol. No.: #2024-0199R

Project: Engineering and Design Services for the Airway Blvd. Extension

Project Limits: Gateway Blvd. to Industrial Ave.

Direct Labor		2023 - 2025	
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Project Manager	10+	\$ 79.33	\$ 253.06
QA/QC Manager	10+	\$ 62.84	\$ 200.46
Engineer (Senior)	15+	\$ 64.90	\$ 207.03
Design Engineer	10 to 15	\$ 45.33	\$ 144.60
Estimator	10 to 15	\$ 43.53	\$ 138.86
Engineer-In-Training	2 to 5	\$ 33.02	\$ 105.33
Engineer Technician	5 to 15	\$ 32.37	\$ 103.26
CADD Operator	5 to 15	\$ 27.87	\$ 88.91
Public Involvement Officer	10 to 15	\$ 36.32	\$ 115.86
GIS Technician	5 to 15	\$ 39.15	\$ 124.89
Administrative/Clerical		\$ 20.17	\$ 64.34

DL + Overhead	2.9
Profit	10.00%
Multiplier	3.190

PRIME: Gannett Fleming, Inc.

Sol. No.: #2024-0199R

Project: Engineering and Design Services for the Airway Blvd. Extension

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

PRIME: Gannett Fleming, Inc. Sol. No.: #2024-0199R Project: Engineering and Design Services for the Airway Blvd. Extension Brock & Bustillos, Inc. (B&B)							
Tasks	Survey Manager/R.P.L.S.	Surveying Technician	Senior Surveying CAD Draftsman	Administrative Assistant	Two Man (Regular Rate-Party Chief, Rodman)	Total Hours	Total Cost
LABOR RATE PER HOUR	\$236.00	\$126.00	\$95.00	\$85.00	\$170.00		
B. Surveying							
Design Topographic Survey							\$63,512.00
Design Topographic Survey Tasks	32	100	120	16	180	448	\$63,512.00
C. R.O.W. Mapping							\$24,169.00
Proposed R.O.W. Mapping	26	28	48	15	51	168	\$24,169.00
TOTAL HOURS FOR SURVEY TASKS	58	128	168	31	52	437	\$87,681.00
Direct Expenses - Design Topographic Survey							
ITEM	QTY	UNIT	RATE				
Mileage (Personal Vehicle)	100	mile	\$0.67				\$67.00
Mileage (Survey Crew 4x4 Trucks)	550	mile	\$1.03				\$566.50
Reproduction-Copies (11 x 17) Bond (B&W)	300	each	\$0.23				\$69.00
Reproduction-Copies (8.5 X 11) Bond	100	each	\$0.50				\$50.00
Reproduction-Copies (24 X 36) - Bond	50	each	\$7.72				\$386.00
Surveying Field Supplies	7	LS	\$100.00				\$700.00
Total - Direct Expenses - Design Topographic Survey							\$1,838.50
Direct Expenses - Proposed R.O.W. Survey							
ITEM	QTY	UNIT	RATE				
Mileage (Personal Vehicle)	50	mile	\$0.67				\$33.50
Mileage (Survey Crew 4x4 Trucks)	150	mile	\$1.03				\$154.50
Reproduction-Copies (11 x 17) Bond (B&W)	250	each	\$0.23				\$57.50
Reproduction-Copies (8.5 X 11) Bond	100	each	\$0.50				\$50.00
Reproduction-Copies (24 X 36) - Bond	25	each	\$7.72				\$193.00
Legal Reseach /Title Commitment	2	each	\$400.00				\$800.00
Surveying Field Supplies	2	LS	\$100.00				\$200.00
Total - Direct Expenses - Proposed R.O.W. Survey							\$1,488.50
GRAND TOTAL							\$ 91,008.00
LABOR RATE PER HOUR	\$236.00	\$126.00	\$95.00	\$85.00	\$170.00		
DIRECT LABOR COSTS	\$13,688.00	\$16,128.00	\$15,960.00	\$2,635.00	\$8,840.00	\$57,251.00	
COST	23.91%	28.17%	27.88%	4.60%	15.44%	100.00%	

City of El Paso - Capital Improvement Department
SUB: Brock & Bustillos, Inc. (B&B)
 Project: Airway Blvd. Extension
Negotiated rates/ Matrix

Direct Labor			
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Survey Manager/R.P.L.S.		\$ 210.71	\$ 236.00
Surveying Technician		\$ 112.50	\$ 126.00
Senior Surveying CAD Draftsman		\$ 84.82	\$ 95.00
Administrative Assistant		\$ 75.89	\$ 85.00
Two Man (Regular Rate-Partv Chief, Rodman)		\$ 151.79	\$ 170.00
			\$ -

DL + Overhead	1
Profit	12.00%
Multiplier	1.120

PRIME: Gannett Fleming, Inc. City of El Paso - Capital Improvement Department Sol. No.: #2024-0199R Project: Engineering and Design Services for the Airway Blvd. Extension CQC Testing and Engineering, LLC.							
Project Tasks	Principal Engineer	Project Engineer	Field and Laboratory Technician - Level III	Field and Laboratory Technician - Level II	Clerical	Total Hours	Total Cost
LABOR RATE PER HOUR	\$125.02	\$97.02	\$64.01	\$53.24	\$46.00		
D. Geotechnical Subsurface Soils Characterization							
Soils Investigation							
ITEM							
Project Setup, Utility Locates and Administrative Coordination	5	25			2	32	\$3,142.54
Technical, Professional and Geotechnical Report Preparation Services	5	65	10		3	83	\$7,709.35
TOTAL	10	90	10	0	5	115	\$10,851.89
Geotechnical Field Work Services							
ITEM							
Soil Boring - w/Split Spoon Sampling, (3 borings to 25 feet, 3 to 20 feet, 4 to 15 feet, and 3 to 10 feet)	255	FT	\$ 16.50				\$4,207.50
Drill Crew Mobilization, within City Limits	4	EA	\$ 400.00				\$1,600.00
Logger and Drilling Crew Support Vehicle	6	EA	\$ 75.00				\$450.00
Logger Time for staking, marking of borings, utility verification and logging	62	EA	\$ 77.00				\$4,774.00
Support Vehicle	3	DAY	\$ 75.00				\$225.00
HMAC/Concrete Coring, thickness 6 inches max.	7	EA	\$ 196.00				\$1,372.00
Coring Equipment	2	DAY	\$ 120.00				\$240.00
Generator Usage Charge	2	DAY	\$ 85.00				\$170.00
Core Hole Patching	7	EA	\$ 22.00				\$154.00
Borehole Grouting	7	FT	\$ 6.25				\$43.75
Soil Percolation Tests	2	EA	\$ 750.00				\$1,500.00
Traffic Control	3	EA	\$ 500.00				\$1,500.00
GPR Scanning	4	EA	\$ 450.00				\$1,800.00
Rental of Loader and operator	1	LS	\$ 3,200.00				\$3,200.00
Laboratory Engineering Soil Classification Testign Svcs.							
ITEM							
Soil Moisture Contents	52	EA	\$ 13.00				\$676.00
Atterberg Limits Test	39	EA	\$ 60.00				\$2,340.00
Soil Sieve Analysis Test	45	EA	\$ 85.00				\$3,825.00
Soil Direct Shear Tests	3	EA	\$ 550.00				\$1,650.00
Soil Sulfate and Chloride Tests	3	EA	\$ 95.00				\$285.00
Soil Nutrient Tests (Ag Extension)	2	EA	\$ 95.00				\$190.00
Soil Cement Series Test	1	EA	\$ 1,200.00				\$1,200.00
Laboratory California Bearing Ratio Soil Test, 2 pt.	5	EA	\$ 350.00				\$1,750.00
Soil Moisture-Density Relationship Test (D698 or D 1557)	5	EA	\$ 275.00				\$1,375.00
Drilling Services Fee - If required - Rates not added to the fee - unless requested by the City							
ITEM							
Coordination and Mobilization/Demobilization	1	IS	\$ 2,800.00				\$2,800.00
Auger Drilling with continuous sampling with standard intervals (Three (3) borings to 50 feet and twelve (12) borings to 40 feet in depth)	630	LF	\$ 24.00				\$15,120.00
Auger on Mud Rotary Drilling with continuous splitspoon sampling at standard intervals	0	LF	\$ 45.00	If Required			\$0.00
Licensed Water Well Inspector (Three (3) 50-foot boirngs converted to temporary monitoring wells.)	0	HR	\$ 140.00	If Required			\$0.00
2" x 10' Flush Thread Screen 0.10	6	EA	\$ 75.00				\$450.00
2" x 10' Flush Thread Blank Riser	9	EA	\$ 45.00				\$405.00
2" Flush Thread Point	3	EA	\$ 10.00				\$30.00
10-20 Silica Sand	12	EA	\$ 15.00				\$180.00
Borehole Plug with Bentonite Chips, 50 feet max. or from borehole cave-in depth to surface	190	LF	\$ 10.00				\$1,900.00
Tech Time to Install/Remove Monitoring Wells (3 hrs. min./well)	9	HR	\$ 150.00				\$1,350.00
Water Wagon (9 DAYS)	0	DAY	\$ 300.00	If Required			\$0.00
Pressure Washer	10	DAY	\$ 50.00				\$500.00
Support Truck	10	DAY	\$ 65.00				\$650.00
Concrete Patch, 12 inches max.	10	EA	\$ 22.00				\$220.00
55-Gallon Drums with lid	0	EA	\$ 185.00	If Required			\$0.00
Monitoring Well Completion Pad - 3' x 3'	0	EA	\$ 350.00	If Required			\$0.00
Technician Stand-by Time, (2-man crew)	0	HR	\$ 150.00				\$0.00
Drill Rig and Drilling Crew Stand-by Time, 2-man crew	0	HR	\$ 280.00				\$0.00
Min. Fee \$865.00: (Coordination, Drill Rig Mobilization, and 1 Day of Support Truck)							
TOTAL LABOR HOURS & TOTAL GEOTECHNICAL ACTIVITIES	10	90	10	0	5	115	\$ 45,379.14
LABOR RATE PER HOUR	\$125.02	\$97.02	\$64.01	\$53.24	\$46.00		
TOTAL LABOR COST	\$1,250.17	\$ 8,731.60	\$ 640.09	\$ -	\$ 230.02	\$ 10,851.89	
MANHOURS	8.70%	78.26%	8.70%	0.00%	4.35%	100.00%	
COST	11.52%	80.46%	5.90%	0.00%	2.12%	100.00%	
GRAND TOTAL							\$ 45,379.14

City of El Paso - Capital Improvement Department

Sol. No.: #2024-0199R

Project: Engineering and Design Services for the Airway Blvd. Extension

CQC Testing and Engineering, LLC (CQC)

Negotiated rates/ Matrix

Direct Labor			
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Principal Engineer	25	\$ 51.66	\$ 125.02
Project Engineer	10	\$ 40.09	\$ 97.02
Field and Laboratory Technician - Level I		\$ 16.00	\$ 38.72
Field and Laboratory Technician - Level II		\$ 22.00	\$ 53.24
Field and Laboratory Technician - Level III		\$ 26.45	\$ 64.01
Clerical	1 to 2	\$ 19.01	\$ 46.00

DL + Overhead	2.177
Profit	11.00%
Multiplier	2.420

PRIME: Gannett Fleming, Inc.

City of El Paso - Capital Improvement Department

Sol. No.: #2024-0199R

Project: Engineering and Design Services for the Airway Blvd. Extension

Poznecki-Camarillo, Inc.

Project Tasks	Environmental Specialist I	Environmental Specialist II	Environmental Specialist III	Sr. Environmental Planner	Sr. Archeologist	Environmental Project Manager	Total Hours	Total Cost
LABOR RATE PER HOUR	\$93.03	\$109.14	\$150.16	\$176.53	\$211.69	\$211.69		
E. Social, Economic and Environmental Studies								
Environmental Documentation							0	\$0.00
Phase I Environmental Site Assessment (ESA)	4	16	32			4	56	\$7,770.36
Phase II ESA		60	120			4	184	\$25,414.82
Federally-Listed T&E Habitat Assessment		40				4	44	\$5,212.47
Cultural Resources THC Coordination Letter					2	2	4	\$846.77
Cultural Resources Survey					4	4	8	\$1,693.54
Section 404 Assessment Memorandum		64		36		4	104	\$14,187.06
TOTAL - 60 % Design Phase	4	180	152	36	6	22	400	\$55,125.02
Design Phase Subtotal	\$ 372.11	\$ 19,645.65	\$ 22,824.70	\$ 6,355.17	\$ 1,270.16	\$ 4,657.24		\$55,125.02
Environmental Project Direct Expenses								\$44,342.50
GRAND TOTAL	4	180	152	36	6	22		\$ 99,467.52
LABOR RATE PER HOUR	\$93.03	\$109.14	\$150.16	\$176.53	\$211.69	\$211.69		
TOTAL LABOR COST	\$ 372.11	\$ 19,645.65	\$ 22,824.70	\$ 6,355.17	\$ 1,270.16	\$ 4,657.24	\$ 55,125.02	
MANHOURS	1.00%	45.00%	38.00%	9.00%	1.50%	5.50%	100.00%	
COST	0.68%	35.64%	41.41%	11.53%	2.30%	8.45%	100.00%	

PRIME: Gannett Fleming, Inc.

City of El Paso - Capital Improvement Department

Sol. No.: #2024-0199R

Project: Engineering and Design Services for the Airway Blvd. Extension

Poznecki-Camarillo, Inc.

OTHER DIRECT EXPENSES RATES				
PROJECT EXPENSES	UNIT	QTY	RATE	MAXIMUM COST
Lodging/Hotel - Taxes and Fees	day/person	10	\$45.00	\$ 450.00
Lodging/Hotel - no taxes	day/person	10	\$98.00	\$ 980.00
Meals (overnight stay required)	day/person	10	\$59.00	\$ 590.00
Air Travel - in state - coach	rd trip/person	6	\$530.00	\$ 3,180.00
Parking	day	6	\$30.00	\$ 180.00
Rental Car (includes taxes and fees)	day	8	\$100.00	\$ 800.00
Rental Car Fuel	gallon	50	\$5.00	\$ 250.00
Photocopies B/W (11"x17")	each	25	\$0.25	\$ 6.25
Photocopies B/W (8 1/2" x 11")	each	100	\$0.15	\$ 15.00
Photocopies Color (11"x17")	each	25	\$1.25	\$ 31.25
Photocopies Color (8 1/2"x11")	each	100	\$1.00	\$ 100.00
Hazardous Materials Database Search	mile	1	\$500.00	\$ 500.00
Historical Aerial & Topographical Images	each	1	\$250.00	\$ 250.00
Field Supplies - Phase II ESA	day	4	\$75.00	\$ 300.00
Drilling Services - Phase II ESA	each		\$37,500.00	\$ -
Soil & Water Laboratory Analysis - Phase II ESA	each	1	\$14,000.00	\$ 14,000.00
Field Equipment Rental - Phase II ESA	day	4	\$280.00	\$ 1,120.00
Investigation Derived Waste Disposal- Phase II ESA	drum	32	at cost (estimated)	\$ 7,740.00
Cultural Resources THC Coordination Letter	each	1	\$1,350.00	\$ 1,350.00
Antiquities Permit Application	each	1	\$12,500.00	\$ 12,500.00
Cultural Resources Survey	each	1		\$ -
			Total Direct Expenses	\$ 44,342.50

City of El Paso - Capital Improvement Department
Sol. No.: #2024-0199R
Project: Engineering and Design Services for the Airway Blvd. Extension
Poznecki-Camarillo, Inc.
Negotiated rates/ Matrix

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

DL + Overhead	2.66
Profit	10.00%
Multiplier	2.930

PRIME: Gannett Fleming, Inc.

Sol. No.: #2024-0199R

Project: Engineering and Design Services for the Airway Blvd. Extension

Cobb, Fendley & Associates, Inc.(COB)

Project Tasks	Project Manager	Engineer I	Project Coordinator	Senior Technician I	Technician II	Clerical	Total Hours	Total Cost
LABOR RATE PER HOUR	\$196.01	\$124.85	\$102.58	\$152.01	\$102.58	\$81.27		
K. Utility Coordination Tasks (SUE, UC, UCA)								
1. Subsurface Utility Engineering (SUE)								
SUE Lelel A - Test Holes (Fee Shown Per Test Hole)	2		2				4	\$597.18
SUE Level B - Designating	16		24				40	\$5,598.12
SUE Level C - Surface Visible Feature Survey (Including Manhole Depths)	16		24				40	\$5,598.12
SUE Level D - Record Reserach	8		32				40	\$4,850.68
							0	\$0.00
TOTAL - SUE	42	0	82	0	0	0	124	\$16,644.10
2. Utility Coordination (UC)								
Develop Listing of Utility Companies with Contact Information			6				6	\$615.48
Conduct Utility Coordination Meetings	8	11	11				30	\$4,069.88
Coordination with Utilities to obtain their Relocation Plans	6	8	8				22	\$2,995.55
Prepare and Issue Minutes for each Meeting			8				8	\$820.65
Develop a Utility Conflict Matrix (UCM) to track Utility Issues and Proposed Resolutions	8	11	11				30	\$4,069.88
Review Relocation Plans and Incorporate into UCM	6	8	8				22	\$2,995.55
							0	\$0.00
TOTAL - UC	28	38	52	0	0	0	118	\$15,567.00
3. Utility Conflict Analysis (UCA)								
Develop Utility Layout Plan		16		16	16		48	\$6,071.05
							0	\$0.00
TOTAL - UCA	0	16	0	16	16	0	48	\$6,071.05
TOTAL HOURS & COST	70	54	134	16	16	0	290	\$38,282.14
Project Expenses	Unit	Qty	Rate					
Mileage	mile	1500	0.655					\$982.50
Traffic Control	lump sum	3	500					\$1,500.00
Permits	lump sum	2	500					\$1,000.00
Copies (Up to 11"x17")	each	500	0.15					\$75.00
Color Prints (Up to 11"x17")	each	250	1.5					\$375.00
Total Project Direct Expenses (SUE, UCA, & UC)								\$ 3,932.50
GRAND TOTAL	70	54	134	16	16	0	290	\$ 42,214.64
LABOR RATE PER HOUR	\$196.01	\$124.85	\$102.58	\$152.01	\$102.58	\$81.27		
TOTAL LABOR COST	\$ 13,720.78	\$ 6,742.16	\$ 13,745.83	\$ 2,432.08	\$ 1,641.29	\$ -	\$ 38,282.14	
MANHOURS	24.14%	18.62%	46.21%	5.52%	5.52%	0.00%	100.00%	
COST	35.84%	17.61%	35.91%	6.35%	4.29%	0.00%	100.00%	

Utility Engineering & Coordination Services				
Services To Be Provided	Unit	Final Rate Years 1 and 2	Final Rate Years 3 and 4	Final Rate Years 5
SUE Mobilization/Demobilization				
This cost is intended to be an expense compensation per request for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck, equipment, travel time for 2-man crew, fuel. Mileage log to be provided.	Mile	\$ 6.60	\$ 6.84	\$ 7.08
SUE (Quality Level D)				
Includes labor and equipment for records research and CADD (Including overhead utilities) For overhead utilities measurement for payment will be LF per utility owner	LF	\$ 0.80	\$ 0.83	\$ 0.86
SUE (Quality Level C)				
Includes labor and equipment for records research, CADD, and surveying (including overhead utilities) per utility owner. For overhead utilities measurement for payment will be LF per utility owner (Apurtenance must be surveyed)	LF	\$ 0.92	\$ 0.95	\$ 0.99
SUE (Quality Level B - Utility Designation)				
Includes labor and equipment for records research, designating, engineering, CADD, mapping and limited traffic control		\$ -	\$ -	\$ -
Includes labor and equipment for surveying and limited traffic control		\$ -	\$ -	\$ -
Level B (Total)	LF	\$ 2.10	\$ 2.18	\$ 2.25
SUE (Quality Level A - Utility Locate, Test Holes)				
Level A: 0 to 5 ft (Includes labor and equipment for engineering, CADD)		\$ -	\$ -	\$ -
(Includes labor and equipment for surveying and limited traffic control)		\$ -	\$ -	\$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		\$ -	\$ -	\$ -
Level A: 0 to 5 ft (Total)	each	\$ 1,525.00	\$ 1,579.90	\$ 1,636.78
Level A: > 5 to 8 ft (Includes labor and equipment for engineering, CADD)		\$ -	\$ -	\$ -
(Includes labor and equipment for surveying and limited traffic control)		\$ -	\$ -	\$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		\$ -	\$ -	\$ -
Level A: > 5 to 8 ft (Total)	each	\$ 1,700.00	\$ 1,761.20	\$ 1,824.60
Level A: > 8 to 13 ft (Includes labor and equipment for engineering, CADD)		\$ -	\$ -	\$ -
(Includes labor and equipment for surveying and limited traffic control)		\$ -	\$ -	\$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		\$ -	\$ -	\$ -
Level A: > 8 to 13 ft (Total)	each	\$ 2,400.00	\$ 2,486.40	\$ 2,575.91
Level A: > 13 to 20 ft (Includes labor and equipment for engineering, CADD)		\$ -	\$ -	\$ -
(Includes labor and equipment for surveying and limited traffic control)		\$ -	\$ -	\$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		\$ -	\$ -	\$ -
Level A: > 13 to 20 ft (Total)	each	\$ 3,200.00	\$ 3,315.20	\$ 3,434.55
Level A: > 20 ft (Includes labor and equipment for engineering, CADD)		\$ -	\$ -	\$ -
(Includes labor and equipment for surveying and limited traffic control)		\$ -	\$ -	\$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		\$ -	\$ -	\$ -
Level A: > 20 ft (Total)	FT	\$ 255.00	\$ 264.18	\$ 273.69
Note: When the above unit prices are not utilized, the following appropriate rates will apply				
Subsurface Utility Engineering (SUE) Field Services				
One (1) Designating Person with equipment	hour	\$ 165.00	\$ 170.94	\$ 177.09
Two (2) Designating Person with equipment	hour	\$ 225.00	\$ 233.10	\$ 241.49
Two (2) Person Vacuum Excavation with equipment	hour	\$ 470.00	\$ 486.92	\$ 504.45
Coring and repairing the pavement includes labor, equipment, and materials	each	\$ 440.00	\$ 455.84	\$ 472.25

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

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

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

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

City of El Paso - Capital Improvement Department
Sol. No.: #2024-0199R
Project: Engineering and Design Services for the Airway Blvd. Extension
Cobb, Fendley & Associates, Inc.
Negotiated rates/ Matrix

Direct Labor		COBB	
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Project Manager	27	\$ 65.12	\$ 196.011
Engineer I	7	\$ 41.48	\$ 124.85
Project Coordinator	16	\$ 34.08	\$ 102.58
Senior Technician I		\$ 50.50	\$ 152.01
Technician II	16	\$ 34.08	\$ 102.58
RPLS	17	\$ 52.91	\$ 159.26
2 Person Survey Crew	8,5	\$ 65.40	\$ 196.85
1 Person Survey Crew	8	\$ 39.00	\$ 117.39
Clerical	18	\$ 27.00	\$ 81.27
1 Person Designating Crew	7	\$ 44.50	\$ 133.95
Vacuum Excavation Truck with 2 Technicians	7, 5	\$ 122.00	\$ 367.22
Ground Penetrative Radar with 1 Technician	7	\$ 97.00	\$ 291.97
		\$ -	\$ -

DL + Overhead	2.6901
Profit	12.00%
Multiplier	3.010

PRIME: Gannett Fleming, Inc.
City of El Paso - Capital Improvement Department

Sol. No.: #2024-0199R

Project: Engineering and Design Services for the Airway Blvd. Extension

Greenway Studio LLC

Project Tasks	Principal	Landscape Architect	Rendering & Graphics Specialist	Project Manager/Licensed Irrigator	Landscape/Irrigation Designer	Administrative/Clerical	Total Hours	Total Cost
LABOR RATE PER HOUR	\$140.00	\$135.00	\$95.00	\$90.00	\$85.00	\$70.00		
L. Landscape and Irrigation Design Plans								
Pre-Design Report / Scope Report								
Site Visit & Site Analysis		2		2	2		6	\$620.01
Team Kick-off Meeting		1		1	1		3	\$310.00
Landscape & Irrigation Design Narrative		2				2	4	\$410.01
Streetscape Conceptual Renderings (3 Concepts)		2	48				50	\$4,829.93
Streetscape Conceptual Layout (3 Concepts)		2			12		14	\$1,289.97
Opinion of Probable Cost					2		2	\$169.99
Consultant QAQC Coordination		4			8		12	\$1,219.99
								\$0.00
TOTAL - Pre-Design Report	0	13	48	3	25	2	91	\$8,849.92
60 % Design Phase								
Landscape & Hardscape Plans		8		4	60		72	\$6,539.86
Irrigation Plans				4	24		28	\$2,399.94
Construction Details (Sections, Elevations, & General Details)		1		2	4		7	\$655.00
Opinion Of Probable Cost				2	4	2	8	\$659.99
Specifications		2				2	4	\$410.01
Consultant QAQC		2		2	18		22	\$1,979.96
Public Outreach / Presentation Renderings		2	24	4	16		46	\$4,269.93
Bi-Weekly Meetings	4			2			6	\$740.01
CDR Meetings	1				1		2	\$225.00
								\$0.00
TOTAL - 60 % Design Phase	5	15	24	20	127	4	195	\$17,879.69
95 % Design Phase								
Landscape & Hardscape Plans		2		4	36		42	\$3,689.91
Irrigation Plans	0	0	0	2	32	0	34	2899.904
Construction Details (Sections, Elevations, & General Details)		2		1	4		7	\$700.00
Opinion Of Probable Cost	0	0	0	1	3	1	5	\$414.99
Specifications	0	2		0	0	2	4	\$410.01
Consultant QAQC		2		4	16		22	\$1,989.97
Public Outreach / Presentation Renderings		2	18	4	4		28	\$2,679.98
Bi-Weekly Meetings	6		0	2	0		8	\$1,020.01
CDR Meetings	1			1	1		3	\$315.00
TOTAL 90 % Design Phase	7	10	18	19	96	3	153	\$14,119.77
100% Design Submittal								
Landscape & Hardscape Plans		2	0	2	18	0	22	\$1,979.96
Irrigation Plans		0	0	2	18	0	20	\$1,709.95
Construction Details (Sections, Elevations, & General Details)		2	0	1	6	0	9	\$869.99
Opinion Of Probable Cost		0	0	1	3	1	5	\$414.99
Specifications / Measurement & Payment		6	0	0	0	8	14	\$1,370.03
Consultant QAQC		4	0	4	18	0	26	\$2,429.97
Public Outreach / Presentation Renderings		0	0	0	0	0	0	\$0.00
Bi-Weekly Meetings	4	0	0	2	0	0	6	\$740.01
CDR Meetings	1	0	0	0	1	0	2	\$225.00
TOTAL - 100% Design Submittal	5	14	0	12	64	9	104	\$9,739.90
Design Phase Subtotal	17	39	42	51	287	16	452	\$41,739.36
Bidding Services Phase								
Respond to Prospective Bidders	0	0	0	2	4	0	6	\$519.99
Attend Pre-Bid Conference	0	2	0	2	2	0	6	\$620.01
Addenda Coordination	0	1	0	1	12	0	14	\$1,244.97
TOTAL - Bid Phase	0	3	0	5	18	0	26	\$2,384.97
Construction Phase								
Attend Pre-Construction Conference		2	0	0	0	0	2	\$270.01
Review Shop Drawings		1	0	0	0	0	1	\$135.00
RFI Response & Coordination		4	0	4	4	0	12	\$1,240.02
Submittal Review		0	0	2	4	0	6	\$519.99
Architectural Submittal Information (ASI)		2	0	0	12	0	14	\$1,289.97
Lic. Irrigator Site Visits (7) *1		0	0	14	0	0	14	\$1,260.04
Landscape Architect Site Visits (7) *2		14	0	0	0	0	14	\$1,890.07
Construction Observation Reports (14) *3		7	0	7	0	0	14	\$1,575.06
Substantial Completion Insp. & Punch List Report		6	0	6	9	0	21	\$2,115.02
Back Check Inspection & Report		5	0	5	2	0	12	\$1,295.03
Record (As-Built) Drawing Preparation		0	0	1	12	0	13	\$1,109.96
							0	\$0.00
TOTAL - Construction Phase	0	41	0	39	43	0	123	\$12,700.18
TOTAL HOURS	17	96	90	98	373	18	692	692
GRAND TOTAL	17	96	90	98	373	18	692	\$ 65,674.44
LABOR RATE PER HOUR	\$140.00	\$135.00	\$95.00	\$90.00	\$85.00	\$70.00		
TOTAL LABOR COST	\$ 2,380.00	\$ 12,960.46	\$ 8,549.86	\$ 8,820.31	\$ 31,703.81	\$ 1,260.00	\$ 65,674.44	
MANHOURS	2.46%	13.87%	13.01%	14.16%	53.90%	2.60%	100.00%	
COST	3.62%	19.73%	13.02%	13.43%	48.27%	1.92%	100.00%	

City of El Paso - Capital Improvement Department
Sol. No.: #2024-0199R
Project: Engineering and Design Services for the Airway Blvd. Extension
Greenway Studio, LLC
Negotiated rates/ Matrix

Direct Labor			
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Principal	12-16 Years	\$ 125.00	\$ 140.000
Landscape Architect	12-16 Years	\$ 120.54	\$ 135.00
Rendering & Graphics Specialist	5-10 Years	\$ 84.82	\$ 95.00
Project Manager/Licensed Irrigator	8 Years	\$ 80.36	\$ 90.00
Landscape/Irrigation Designer	5-10 Years	\$ 75.89	\$ 85.00
Administrative/Clerical	5-10 Years	\$ 62.50	\$ 70.00

DL + Overhead	1
Profit	12.00%
Multiplier	1.120

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

For the “**ENGINEERING AND DESIGN SERVICES FOR THE AIRWAY BOULEVARD EXTENSION PROJECT**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

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

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

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

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

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

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

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

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

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

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

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

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

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

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

BIDDING PHASE

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

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

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

CONSTRUCTION PHASE

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

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

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

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

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

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

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

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

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

RESIDENT PROJECT SERVICES

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

**ATTACHMENT “D”
PAYMENT SCHEDULE**

For the project known as “**ENGINEERING AND DESIGN SERVICES FOR THE AIRWAY BOULEVARD EXTENSION PROJECT**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$958,702.18** 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

Project Designer	\$614,958.44
Design & Construction Surveys	\$91,008.00
Subsurface Utility Engineering	\$42,214.64
Geotechnical Engineering and Soil Exploration	\$45,397.14
Landscape Architecture	\$65,674.44
Environmental Permitting and Clearance	\$99,467.52
Total:	\$958,702.18

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

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

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

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

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

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

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

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

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

DELIVERABLE SCHEDULE

CONCEPT PHASE

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

PHASE I—PRELIMINARY DESIGN PHASE

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

PHASE II—PRE-FINAL DESIGN PHASE

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

PHASE III—FINAL DESIGN PHASE

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

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

PHASE IV—BIDDING PHASE

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

PHASE V - CONSTRUCTION PHASE

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

ATTACHMENT "E"
INSURANCE CERTIFICATE

