

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

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

SUBGOAL: N/A

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: Gvette Hernandez
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Consor Engineers, LLC, a Florida, USA, Foreign Limited Liability Company (LLC) Authorized to Transact Business in Texas, for a project known as "Civil Engineering Professional Services for the Vista Del Sol Drive Resurfacing/ Reconstruction Project" for an amount not to exceed \$702,394.90; 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 \$802,394.90; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ DAY OF _____ 2025.

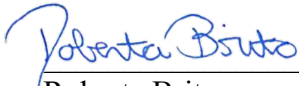
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

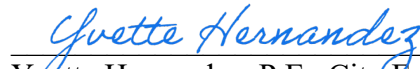
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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



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

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0091R
CE SERVICES FOR THE VISTA DEL SOL DRIVE RESURFACING / RECONSTRUCTION PROJECT

CONSULTANT	BARTLETT WEST	BROCK BUSTILLOS	CEA	CONSOR	CSA	GANNETT FLEMING	GRV	H2O TERRA	HUITT ZOLLARS	MCI	NURAAMI
Rater 1	74	74	75	75	73	74	76	73	73	76	75
Rater 2	78	77	80	80	71	72	76	72	80	78	75
Rater 3	73	72	71	78	68	75	68	70	71	69	68
Total Rater Scores	225	223	226	233	212	221	220	215	224	223	218
References	9.7	7.91	8.03	8.02	7.16	3.33	7.55	3.2	7.27	7.35	6.7
Overall Score:	234.7	230.91	234.03	241.02	219.16	224.33	227.55	218.2	231.27	230.35	224.7
	2	5	3	1	10	9	7	11	4	6	8

Rankings	CONSULTANT
1	CONSOR
2	BARTLETT WEST
3	CEA
4	HUITT ZOLLARS

Rankings	CONSULTANT
5	BROCK BUSTILLOS
6	MCI
7	GRV
8	NURAAMI

Rankings	CONSULTANT
9	GANNETT FLEMING
10	CSA
11	H2O TERRA

AN AGREEMENT FOR PROFESSIONAL SERVICES

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

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

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed \$702,394.90 for all basic services and reimbursables performed pursuant to this Agreement.

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

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

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

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

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is \$6,920,000.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

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

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

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

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. FEDERAL AND STATE PROVISIONS

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

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall

cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

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

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

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

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

7.6 CONTRACTING INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

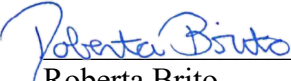
(SIGNATURES BEGIN ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:


Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

(SIGNATURE FOR CONSULTANT ON THE FOLLOWING PAGE)

CONSULTANT:

By: *[Signature]*

Name: Srikrishna Peapully -

Title: Executive Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §

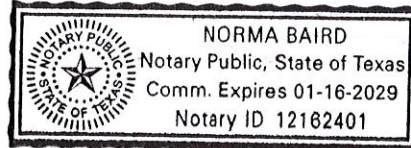
COUNTY OF El Paso §

This instrument was acknowledged before me on this 13 day of February 2025, by Srikrishna Peapully, Executive Vice President, on behalf of Consultant.

[Signature]
Notary Public, State of Texas

My commission expires:

01-16-2029



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A SCOPE OF SERVICES

The Scope of services will provide street improvements as per the following matrix and within the following project limits:

Vista Del Sol Drive	Resurface	Reconstruction
Phil Gibbs to Chelita	X	N/A
Jim Thorpe to Winslow Homer	X	N/A
Winslow Homer to Loop 375	N/A	X

Reconstruction will be completed as follows:

A boundary survey of right-of-way shall be performed to determine available right-of-way and identify potential encroachments. Demolition will consist of removing existing non-ADA compliance sidewalk, ramps, curb and gutter, existing drainage structures and existing pavement structures as necessary.

Improvements shall consist of ADA compliant sidewalk and driveways, curb and gutter, ADA ramps, code and dark sky compliant street lighting, crosswalks. Roadway improvements shall consist of new roadway pavement structure that shall consist of Hot Mix Asphaltic Concrete (HMAC), with base course and compacted or stabilized subgrade if necessary. Traffic improvements shall consist of new street signage and striping.

Appropriate traffic calming is to be included in the reconstruction of the roadway and determined through a combination of evaluation of existing conditions, proposed design, and public consideration. The project shall also be consistent with the approved City of El Paso Bike Plan.

Resurfacing will be completed as follows:

Demolition will consist of removing existing non-ADA compliance sidewalk, ramps, curb and gutter, existing drainage structures and milling of existing pavement structures as necessary.

Improvements shall consist of ADA compliant sidewalk and driveways, curb and gutter, ADA ramps, crosswalks. Roadway improvements shall consist of milling and resurfacing of existing Hot Mix Asphaltic Concrete (HMAC), Traffic improvements shall consist of new street signage and striping. The project shall also be consistent with the approved City of El Paso Bike Plan.

Investigation:

The firm is responsible to meet all necessary design standards and specifications such as the City of El Paso Design Standards, Federal, State standards, all applicable local codes and requirements and as appropriate, and the City of El Paso Street Design Manual (2021). The project shall be consistent with great street principles and with the goals and policies in Plan El Paso and corridor and master planning documents, if available, Plan El Paso & Major Thoroughfare Plan (2013, 2019), and CNU/ITE Designing Walkable Urban Thoroughfares (2017). The design shall be consistent with the National Association of City Transportation Officials (NACTO) guidelines found in the Urban Street and Bicycle Design Guides

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling.

Errors and Omissions on Design:

The City expects the firm to have an adequate Quality Assurance/Quality Control Program to minimize the potential for errors and omissions. *Recently, the City has observed inconsistencies between plans and specifications including but not limited to conflicts between civil and landscape plans, inadequate review by the prime of the adequacy of the work of any and all subcontractors, discrepancies between the measurement and payment specifications and bid forms, and failure of the firms to verify utility locations in the field.* The firm shall revise the work as necessary to correct errors and omissions appearing therein, when required to do so by the City (Owner). *If errors or omissions are identified during the construction phase, the firm at its sole expense, shall modify, as necessary, plans and specifications to remedy the errors/omissions at no cost to the City. Note, the firm may also be held financially liable for costs of any for rework of work that has already been completed beyond the cost of the provision of the original/revised requirement. Finally, in the event that the construction contractor requires additional time to complete the project beyond the approved scheduled date of substantial completion due to an error or omission, the firm may also be financially liable for the cost of any Extended General Conditions deemed by the City to be appropriate.*

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing and coordinating schedules for obtaining utility easements, utility

service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering (geotechnical survey), and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than ten percent (10%), the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations.. Opinion of construction cost shall be submitted at each phase of design, 30%, 60% and 90%.

Design Analysis:

The firm shall perform design analysis for the project to ensure public safety. Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed

(NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

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

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

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

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall

clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm if requested by the City shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements. At minimum two (2) community meetings; one at design phase and one at construction phase.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and excavations. <http://www.sunmetro.net/streetcar/track-access>.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all work tasks required of all base bids,

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to review contractor's construction schedule.. The firm shall also evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

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

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

30% Design:

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

- Coversheet (90% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report
- Signage and striping Details (30% complete)

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

60% Design:

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

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Outline of Specs (100% complete)
- Landscape plan (90% complete)
- Typical Landscape details (90%)

- General Notes
- Engineer's Estimate
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report
- Signage and striping Details (60% complete)

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

95% Design:

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

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

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

100% Design:

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

Bidding and Construction:

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

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

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

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

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

Engineer's Cost Estimate line item review

Engineer's Bid Tab review and recommendation letter

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

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

Construction Observation:

The firm shall provide the following and upon request:

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

Reproduction:

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

GENERAL REQUIREMENTS AND CRITERIA:

- Design must meet all applicable City Codes and Ordinances.
- Design must comply with Engineering & Construction Management Guidelines.
- Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
- The designer shall submit all redlines to the owner when plan submittals are due.

OTHER CONSIDERATIONS:

- Work to be coordinated with the El Paso – CID, Streets and Maintenance Department, and all affected stake holders.
- Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

REQUEST FOR PROPOSAL BREAKDOWN:

All services described under Design and Bidding will be considered Basic Services. The consultant shall submit a detailed cost proposal based on contract and after agreed negotiations a purchase order will be opened. All services under Construction will be requested if necessary by Owner in writing.

PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement and owner's review time as follows:

Preliminary Design Phase:	90 consecutive calendar days
Pre-Final Design Phase:	60 consecutive calendar days
Final Design Phase:	30 consecutive calendar days
Bid Phase (Signed and Sealed)	10 consecutive calendar days

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

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The scope of services for the Vista Del Sol Resurfacing/Reconstruction project (Solicitation #2025-0091R), will include professional engineering services for the preparation of plans, specifications, and estimates (PS&E) and related documents.

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

Investigation:

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

Design:

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

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

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

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

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

TASK 100 Project Management & Administration:

100.1 Contract Management & Administration

The Engineer shall:

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

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

TASK 200 Roadway Design:

200.1 Preliminary Engineering; Feasibility Studies:

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

200.2 Geometric Design:

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

200.3 Roadway Design:

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

200.4 Typical Sections:

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

200.5 Cut and Fill Quantities:

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

200.6 Plan Preparation:

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

200.7 Construction Schedule:

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

TASK 300 Drainage Design:

300.1 Data Collection:

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

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

300.2 Hydrologic Studies:

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

300.3 Complex Hydraulic Design and Documentation:

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

TASK 400 Traffic Design:

400.1 Signing:

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

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

400.2 Pavement Marking:

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

400.3 Traffic Studies:

The Engineer shall prepare a traffic study to support their recommendation for proposed intersection improvements (Vista Del Sol Dr. at Bob Hope Dr.) based on projected volumes. Study will include addressing pedestrian signals along with obtaining both traffic and pedestrian counts.

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

400.4 Traffic Signals:

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

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

- A. Layout
 - 1. Estimate and quantity sheet
 - a. List of all bid items
 - b. Bid item quantities
 - c. Specification item number
 - d. Paid item description and unit of measure
 - 2. Basis of estimate sheet (list of materials)
 - 3. General notes and specification data.
 - 4. Condition diagram
 - a. Highway and intersection design features
 - b. Roadside development
 - c. Traffic control including illumination
 - 5. Plan sheet(s)
 - a. Existing traffic control that will remain (signs and markings)
 - b. Existing utilities
 - c. Proposed additional traffic controls
 - 6. Notes for plan layout
 - 7. Phase sequence diagram(s)
 - a. Signal locations
 - b. Signal indications
 - c. Phase diagram
 - d. Signal sequence table
 - e. Flashing operation (normal and emergency)
 - f. Preemption operation (when applicable)
 - g. Contact responsible Agency to obtain interval timing, cycle length and offset
 - 8. Construction detail sheets(s)
 - a. Poles (City and/or State standard sheets)
 - b. Detectors
 - c. Pull Box and conduit layout
 - d. Controller Foundation standard sheet
 - e. Electrical chart
 - 9. Marking details (when applicable)
 - 10. Aerial or underground interconnect details (when applicable)
- B. General Requirements
 - 1. Contact local utility company
 - a. Confirm power source
 - 2. Prepare governing specifications and special provisions list
 - 3. Prepare project estimate
 - 4. Conduct traffic counts and prepare Traffic Signal Warrant Studies for all proposed and existing traffic signals at designated locations.

- C. Summary of Quantities
 - 1. Small signs tabulation
 - 2. Large signs tabulation including all guide signs
- D. Sign Detail Sheets
 - 1. All signs except route markers
 - 2. Design details for large guide signs
 - 3. Dimensioning (letters, shields, borders, etc.)
 - 4. Designation of shields attached to guide signs

TASK 500 Traffic Control Design:

500.1 Traffic and Pedestrian Control Plan:

TASK 600 Surveying:

Refer to Brock & Bustillos Attachment

TASK 700 Utility Management & Coordination:

700.1 Utility Services and Utility Easements:

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

700.2 Utility Coordination:

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

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

TASK 800 Storm Water Pollution Prevention Plan (SW3P):

800.1 Storm Water Pollution Prevention Plan:

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

TASK 900 Geotechnical Data Collection:

Refer to CQC Attachment

TASK 1000 Public Involvement:

1100.1 Public Involvement:

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

TASK 1100 ADA Compliance & Requirements:

1200.1 ADA Compliance and Requirements:

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

TASK 1200 Bid & Construction Phase Service:

1200.1 Bid Phase Services:

The Engineer shall submit the following for bidding:

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

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

1200.2 Construction Phase Services:

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

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

Upon request, The Engineer shall provide the following:

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

TASK 1300 Subsurface Utility Engineering:

Refer to Cobb Fendley Attachment

TASK 1400 Safety Analytics:

Refer to Street Simplified Attachment

Planning:

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

Design Analysis:

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

Technical Specifications:

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

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

The Engineer shall be responsible for complying with all local, state, and federal building codes. The Engineer shall be responsible for submitting required sets to City of El Paso Development Department for review and approval during final design phase period. The Engineer shall be responsible for obtaining

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

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

PRODUCTS REQUIRED:

Drawings and Specifications:

Pre-Design Report (If applicable)

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

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

30% Design:

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

- • Coversheet (90% complete)
- • Quantity Summary Sheet (100% complete)
- • Electrical Plan and Details (50% complete)
- • Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)

- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report
- Signage and striping Details (30% complete)

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

60% Design:

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

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

- Utility Status and coordination report
- Signage and striping Details (60% complete)

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

95% Design:

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

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

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

required as requested by the City.

100% Design:

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

Bidding and Construction:

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

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

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

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

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

Engineer's Cost Estimate line item review

Engineer's Bid Tab review and recommendation letter

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

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

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and

problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.

- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street improvements, , and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement and owner's review time as follows:

- **Preliminary Design Phase: 90 consecutive calendar days**
- **Pre-Final Design Phase: 60 consecutive calendar days**
- **Final Design Phase: 30 consecutive calendar days**
- **Bid Phase (Signed and Sealed) 10 consecutive calendar days**



ROMAN BUSTILLOS, P.E.
President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

January 16, 2025

VIA E-Mail: lledesma@consoreng.com

Conzor Engineers, LLC
1501 N. Mesa, Suite 200
El Paso, TX 79902

Attn: Mr. Leo Ledesma, P.E.

Re: A City of El Paso Reconstruction of Vista Del Sol Drive between Winslow Hommer Drive and Loop 375; adjacent to Blocks 504 and 505, Vista Del Sol Unit One Hundred Seventeen; and Tracts 17C30 and 17C173, Section 8, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas
Proposal No. 2024-1123REV

Dear Mr. Ledesma:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK:

1. Research all available deeds, subdivision plats, surveys and right-of-way maps for said portion of Vista Del Sol Drive;
2. Initiate a Texas 811 locating ticket for the project corridor and locate the utility markings at the time of the field survey;
3. Request and review any record or as-built utility maps provided by Consor Engineering, LLC. and map any underground utilities via observed structures/markings and record maps provided;
4. Coordinate safety measures with traffic control contractor;
5. Perform a right-of-way, topographic and improvement survey for said portion of Vista Del Sol Drive and any other areas as identified by the client;
6. Topography limits shall include the entire width of the right-of-way and also 100 feet at all major intersections (Loop 375) and 25 feet beyond the curb returns at all minor intersections;
7. Locate and measure any existing right-of-way monuments and adjacent property corners along said portion of said Vista Del Sol Drive;
8. Locate and measure any existing National Geodetic Survey horizontal and vertical control points along or near said portion of Vista Del Sol Drive;
9. Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 18;
10. Horizontal datum will be referenced to the Texas State Plane Coordinate System, Central Zone 4203, NAD 83 and will be scaled to surface;

Conzor Engineers, LLC
Attn: Mr. Leo Ledesma
Proposal No. 2024-1123REV
January 16, 2025
Page 2

11. Establish a maximum of five (5) temporary benchmarks along said portion of Vista Del Sol Drive for use during construction activities;
12. Prepare a right-of-way, topographic and improvement survey map detailing all existing improvements, utility marks, underground utilities, landscaping, road striping, one foot contour map, right-of-way, lots, easements, survey control and temporary benchmarks for said portion of Vista Del Sol Drive;
13. Prepare a horizontal and vertical survey control sheet; and
14. Deliver one (1) pdf copy and one (1) MicroStation DGN file of the right-of-way, topographic and improvement survey map and one (1) pdf copy of the survey control sheet for said portion of Vista Del Sol Drive to Consor Engineers, LLC.

EXEMPTIONS:

The following is excluded unless otherwise requested: construction staking; subdivision platting; ALTA/NSPS Land Title Survey; title commitment; easement plats; rezoning application; special permit application; all permit and application fees; right-of-way staking; setting new or destroyed city monuments; verification of elevations for new or destroyed city monuments; elevation certificates; traffic impact analysis or investigation; as-built survey; preparation of as-built plans; SWPPP implementation and monitoring through construction activities; sub-surface utility engineering and mapping; geotechnical investigation, soils classification; soil percolation testing; pavement design; tax certificates; filing fees; construction permit; construction inspections; representation through City of El Paso or TXDOT and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within forty (40) workdays from receiving your written authorization to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$59,950.00** for the above Scope of Work. Charges for any additional work not listed in the above Scope of Work will be done in accordance with the attached "Other Terms and Conditions".

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "**Conzor Engineers, LLC**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Conzor Engineers, LLC**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement up to the date of termination.

OTHER TERMS AND CONDITIONS

Brock & Bustillos Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Service Fees:

The total fee shall be understood to be an estimate unless the agreement is for a Lump Sum amount. The estimate shall not be exceeded by ten percent without written approval of the Client. For the services of the Engineer's staff (except survey personnel covered below) the charge will be the "Salary Cost" of each employee so engaged plus a multiplier of 2.5. "Salary Cost" is defined as the cost of salaries of the Engineer's employees for time directly chargeable to the Project, plus cost of social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto. The overtime premium (required by the Fair Labor Standards Act for nonexempt classifications) for draftsmen and technician classifications will be charged for overtime hours worked because of the Client's requirements, and upon his specific authorization.

For the Engineer's survey crews, the following schedule of rates applies. Overtime rate applies for hours in excess of eight (8) per day, Saturday, Sunday and Holidays.

	<u>BASIC RATE</u>	<u>OVERTIME RATE</u>
Two-Man Party	\$170.00/Hour	\$232.00/Hour
Three-Man Party	\$238.00/Hour	\$295.00/Hour
Two-Man w/Prof. Surveyor as Party Chief	\$295.00/Hour	\$341.00/Hour

Direct Expenses:

For all direct expense, including supplies, transportation, telephone toll charges, reproductions, etc., and travel and subsistence for the Engineer's officers and staff, all as required for the proper execution of the work, and for all work subcontracted, the charge will be invoice cost plus 10 percent. Travel by vehicles owned by the Engineer will be at .655 cents per mile and surveying vehicles will be at \$1.03 per mile.

Outside Services:

For outside services, such as soil investigations, laboratory tests, or retaining special consultants, Client may contract directly with a third party for such services, or may contract through Brock & Bustillos Inc. If such contracts are made through Brock & Bustillos Inc., a service charge of 10 percent will be added to the net amount of the contract.

Indemnification:

The Client shall indemnify and hold harmless Brock & Bustillos Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Brock & Bustillos Inc.), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Brock & Bustillos Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Brock & Bustillos Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such caused include, but are not limited to Brock & Bustillos Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents:

All documents produced by Brock & Bustillos Inc. under this agreement shall remain the property of Brock & Bustillos Inc. and may not be used by the Client for any other endeavor without the written consent of Brock & Bustillos Inc.

Dispute Resolution:

Any claim or dispute between the Client and Brock & Bustillos Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of State of Texas.

Sales Tax and Gross Receipts Tax:

The State of Texas has imposed sales tax on certain boundary related survey services. When applicable, the invoice will show total amount of taxable services, percentage rate of sales tax, and amount of sales tax charged.

The State of New Mexico imposes a gross receipts tax on all professional services performed in New Mexico. The gross receipts tax rates varies throughout the state of New Mexico depending on the location of the project site. Gross receipts tax will be added to all costs for services performed in the State of New Mexico.

Billings/Payments:

Invoices for Brock & Bustillos Inc.'s services shall be submitted either upon completion of such services or on a monthly basis. Payment to the Engineer will be due upon receipt of monthly invoices. If Client fails to pay the Engineer the full invoice amount within thirty (30) days of receipt, Client will be charged for collection efforts in accordance with this Compensation Schedule. If payment is not received by the 60th day, a Work Stoppage Order will become effective. If payment is not received by the 75th day, a Mechanic's Lien will be filed with the County Clerk's Office in pursuit of payment for professional surveying and/or engineering services, in accordance with the procedures as outlined in the most current edition of the Texas Property Code. Aged invoices will begin accumulating collection fees and 1.50% interest per month based on an average APR of 18.0 % per year after the 100th day of the invoice.



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Construction Materials Testing
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December 10, 2024



CONSOR Engineering, LLC.
1501 N. Mesa Street, Suite 200
El Paso, Texas 79902

Attn.: Mr. Leo Ledesma, P.E.
Senior Project Manager

Re: Proposal for General Geotechnical Subsurface Soils Evaluation
City of El Paso – Vista Del Sol Drive Resurfacing / Reconstruction Project
El Paso, El Paso County, Texas
CQC Proposal No. PGCQC24-085

Dear Mr. Ledesma:

In response to your request, CQC Testing and Engineering, L.L.C. (CQC) is pleased to provide **Conсор Engineering, LLC. (Client)** with this proposal to conduct a general geotechnical subsurface soils evaluation for the above-referenced project. We thank you for providing our firm an opportunity to provide professional geotechnical consulting services on this City of El Paso, (CoEP, Owner) roadway infrastructure improvements project. This proposal presents our understanding of the project, our proposed scope of services, our estimated lump sum fee, and our standard terms and conditions associated with our services on this project.

I. General Project Description and Evaluation Considerations

Based on the City of El Paso Capital Improvement Department Solicitation #2025-0091R provided by our Client, we understand that the proposed project shall consist of street improvements along Vista Del Sol Drive located in east El Paso, El Paso County, Texas. The project design scope of work includes work to be performed along the existing Vista Del Sol Drive from Phil Gibbs Drive to Loop 375. The total combined street project length is approximately 10,000 linear feet. We understand that the project shall include the milling and resurfacing along Vista Del Sol Drive from Phil Gibbs Drive to Winslow Homer and reconstruction from Winslow Homer Drive to Loop 375. It is our understanding that the street exhibits distress in the form of cracks, signs of wear due to the age of pavement and the heavy traffic use, poor drainage in some areas and patches along the roadway section as part of utility work and/or pavement repairs. Sitework shall include improvements of ADA compliant sidewalk and driveways, curb & gutter, and ADA ramps. We understand that this project shall not require lighting.

A. Traffic Information

Based on our general review of the TXDOT TPP website the following annual average daily traffic (AADT) traffic level were reported;

- Phil Gibbs to Chelita - from 2017 to 2022 indicated 18,429 to 15,649 AADT
- Jim Thorpe to Zaragoza Rd. from 2017 to 2022 indicated 25,444 to 18,006 AADT
- Zaragoza Rd. to Winslow Homer – from 2017 to 2022 indicated 21,830 to 17,970 AADT
- Winslow Homer to Loop 375 from 2017 to 2022 indicated 21,744 to 20,762 AADT

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**City of El Paso – Vista Del Sol Drive
Resurfacing / Reconstruction Project**
El Paso, El Paso County, Texas



We anticipate that actual traffic count data shall be collected from Winslow Homer to Loop 375, in order to establish the percentage of heavy commercial semi-truck traffic. Traffic data information shall be considered to estimate 18-kip ESAL values for use in pavement section analysis and design.

B. Roadway General Noted Conditions and Initial Comments

In general roadway surface water drainage appears to be in a fairly to good condition, with the exception of an area around Henry Dunant that appears to pond and shall require surface grading beyond matching existing grades during resurfacing to improve drainage flow.

The street section within the area of Henry Dunant is also anticipated to require full depth repair due to the sever distress on the pavement surface. The distress is anticipated to be associated the infiltration of moisture into the supporting soils, deficient base support thickness and the age of the AC layer.

Based on our past geotechnical project experience it is anticipated that high plasticity clay soils and subsurface water seepage may be encountered within the RFQ specified pavement reconstruction section within the area of Bob Hope Drive. At this intersection, the existing pavement is very distress and shall require some surface regrading to ensure good surface water flows are occurring and reduce the potential of surface water ponding. Subgrade stabilization with cement and/or overexcavation and replacement of the subgrade soils and/or the specification of a concrete pavement section may be considered at this intersection.

There are several areas with the specified pavement resurfacing limits that exhibit sever distress and shall require full depth repair to reduce the potential of premature failure of the new surface course layer as a result of poor supporting soil conditions and reflective failure on to the new AC layer. These areas shall have to be defined in the design plans and called out as full depth repairs to limit change orders at the time of construction.

C. Proposed Scope of Work Objective

The specific objective of our scope of services shall be to generally evaluate the subsurface soil conditions within the general new and existing roadway areas, collect subsurface soils information, conduct Standard Penetration Tests (SPT) and provide geotechnical recommendations to guide the design of pavement structures and limited civil sitework structures. Scope of work also includes conducting a general pavement condition and distress survey review to assign a relative importance index to assist the owner and design team, if budgetary constraints are experienced and there is a need to review and prioritize improvement areas. Especially within proposed resurface limits where full depth reconstruction should be considered.

II. General Approach and Subsurface Exploration Evaluation

A. General Approach

In order to evaluate the existing pavements within the defined project limits, the following general approach is proposed.

- Borings and pavement cores shall be staggered and/or adequately spaced (estimated 500 to 800 feet interval spacing) to reduce evaluation costs

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Resurfacing / Reconstruction Project**
El Paso, El Paso County, Texas



- Within pavement improvement limits an estimated 15 soil borings shall be completed with depths ranging from 5 to 10 feet below the pavement surface to profile existing soils, especially between Winslow Homer to Loop 375.
- Within pavement improvement limits additional core areas shall be selected within distressed areas to better define the existing pavement section materials and thicknesses. In conjunction with cores, Dynamic Cone Penetrometer (DCP) tests shall also be performed to evaluate the bearing resistance of the subsurface soils.
- The existing soils engineering classification, moisture content, particle size and plasticity limits shall be evaluated to develop potential treatment specifications for subsurface subgrade soils, if required.

B. Proposed Geotechnical Subsurface Evaluation

Our proposed general subsurface evaluation shall consist of completing fifteenth (15) vertical exploration borings within the roadway improvement limits. The general preliminary boring locations are indicated on the attached General Geotechnical Subsurface Exploration Boring & Core Location Aerial Plans, Sheet 1 through 3.

Seven (7) cores (i.e., C-1 through C-7) shall be performed with selected pavement areas that exhibit distress to better define the existing pavement structure. Seven (7) DCP tests shall also be performed at the core locations to evaluate the relative bearing resistance of the subsurface soils. DCP tests shall extend to a maximum depth of 5 feet, each below the existing pavement surface elevation. Prior to performing our borings, the existing pavement shall be cored to access the subsurface soils. Due to the traffic volume along this street, we anticipate that some of the borings and cores may need to be performed during non-typical working hours. We anticipate that the submittal of a traffic control plan and street cut permit application to the City of El Paso shall be required to perform these borings and cores. The final field work period shall be coordinated with our client.

The following table lists the boring locations, number of borings/cores and approximate exploration depths.

Boring Location	Number of Borings/ Approx. Depth (ft.)	Number of Cores
Phil Gibbs Dr. to Winslow Homer	9 / 5'	6
Winslow Home Dr. to Loop 375	6 / 10'	1

The borings shall be completed to the above-mentioned depths or auger refusal, whichever is shallower. The borings shall be logged in the field by our geotechnical engineering technical staff. If groundwater or water seepage is immediately encountered during our field activities, the depth shall be recorded. Soil samples shall be collected during our subsurface soil exploration based on the encountered soil conditions. All collected soil samples from the borings shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples

December 10, 2024
CQC Proposal No. PGCQC24-085
**City of El Paso – Vista Del Sol Drive
Resurfacing / Reconstruction Project**
El Paso, El Paso County, Texas



shall be sealed to prevent moisture loss and transported to our laboratory for further observation and engineering soil classification testing on selected soil samples.

At the completion of our field operations, each boring shall be backfilled with auger cuttings and firmly compacted at the ground surface elevation and shall be patched with rapid set high strength concrete material to at least a depth of 8 inches below the existing asphalt surface elevation, where applicable. Cores shall also be patched with rapid set cementitious materials.

We respectfully request that our Client's land surveyor include our exploration boring and core locations within their scheduled survey points, so that we may report ground elevations and coordinates for each evaluation location, if required.

We also respectfully request that the Client provide CQC with existing utility as-built drawings and/or information for the subject project site to reduce the potential of penetrating through underground utilities during our drilling and field activities.

CQC shall assist in locating the borings in the field and call Texas811 to request utility locates. As a result, subsurface exploration borings shall not be performed in areas where utility lines are not appropriately marked or identified in the field to avoid a potential unsafe working conditions for our employees. If this condition occurs, CQC shall meet with our Client to review the field conditions and relocate the soil borings or eliminate borings, if necessary.

In order to further mitigate the potential of penetrating underground utilities at boring locations, limited Ground Penetrating Radar (GPR) scanning shall also be performed at the soil boring locations to aid in locating and identifying any existing underground utilities or any other underground features prior to our subsurface exploration described above. Our GSSI SIR 4000 control unit along with a 2.6 GHz antenna capable of evaluating subsurface anomalies to a depth of up to 5 feet depending on noise disturbance shall be utilized.

Our laboratory engineering soil classification tests shall be limited to soil moisture contents, plasticity index tests, sieve analysis tests, up to seven (7) soil moisture-density relationship tests, up to six (6) soil California Bearing Ratio (CBR) tests, and up to three (3) soil sulfate and chloride tests performed in general accordance with applicable ASTM or industry standard analytical test procedures. Our engineering soil classification laboratory tests do not include chemical analysis of collected soil samples for environmental hazardous material assessment purposes.

III. Soils Evaluation Report and Schedule

At the completion of our soil exploration drilling activities, soil evaluation and engineering soil classification testing, a formal written letter geotechnical report shall be prepared and provided to our Client. Our soils evaluation letter report shall provide a boring location plan, subsurface exploration boring logs, laboratory engineering soil classification test results, and geotechnical considerations to supplement the design of sitework and pavement sections by our Client.

We anticipate that we may commence our drilling activities within fifteen (15) working days from our Client's written notice to proceed and once all utility lines are cleared at boring and core locations and city permits have been approved. the permits to enter the property have been secured by our Client and utility lines have been marked at the site at our proposed boring locations. We estimate that our field work may be completed within a period of 8 days and lab work testing with a period of 15 to 20 days. An

December 10, 2024
CQC Proposal No. PGCQC24-085
**City of El Paso – Vista Del Sol Drive
Resurfacing / Reconstruction Project**
El Paso, El Paso County, Texas



electronic pre-final review and comment report shall be provided within four (4) weeks after the completion of our field evaluation activities. An electronic PDF copy of the final report shall be provided once comments are received from our pre-final report submittal.

IV. Estimated Lump Sum Fee and Scope of Work Terms

We propose to provide the scope of work defined in this proposal for the estimated lump sum fee of **\$56,246.00**. A breakdown of our estimated fee is presented as Exhibit A within this proposal.


Our scope of work under this proposal does not include the following; repair and/or replacement of penetrated or damaged unmarked utility lines, topographic surveying services, delineation of buried materials and/or structures, a groundwater or water seepage study, sink hole study, landslide study, global slope stability of the site, replacement of concrete walkways or landscaping areas, preparation of engineering plans, bid specifications, engineering cost estimates, an environmental assessment of the project sites air, soil, water, site fault delineation and evaluation, delineation of subsurface flowing water either on or adjacent to the project site limits, the development of a dewatering plan, development of a trench safety plan, construction materials testing services during construction, an assessment of the potential impacts or distress to existing structures on or adjacent to the project site resulting from construction activities, and directing or controlling the means and methods utilized by contractors during the construction of the project. CQC and our Client shall have no liability for claims resulting from the contractor's selected means and methods of construction.

Our services shall be performed in accordance with the scope of services described in this proposal. By approving this proposal, our Client agrees to retain our services for the above estimated fee. We understand that our services shall be performed in accordance with the Standard Terms and Conditions of our Clients prime agreement.

Our invoices are due and payable at 4606 Titanic Avenue, El Paso, Texas 79904. All parties hereby agree that this agreement upon acceptance will be performable in El Paso County, Texas. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal. This proposal is valid for a period of up to 60 days. CQC reserves the right to reevaluate our proposal beyond the referenced period. Again, we appreciate the opportunity to submit this proposal. Should you have any questions or comments regarding this proposal, please feel free to contact us.

Respectfully Submitted,
CQC Testing and Engineering, L.L.C.
TBPE Firm Registration No. F-10632


Carlos Saucedo, P.E.
Operations Manager / Project Engineer
csaucedo@cqcengqat.com

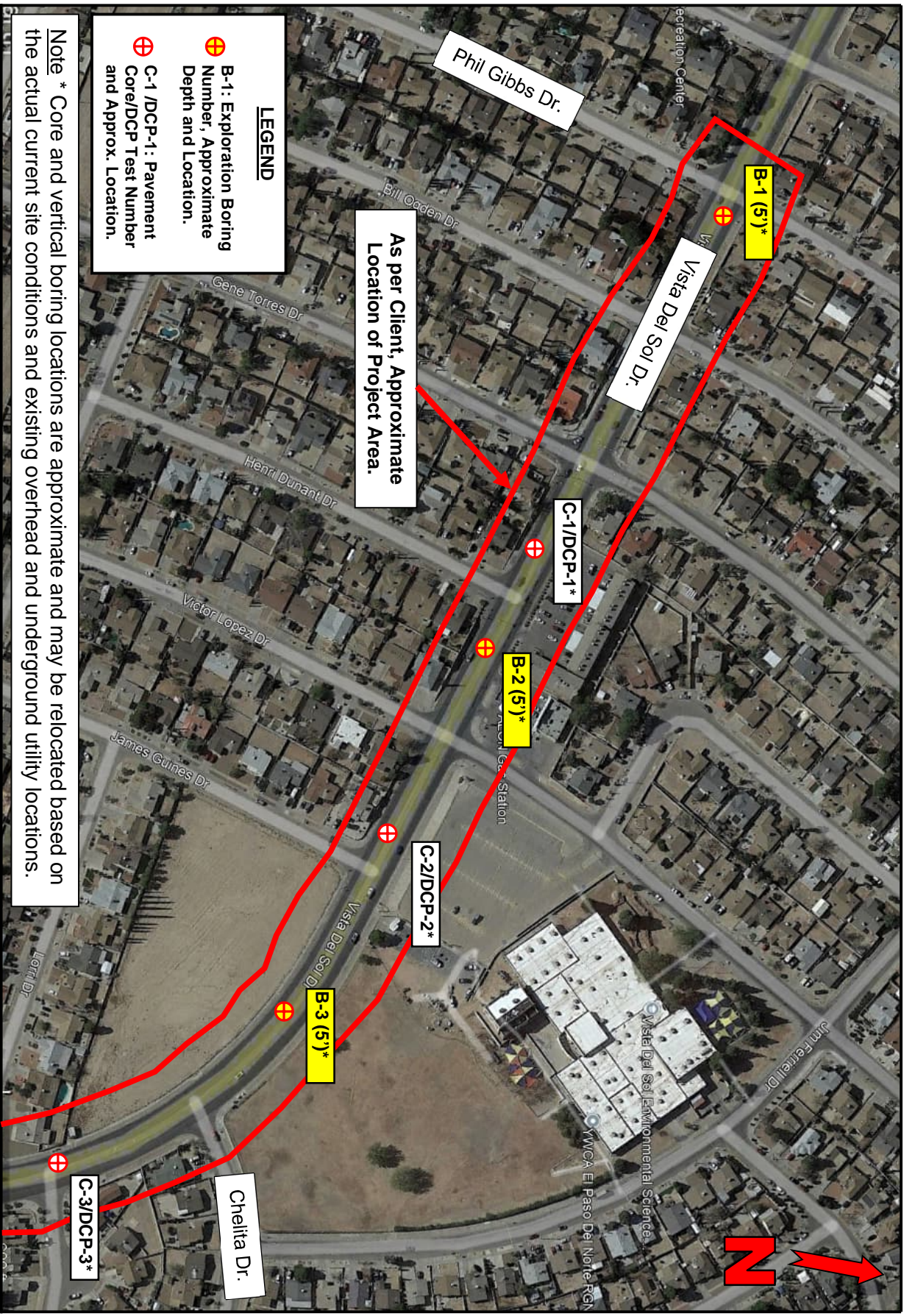

Jaime Rojas, P.E.
President / Principal Engineer
jrojas@cqcengqat.com

Attachments: 1.) General Geotechnical Subsurface Exploration Boring Location Aerial Plans, Sheet 1 through 3
2.) Selected Project Area Photographs, 3 Pages
3.) Exhibit A – Geotech Services Fee Estimate, 1 Page

Copies: 1.) Above Addressee – 1 copy by e-mail (lledesma@consoreng.com)

L:\2 Geotech Proposals\2024\MAIN GEOTECH Proposals\24-085 - CoEP Vista Del Sol Drive Resurfacing-Reconstruction (CONSOR)\3-Proposal and Cost Estimate\24-085 proposal - JR Revised.docx

TASK 900 Geotechnical Data Collection



LEGEND

⊕ B-1: Exploration Boring Number, Approximate Depth and Location.

⊕ C-1/DCP-1: Pavement Core/DCP Test Number and Approx. Location.

Note * Core and vertical boring locations are approximate and may be relocated based on the actual current site conditions and existing overhead and underground utility locations.

As per Client, Approximate Location of Project Area.



construction quality control
testing and engineering

General Geotechnical Subsurface Exploration
Boring and Core Location Aerial Plan

Vista Del Sol Resurfacing/Reconstruction Project
Vista Del Sol from Phill Gibbs Dr to Chelita
And from Jim Thorpe Dr Loop 375
El Paso, El Paso County, Texas

Client: CONSOR Engineering

CQC Proposal No. PGCCQC24-085

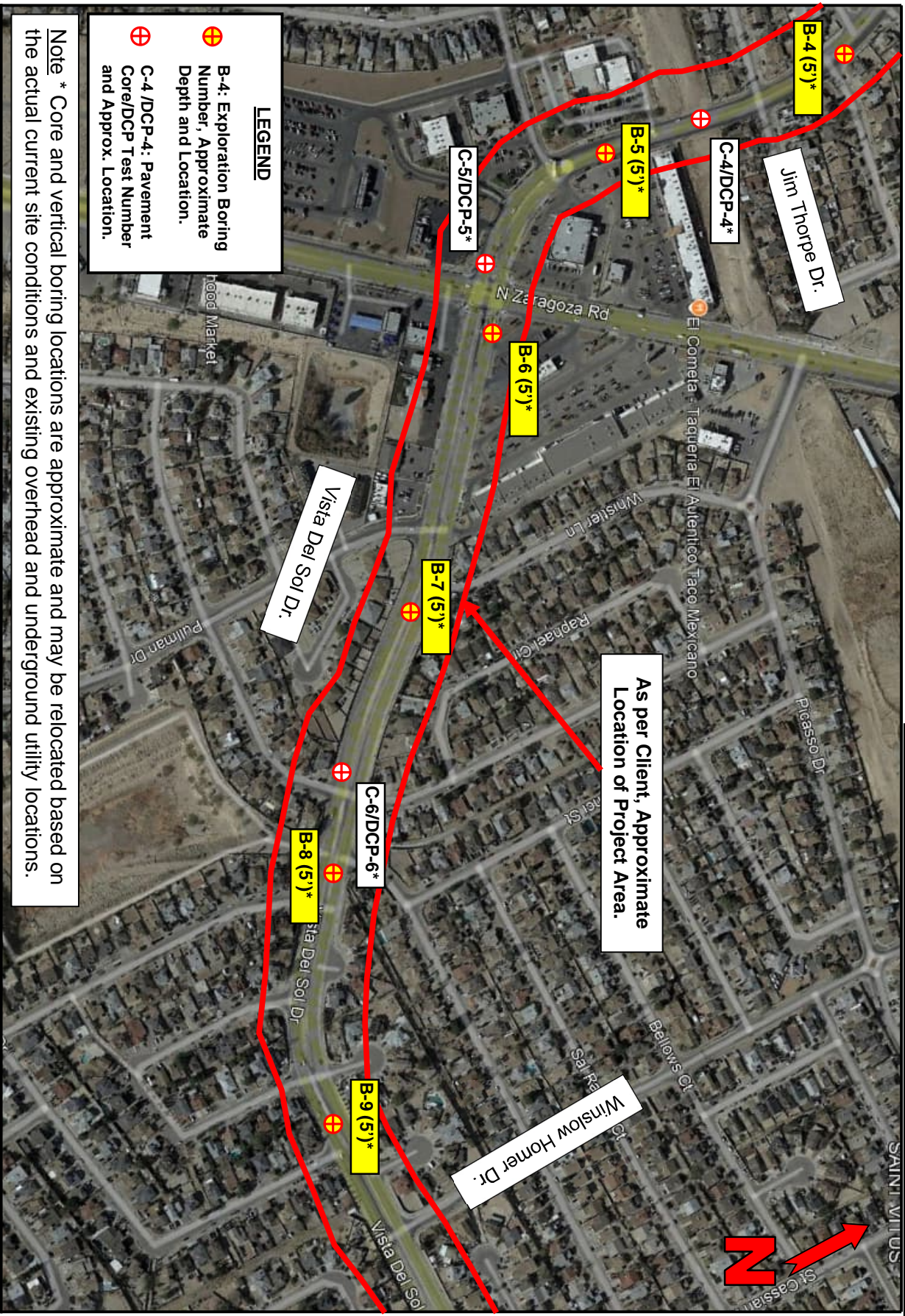
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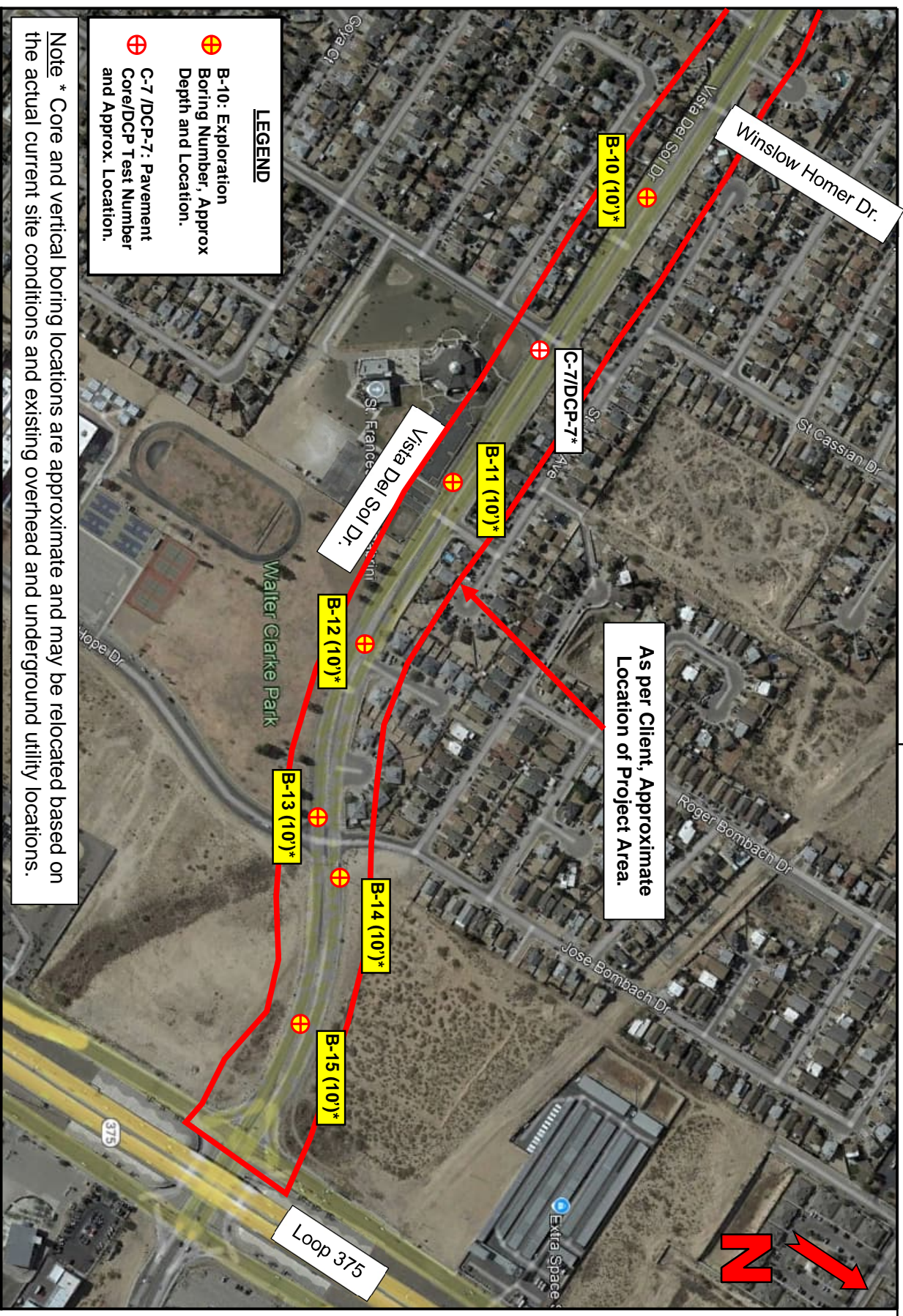
Check by: JR

Date: 12/10/2024

Sheet 1

TASK 900 Geotechnical Data Collection







construction quality control
testing and engineering

**General Geotechnical Subsurface Exploration
Boring and Core Location Aerial Plan**

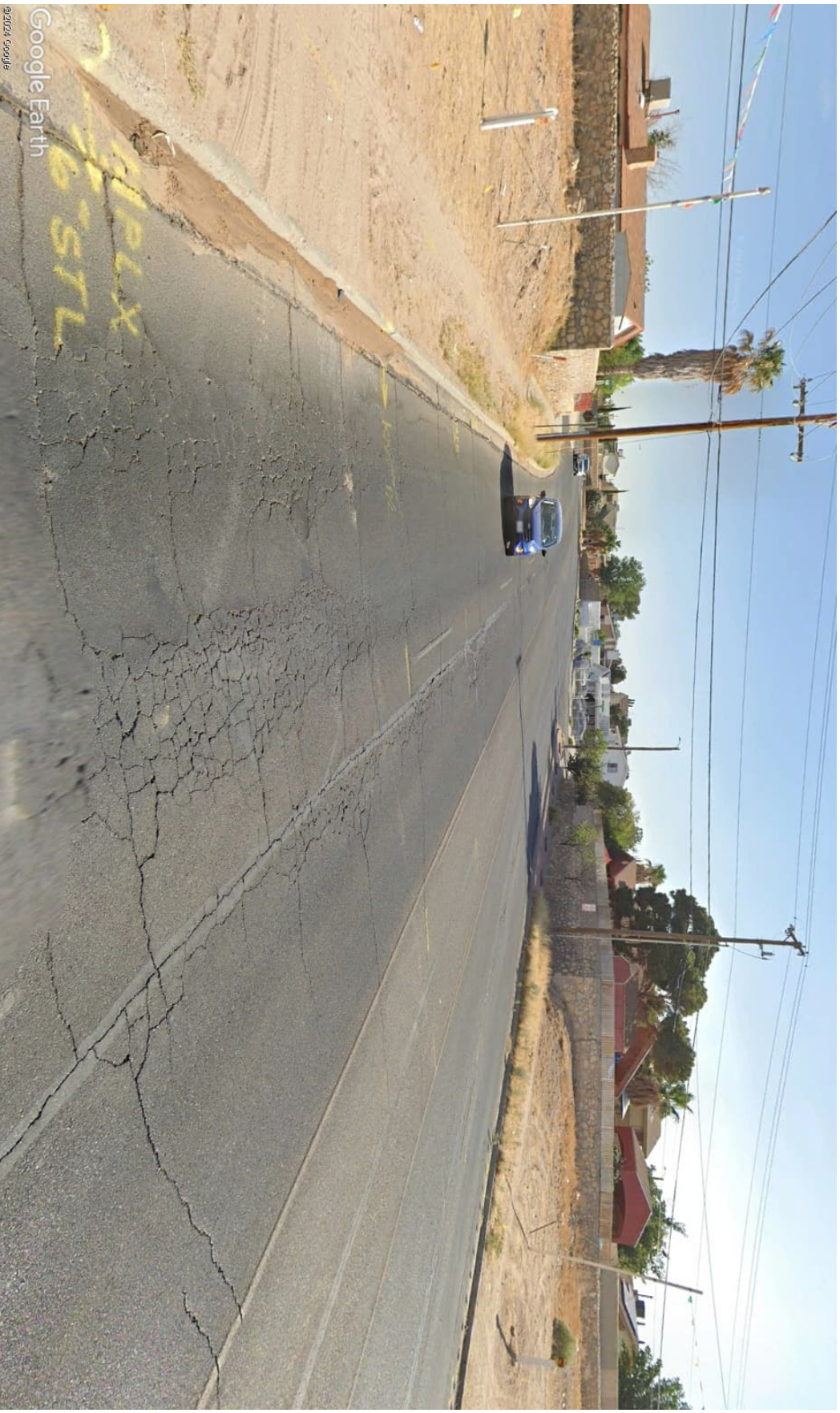
Vista Del Sol Resurfacing/Reconstruction Project
Vista Del Sol from Phill Gibbs Dr to Chelita
And from Jim Thorpe Dr Loop 375
El Paso, El Paso County, Texas

Client: CONSOR Engineering	
CQC Proposal No. PGCQC24-085	
Scale: NTS	Check by: JR
Date: 12/10/2024	Sheet 3

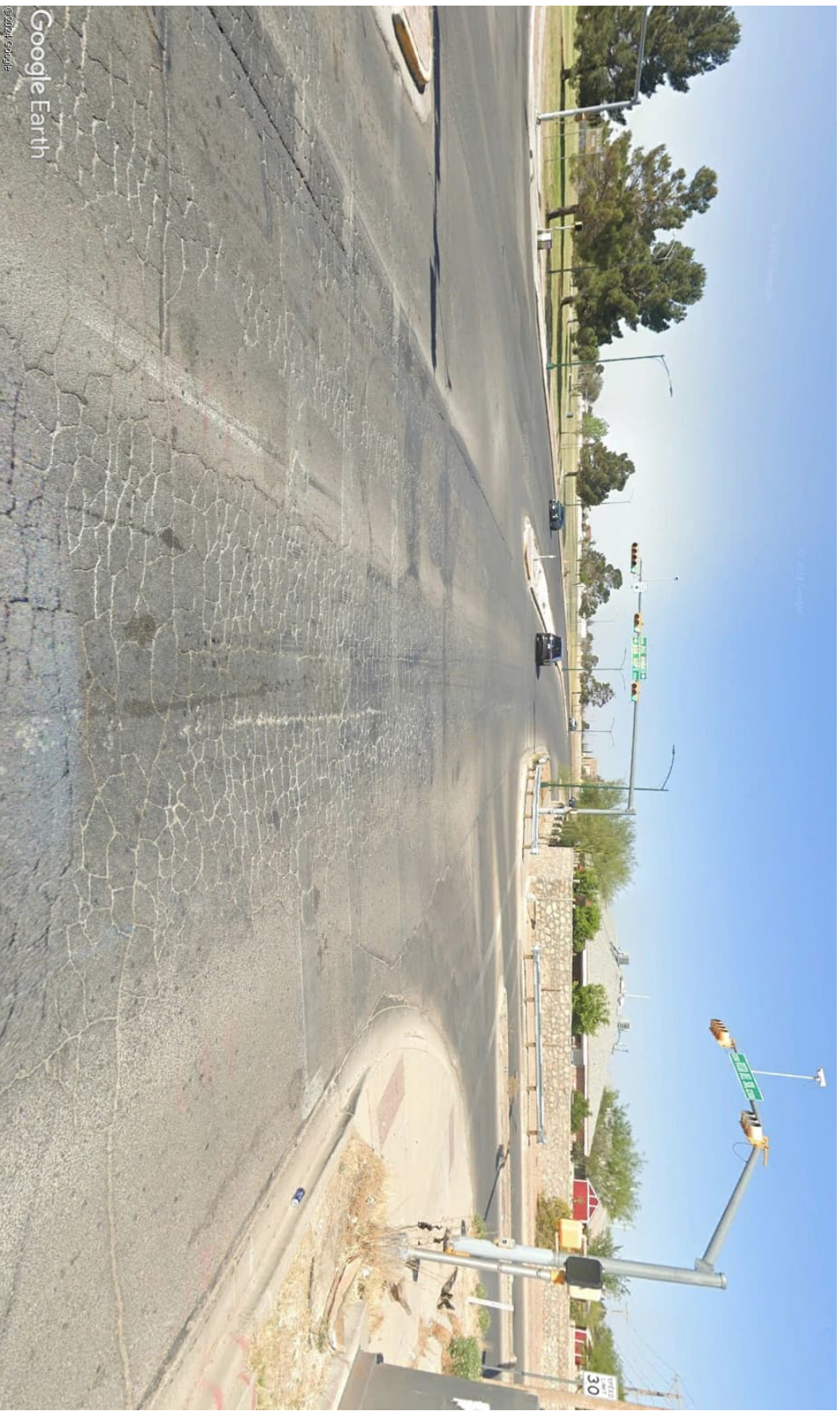
Vista Del Sol Drive Resurfacing / Reconstruction Project Area at Henry Dunant



Vista Del Sol Drive Resurfacing / Reconstruction Project Area between Jim Thorpe and Winslow Homer



Vista Del Sol Drive Resurfacing / Reconstruction Project Bob Hope Intersection – West Bound Lanes





CQC Testing and Engineering, L.L.C.
4606 Titanic Avenue
El Paso, Texas 79904
Ph. (915) 771-7766
Fx. (915) 771-7786

TASK 900 Geotechnical Data Collection

Construction Materials Testing
Geotechnical Engineering
Environmental Site Assessments
Forensic Analysis/Testing

EXHIBIT A - GEOTECH SERVICES FEE ESTIMATE

City of El Paso - Vista Del Sol Drive Resurfacing / Reconstruction Project

Client: CONSOR Engineering
CQC Proposal No. PGCQC24-085

Effective Date: December 10, 2024

Item No.	I. Project Setup and Administrative Coordination				
	Professional Labor Description	Qty	Unit	Base Labor Rate	Extension
1	Principal Engineer	4	hr.	\$ 125.00	\$ 500.00
2	Project Engineer	24	hr.	\$ 110.00	\$ 2,640.00
3	Clerical	2	hr.	\$ 58.00	\$ 116.00
	Section No. I -		Subtotal		\$ 3,256.00
II. Geotechnical Field Work Services					
	Direct Cost (Field Work) Description	Qty	Unit	Base Labor Rate	Extension
1	Soil Boring - w/Split Spoon Sampling, (9 borings to 5 feet and 6 to 10 feet)	100	ft	\$ 16.50	\$ 1,650.00
2	Drill Crew Mobilization, within City Limits	7	ea.	\$ 400.00	\$ 2,800.00
3	Engineer, Logger and Drilling Crew Support Vehicle	10	day	\$ 75.00	\$ 750.00
4	Logger Time for staking, marking of borings, utility verification and logging.	95	hr.	\$ 85.00	\$ 8,075.00
5	Pavement - DCP Tests, 5 feet Max depth	7	ea.	\$ 150.00	\$ 1,050.00
6	Support Vehicle	3	day	\$ 75.00	\$ 225.00
7	HMAC/Concrete Coring, thickness 6 inches max.	22	ea.	\$ 180.00	\$ 3,960.00
8	Coring Equipment	6	day	\$ 120.00	\$ 720.00
9	Generator Usage Charge	6	day	\$ 85.00	\$ 510.00
10	Core Hole Patching	22	ea.	\$ 22.00	\$ 484.00
11	Borehole Grouting	20	ft.	\$ 6.25	\$ 125.00
12	Traffic Control	7	day	\$ 750.00	\$ 5,250.00
13	GPR Scanning	4	ea.	\$ 650.00	\$ 2,600.00
	Section No. II -		Subtotal		\$ 28,199.00
III. Laboratory Engineering Soil Classification Testing Services					
	Laboratory Test Description	Qty	Unit	Base Labor Rate	Extension
1	Soil Moisture Contents	59	ea.	\$ 13.00	\$ 767.00
2	Atterberg Limits Test	44	ea.	\$ 75.00	\$ 3,300.00
3	Soil Sieve Analysis Test	59	ea.	\$ 85.00	\$ 5,015.00
4	Soil Direct Shear Tests	0	ea.	\$ 550.00	\$ -
5	Soil Sulfate and Chloride Tests	3	ea.	\$ 95.00	\$ 285.00
6	Soil Nutrient Tests (Ag Extension)	0	ea.	\$ 95.00	\$ -
7	Soil Cement Series Test	1	ea.	\$ 1,200.00	\$ 1,200.00
8	Laboratory California Bearing Ratio Soil Test, 2 pt.	6	ea.	\$ 350.00	\$ 2,100.00
9	Soil Moisture-Density Relationship Test (D698 or D 1557)	7	ea.	\$ 275.00	\$ 1,925.00
	Section No. III -		Subtotal		\$ 14,592.00
IV. Technical, Professional and Geotechnical Report Preparation Services					
	Labor Description	Qty	Unit	Base Labor Rate	Extension
1	Field and Laboratory Technician	12	hr.	\$ 75.00	\$ 900.00
2	Principal Engineer	7	hr.	\$ 125.00	\$ 875.00
3	Project Engineer	75	hr.	\$ 110.00	\$ 8,250.00
4	Clerical	3	hr.	\$ 58.00	\$ 174.00
	Section No. IV -		Subtotal		\$ 10,199.00
	Subtotal of Items I through IV				\$ 56,246.00
	Estimated Geotechnical Services Fee				\$ 56,246.00



January 15, 2025

CONSOR Engineers
ATTN: Leo Ledesma, PE, Senior Project Manager
1501 N. Mesa Street, Suite 200
El Paso, TX 79902

VIA E-MAIL

**Re: Subsurface Utility Engineering Services
Vista Del Sol Drive Resurfacing/Reconstruction, El Paso, TX**

Dear Mr. Ledesma:

Cobb, Fendley & Associates, Inc. (Cobb Fendley) is pleased to provide this scope and fee for the Subsurface Utility Engineering (SUE) services associated with the project referenced above. The proposed Scope of Services and Basis of Compensation are outlined below.

Project Limits: A Total of five (5) Test Holes (SUE Level A) will be performed at selected locations by CONSOR Engineers. Additionally, Designating (SUE Level B) will be performed within the area marked in the Exhibits below.

SCOPE OF SERVICES – SUE

CobbFendley personnel are certified in work zone safety and confined space entry. Permitting and standard traffic control, if required for this project, will be considered reimbursable expenses. Should 'non-standard' traffic control be required (police officer present, night work, arrow board, etc...) these services will also be considered extra.

All Subsurface Utility Engineering services are completed by CobbFendley employees and the work is performed in accordance with ASCE 38/02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

Quality Level D – Existing Records: Utilities are plotted from review of available existing records.

Quality Level C – Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level B – Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. A more detailed description of our designating services is provided below.

Quality Level A – Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through Test Holes and measuring and recording (to appropriate survey control) utility/environment data. A more detailed description of our test hole locating services is provided below.

SUE Level B: Designating

Using SUE Level D and C information & utility contacts (By Others), CobbFendley will map existing utilities to SUE Quality Level B (Designation) within the project limits. A detailed description of utility designating services, SUE Level B, is provided below.



Survey activities associated with SUE Level B services will be completed in accordance with the Minimum Standards for Surveying in Texas and under the direction of a Texas Registered Professional Land Surveyor. The herein specified services shall be performed according to the Minimum Standards of Land Surveying in the state of Texas and per the requirements of the Texas Society of Professional Surveyors Manual of Practice for Land Surveying.

1. Designate means to record and mark the horizontal location of the existing toneable utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. A non-water base paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities.
2. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. CobbFendley will update the existing utility facility plan (if applicable) with designated utilities, utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations if applicable. It is understood by both CobbFendley and EPWater that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole through vacuum excavation. A note will be placed on the designate deliverable only that states "lines sizes are from best available records". This information will be provided in AutoCAD format.
3. Clearly identify all utilities that were discovered from previous investigations and record information but cannot be depicted in quality level B standards. These utilities will have a unique line style and symbology in the designate (Quality Level B) deliverable.
4. Comply with all applicable City/State policy and procedural manuals.

Fee Associated with SUE Level B Services: \$22,280.00

SUE Level A: Locating (Test Hole)

CobbFendley will perform Utility Test Holes (potholes) at locations chosen by CONSOR Engineers. For each requested Test Hole (TH), CobbFendley will use its vacuum excavation truck to safely remove material at each Test Hole location. **Each Test Hole will be performed to a maximum of Ten (10) feet.**

Prior to beginning field locating activities, CobbFendley's field manager will contact the applicable "One Call" agency and coordinate with utility owner inspectors as may be required by law or utility owner policy. Once these initial tasks are complete, the field manager and technicians will begin locating the specified utilities at the specified locations. Any pavement present will be neatly cut and removed, such that the cut does not exceed 0.10 square meters (1.076 square feet), unless unusual circumstances exist. Soil will then be safely removed using vacuum excavation techniques in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Once the subject utility is exposed, CobbFendley technicians will measure and record following data:

- Utility facility type and configuration;
- Utility facility material(s);
- Utility facility condition;
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems;
- Coating/wrapping information and condition;
- Elevation to top and bottom of utility;
- Elevation of existing grade over utility;
- Horizontal location;
- Pavement thickness and type, if present;
- Any unusual circumstances or field conditions.



Once data collection is complete, CobbFendley technicians will furnish and install a permanent above ground marker directly above center line of the utility facility. This marker will serve as a reference point to tie the vertical and horizontal location of the test hole to the project coordinate system and elevation datum. Each excavation will then be backfilled with native material, compact by mechanical means, and pavement/surface material restored. CobbFendley will also provide complete restoration of the surrounding work site and/or landscape to equal or better condition than before excavation.

CobbFendley is responsible for any damage to the utility during the locating process. In the event of damage, CobbFendley shall stop work, notify the appropriate utility facility owner, Client project manager, and appropriate regulatory agencies. CobbFendley will not resume work until the utility facility owner has determined the corrective action is satisfactory.

CobbFendley will perform all surveying that is required for collection of location and elevation data at each test hole. A minimum of two benchmarks will be utilized. Elevations will be taken within an accuracy of 1-inch (2.54-cm) unless a more precise tolerance is specified.

Using the collected data, CobbFendley will develop an appropriately formatted data sheet for each completed test hole. The locations of each test hole will be mapped to the project coordinate system using the Clients preferred project control and CAD standards. The Client will provide CobbFendley a base map/topographic file in AutoCAD format for use in preparing the deliverable.

The following Utilities were found through an 811-Call made. It is estimated that 10 Test Holes are required for this Site.

- Spectrum
- Conterra Ultra Broadband LLC
- El Paso Electric Company
- El Paso Water Utilities
- Holly Energy Partners
- Lumen
- MCI
- Kinder Morgan CO2 Company
- Texas Gas Service
- AT&T

Fee Associated with SUE Level A Services (Chaffee Gate): \$17,473.00

Deliverables

SUE LEVEL "B" deliverables will include:

- SUE Drawing in DWG & PDF format. This deliverable will contain utilities marked accordingly per SUE level B.

SUE LEVEL "A" deliverables will include:

- Test Hole Data Sheets in PDF format;
- Test Hole locations drawing in AutoCAD Civil 3D format.

Assumptions

- Survey efforts included in fee shown above.
- Standard Traffic Control & Permitting is included in fee shown above.
- Test Hole Data Sheets are included in fee shown above.
- Accessibility to the location of the Test Holes is available.



- Dig Permit is included in fee shown above.

Services to be provided by CONSOR Engineers

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

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

Schedule

CobbFendley can commence work within two (2) weeks of receiving the signed Proposal & notice to proceed (NTP). Field work must be preceded by a "One Call" ticket and a mandatory 48-hour clearance period.

Basis of Compensation

The total estimated fee to complete the scope of work described herein is **\$39,753.00**.

If this summary is acceptable, please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Jesus A. Ramos, Jr.", with a stylized flourish at the end.

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

CONSOR Engineers

Signature

Name & Title

Date

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



Exhibit “A” – Vicinity Map



END OF SCOPE



Attn:
Leo Ledesma
Associate VP, Senior Project Manager
Conсор Engineering
1/15/2025

RE: Proposed Street Safety Study

Dear Leo,

Street Simplified is pleased to offer the following proposal for professional services as discussed.

Reports, study length, and other factors can be adjusted and tailored to meet your needs per the attached pricing sheet. On the following pages you will also find our updated price sheet as well as the detailed information about the included and excluded features of the Street Safety Package.

Please keep the information in the letter confidential for internal use. If you have any questions regarding the expected services or the pricing, please do not hesitate to reach out to me.

Best Regards,
Benjamin Griffard

(314) 471-3511
Ben@streetsimplified.com
Street Simplified LLC
2020 Centerline Ln
Georgetown, TX 78628

**Attachment 1: Study Proposal**

Item	Number of Studies	Price per study	Total
24 hour Street Safety Analytics Study	4	\$10,000	\$40,000

Invoice will be sent upon the receipt of formal OTP.

State and/or local taxes are NOT included in this proposal, but will be added upon invoicing.

If not previously specified, Street Simplified will need to rewrite this proposal to reflect specific locations chosen with installation notes and study duration for each location. As such, the client can dictate the specific locations studied and different study duration for each location. Price is a reflection of volume of locations & duration for each location, and will be adjusted accordingly.

For projects with a scope of 5 locations or more, Street Simplified will deliver 75% of the studies within 12 weeks. Any remaining studies will be delivered as quickly as possible, upon the resolution of any technical issues and/or data recollections, etc.

If locations are not predetermined at the time of the proposal, a formal review of the locations will be required prior to scheduling data collection, and may result in additional costs for collection and processing.

Unless otherwise agreed upon in writing, the quoted price herein is valid for a period of 90 days from the date listed in the proposal issued by Street Simplified, after which quotations will require confirmation or adjustment by Street Simplified.

Any quoted price automatically expires at the end of each calendar year, Dec 31. Price quotes and proposals from a previous calendar year will not be accepted by Street Simplified, unless otherwise expressly agreed upon in writing by an executive team member of Street Simplified, or through specific written agreement or contractual obligation, such as an On-Call Services Contract, wherein price has been previously negotiated and agreed upon for a specific amount of time and no further.



Attachment 2: Summary of Collection Locations

Count	Address of Study Location	Study Duration	Install Notes
4	TBD	24 Hour Safety Study	TBD

Street Simplified will collect data and provide analytics at the location(s) listed above.

The agency has the ability to choose an alternate location not listed above in lieu of any location listed above with Street Simplified approval.

Studies can be either at separate locations or “before” and “after” evaluations at the same location. “Before” and “after” evaluations count as two studies. After studies must be completed within 18 months of before evaluation.

Attachment 3: Deliverables

Safety Report

The Street Safety Team will generate a full analytics report per location studied. We will identify the priority safety risks for each location and present to the client what solutions are appropriate. The Street Safety Report is a customized summary of the safety findings that examines the site’s crash data (if available), highest risk near-crash conflict pairs, road geometry and roadway elements, and any elevated levels of red-light running, speeding, intersection blocking, otherwise dangerous maneuvers, & vulnerable road user compliance or lack thereof.

Processing

Video processing will be provided for the collection period. Collection periods are typically 24 hours but can range from 16 to 29 hours depending on the battery life. Street can conduct long-duration studies, including up to 7 days of video to be processed, upon request and acceptance of rates.

Street Analytics

- Turning Movement Counts
- Speed Analytics & Advanced Speed Plots
- Crosswalk Counts for Pedestrians and Cyclists
- Cyclist Turning Movement Counts

Street Safety Analytics

- Near-miss Analysis - videos, filtering, conflict map with trajectories

STREET

simplified

Speeding Analysis – vehicles traveling +10 MPH above Speed Limit
Crossing off crosswalks – Pedestrians and Cyclists

Light state Analytics

Red-Light Running
Crosswalk crossing on opposing green – Pedestrians & Cyclists
Intersection blocking

Platform & Exports

Online dashboard with agency login
CSV export options
Video content downloadable with agency login
Unlimited, unrestricted access to platform - NO annual fee, NO subscription

Coverage Clarification

Signal state coverage will vary between locations and is performed on a good-faith effort and understanding. No guarantees are made with respect to signal state coverage at any location.

Light State Coverage may be completely unavailable at some locations, on certain approaches, or during certain periods of the day. Signal state coverage is only available at signalized intersections.

Signalized Pedestrian Crossing analysis cannot be guaranteed as it is often not visibly detectable.

Stop Sign Non-Compliance, Stopping on Railroad Tracks, & Failure to Yield to Pedestrians are manually extracted and verified for quality assurance purposes.

Some features may not be available at every location.

Some metrics will be extracted manually depending on study location complications. As such, some event types may not be provided on platform, however they will be provided to the client via cloud.

Slip lane coverage is not included in standard studies, but can be collected at additional cost.

Manual Verification Metrics

Lane Usage
Queue lengths and times
Failure to Yield to pedestrians
Stopping on the RailRoad Tracks

Data Quality Clarified

STREET

simplified

Quality of all analytics is not guaranteed at night, during sunrise, sunset, adverse weather conditions, or in cases where ideal mounting locations were not achievable. Features requiring light state are provided on a best-effort basis and depend on camera placement. With multiple cameras this is rarely detrimental to studies.

Slip lanes are not included in the standard scope of work for Street Simplified, which includes intersection analysis with a minimum of 2 cameras. Slip lane coverage, analysis, or counts are not included in a standard 4-camera study. If slip lane analytics are desired, this can be arranged with the use of additional cameras, which incurs additional cost, and must be agreed upon prior to the scope of work and price being finalized.

Some locations may require manual analysis, which may exclude some features on the visualization platform, and potentially delay delivery of the individual location(s). Street Simplified temporary cameras will be mounted to available infrastructure. In the event that there is not suitable infrastructure available, temporary infrastructure will be provided at the expense of the client.

Street Simplified makes a best effort attempt to collect data during the scheduling windows requested by the client. Once in the field, Street Simplified will collect the data for study locations even if construction or atypical conditions are present. This may result in atypical data patterns represented in the delivered analytics.

Multi-day studies need to be conducted consecutively

Attachment 4: Schedule of Services & Delivery

Order to Proceed

Data Collection

Typically within 2 weeks - larger projects require a longer lead time

Platform Delivery

Typically data is delivered to the platform within 3 weeks of data collection. Larger-scale projects may require additional processing time, but Street will push data to the platform as it processes.

The client will be given a secure login to the platform after the data is uploaded and analyzed by the AI system. This access is granted about 30 to 60 days after data is collected.

For temporary studies, the client will have unlimited unrestricted access to the data with no annual fees or subscriptions of any kind.

**Safety Report Delivery**

Delivery meetings are typically set 2-4 weeks after the data is available to the client on the cloud-based platform.

Safety Report Delivery - After the data is on the platform, our safety team will build a safety report for the client, which is presented in a Zoom/Teams meeting about 2 weeks after the platform data is accessible.

A copy of the Safety Report will be provided to the client in the form of a live link and a downloadable PowerPoint.

VISTA DEL SOL RESURFACING / RECONSTRUCTION

EXHIBIT D

Firm Name: Consor Engineers, LLC.							
Exhibit D Fee Summary							
Project: Vista Del Sol Resurfacing/Reconstruction							
Method of Payment: Lump Sum/Specified Rate							
Task	Consor Engineers LLC	Brock & Bustillos Inc.	CQC Testing and Engineering, LLC	Cobb Fendley	Street Simplified	Julie Gered, RAS	
	(PRIME)						TDLR
TASK 100 - Project Management & Administration	\$ 29,812.34						
TASK 200 - Roadway Design	\$ 183,081.87						
TASK 300 - Drainage Design	\$ 70,712.50						
TASK 400 - Traffic Design	\$ 53,725.85						
TASK 500 - Traffic Control Design	\$ 30,028.84						
TASK 600 - Surveying	\$ 59,950.00						
TASK 700 - Utility Management & Coordination	\$ 17,376.52						
TASK 800 - Storm Water Pollution Prevention Plan (SW3P)	\$ 17,809.01						
TASK 900 - Geotechnical Data Collection			\$ 56,246.00				
TASK 1000 - Public Involvement	\$ 16,619.52						
TASK 1100 - ADA Compliance & Requirements						\$ 5,000.00	
TASK 1200.1 - Bid Phase Services	\$ 20,301.92						
TASK 1200.2 - Construction Phase Services	\$ 57,507.78						
TASK 1300 - Subsurface Utility Engineering				\$ 39,753.00			
TASK 1400 - Safety/Analytics					\$ 40,000.00		
ODE's	\$ 4,469.75						
Sub Total:	\$ 501,445.90	\$ 59,950.00	\$ 56,246.00	\$ 39,753.00	\$ 40,000.00	\$ 5,000.00	
Grand Total:	\$ 702,394.90						

Lump Sum Design Fee Schedule Breakdown:	
30% Plan Submittal (Preliminary Engineering Design Report Submittal)	\$ 202,390.80
60% Plan Submittal	\$ 218,604.82
90% Plan Submittal	\$ 187,375.56
Final Submittal	\$ 16,214.02
Sub Total	\$ 624,585.20
Specified Rate Bid & Construction Schedule Breakdown:	
Bid Phase Services	\$ 20,301.92
Construction Phase Services	\$ 57,507.78
Sub Total	\$ 77,809.70
Grand Total	\$ 702,394.90

VISTA DEL SOL RESURFACING / RECONSTRUCTION
EXHIBIT D

Firm Name: Consor Engineers, LLC																	
Exhibit D : Fee Schedule																	
Method of Payment: Lump Sum																	
Project: Vista Del Sol Resurfacing/Reconstruction																	
LABOR CLASSIFICATION																	
Item - Task	Project Manager	Engineer (Senior)	Engineer (Design)	Engineer in Training II	Engineer in Training I	Engineer Technician Junior	Utilities Coordinator Senior	Utilities Coordinator	CADD Operator Senior	CADD Operator	Senior Public Involvement Specialist	Junior Public Involvement Specialist	Admin/Clerical	Total LOE (Hrs)	Total Cost (\$\$)		
Contract Rate (Hourly)	\$256.12	\$221.97	\$170.75	\$128.06	\$110.99	\$99.60	\$199.21	\$142.29	\$136.60	\$108.14	\$199.21	\$128.06	\$86.37				
I. MANAGING CONTRACTED ADVANCE PROFESSIONAL ENGINEERING SERVICES																	
TASK 100 - Project Management & Administration																	
100.1 Contract Management and Administration																	
Coordination with the City/State	16	32	8		4	4								64	\$13,409.32		
Prepare monthly written progress reports	8	8			4	4							12	36	\$5,691.52		
Develop and maintain detailed project design schedule	4	6			2	2								14	\$2,777.48		
Prepare, distribute and file written and electronic correspondence	4	4												8	\$1,912.36		
Sub contracts, monitor sub consultant activities, invoices	8	16			2	2								28	\$6,021.66		
SUBTOTAL	40	66	8		12	12							12	150	\$29,812.34		
TASK 200 - Roadway Design																	
200.1 Feasibility Studies (Pre-Design Report)																	
Data Collection and Field Reconnaissance	1		12		24	12								49	\$6,164.08		
Design Criteria		2	4		8	4								18	\$2,413.26		
Safety Audit/Analysis	4	8			24	12								48	\$6,659.20		
Define Resurfacing/Reconstruction Limits	2	8	16		8	4								38	\$6,306.32		
Develop Design Options (Reconstruction)	2	4	16		24	12				20				78	\$10,153.88		
Preliminary Cost Estimates	2		8		8	8								26	\$3,562.96		
Preliminary Design Layout	2	4	16		12	12				40				86	\$10,984.80		
200.2 Geometric Design																	
Preliminary Geometric Layout	2	2	6		6	6								22	\$3,244.22		
Preliminary 3D Corridor Model	2	4	12		12	12								42	\$5,976.20		
200.3 Roadway Design																	
Horizontal Geometry Design	2		2	8	8	8								28	\$3,562.94		
Vertical Geometry Design	2		4	12	12	12								42	\$5,259.04		
Prepare Plan & Profile Sheets: (100 SCALE - 1,100 FT/SHEET, 6 RESURF/3RECON)	6		12	24	40	40			24	160				306	\$35,663.56		
200.4 Typical Sections																	
Existing Typical Section	1			2	8	8				20				39	\$4,359.76		
Proposed Typical Section	1			8	12	12				40				73	\$8,133.28		
200.5 Cut and Fill Quantities																	
Refine Preliminary 3D Corridor	1		2	10	9	9								31	\$3,773.53		
Corridor Cross Section Sheets (Est. 70 Cross Sections @ 50-ft, RECON ONLY)	2			12	20	20				20				74	\$8,423.56		
Earthwork Calculations	1		2	6	12	12								33	\$3,893.06		
200.6 Plan Preparation																	
Title Sheet	1				2	2				12				17	\$1,974.98		
Index of Sheet	1				8	8				12				29	\$3,238.52		
General Notes Sheets	1		2		12	12				8				35	\$3,989.82		
Estimate & Quantity Sheets (E&Q)	2			4	10	10				20				46	\$5,293.18		
Alignment Data Sheets	1			4	4	4				16				29	\$3,340.96		
Demolition Sheets	2			8	12	12				60				94	\$10,552.20		
EPIC Sheet	1				6	6				8				21	\$2,384.78		
Design Standards and Detail Sheets	1		4		10	10				20				61	\$7,256.78		
Plan Review (60%, 90%, 100%, Final)	20		20	20										60	\$11,098.60		
200.7 Construction Schedule (60%, 90%, 100%)	8				16	16								40	\$5,418.40		
SUBTOTAL	71	32	138	134	327	283			24	456				1465	\$183,081.87		

VISTA DEL SOL RESURFACING / RECONSTRUCTION
EXHIBIT D

TASK 300 - Drainage Design																		
300.1 Data Collection																	17	\$2,293.72
300.2 Hydrologic Studies	1		4	4	4	4	4	4	4								48	\$6,112.80
300.3 Complex Hydraulic Design & Documentation																		
HEC-RAS Models	2		16	16	8	8											66	\$9,234.08
Storm System Design/Check	2		8	8	16	16											82	\$10,784.48
Cross Culvert Design/Check	2		8	8	8	8											50	\$6,843.60
H&H Report	2		20	20	8	8											94	\$12,592.12
300.4 Drainage Plan Preparations																		
External DA Map & Calc Sheets			4	4													24	\$2,925.48
Internal DA Map & Calc Sheets			2	2	8	8											60	\$7,336.42
Storm System Calcs					6	6											28	\$2,993.78
Hydraulic Data Sheets			4	4	2	2											32	\$3,961.34
Drainage Plan & Profile Sheets																	0	\$0.00
Culvert Layouts																	0	\$0.00
Drairage Detail & Standards																	0	\$0.00
Quantities																	0	\$0.00
300.5 QA/QC	8		12	12													32	\$5,634.68
SUBTOTAL	17		90	90	72	72											533	\$70,712.50
TASK 400 - Traffic Design																		
400.1 Signing																		
Small Sign Details	1		1		2	2		2									14	\$1,713.17
Summary of Large Guide Sign & Small Signs	1		6		6	6		6									35	\$4,274.40
Standards	1		1		2	2		2									10	\$1,280.61
400.2 Pavement Marking																		
Pavement Markings & Signing Layouts	2		10	10	30	30											206	\$23,910.44
Summary of Pavement Markings and Signing	1			1	2												8	\$1,038.72
Standards	1			1	2	2		2									10	\$1,237.92
400.3 Traffic signal Study	1		2	2													13	\$1,718.86
400.4 Traffic Signals																		
Existing Conditions Layout	1			1	6	6		6									30	\$3,377.96
Removal Layout	1			1	3	3		3									24	\$2,746.19
Traffic Signal Layout	1			2	6	6		6									31	\$3,506.02
Standards	1			1	2	2		2									10	\$1,237.92
400.5 QA/QC	16		12	12													40	\$7,683.64
SUBTOTAL	28		32	31	61	59											431	\$53,725.85
TASK 500 - Traffic Control Design																		
500.1 Traffic Control Plan																		
Sequence of Work Layout	1			2	4	4		4									27	\$3,084.84
Traffic Control Typical Sections & Plan Layouts	4		4	16	40	40		40									224	\$25,156.84
Traffic Control Plan Standards	1			2	4	4		4									15	\$1,787.16
SUBTOTAL	6		4	20	48	48		48									266	\$30,028.84
TASK 700 - Utility Management & Coordination																		
700.1 Utility Engineering and Coordination	1		4	8	4	4		4									117	\$17,376.52
SUBTOTAL	1		4	8	4	4		4									117	\$17,376.52
TASK 800 - Storm Water Pollution Prevention Plan																		
1000.1 Develope SW3P Layouts	2		6	12	15	15											98	\$11,423.03
1000.2 Calculate and Tabulate Quantities	2		6	8	12	12											52	\$6,385.98
SUBTOTAL	4		12	20	27	27		27									150	\$17,809.01
TASK 1000 - Public Involvement																		
1300.1 Support for Public Meeting 1	4																52	\$8,309.76
1300.2 Support for Public Meeting 2	4																52	\$8,309.76
SUBTOTAL	8																104	\$16,619.52

VISTA DEL SOL RESUFACING / RECONSTRUCTION
EXHIBIT D

TASK 1500 - Bid Phase Services & Construction Phase services																		
1500.1 Bid Phase Services																		
Prepare the Bid Proposal front end documents		2		4	6	12	12										36	\$4,490.68
Prepare any addenda to drawings or specifications		2		2	5	12	12					40					73	\$8,346.72
Attend the Pre-Bid Conference				2	5												7	\$981.80
Assist in responding to contractor questions		8		4	4												16	\$3,244.20
Assist in evaluating bids received and provide recommendation		4		6	6	2	2										20	\$3,238.52
SUBTOTAL		16		18	26	26	26	26				40					152	\$20,301.92
1500.2 Construction Phase Services																		
Attend preconstruction meeting		2															2	\$512.24
Review and approve Shop Drawings		6			20	20	20	20									66	\$8,309.72
Respond to RFIs		6			28	30	30	30				40					134	\$15,765.70
Attend Construction meetings (Weekly Meetings)		20			40												60	\$10,244.80
As-Built Preparation		8				12	12	12				40					72	\$8,901.64
Subtancial Completion Punch List		24				12	12	12									48	\$8,673.96
Public Involvement Updates		4				8	8	8									32	\$5,099.72
SUBTOTAL		70			88	82	82	82				80	12				414	\$57,507.78
PROJECT TOTALS (CONSOR)		261	98	306	417	659	613	16	80	48	1064	44	64	12			3782	\$496,976.15

VISTA DEL SOL RESUFACING / RECONSTRUCTION
EXHIBIT D

PROJECT: Vista Del Sol					
CONSOR Engineers, LLC.					
OTHER DIRECT EXPENSES					
Other Direct Expenses	UNITS	UNITS	RATE	COST	
Mileage (Current state rate)	mile	100	\$0.655	\$65.50	
8½"X11" BW Paper Copies	each	500	\$0.15	\$75.00	
11"X17" BW Paper Copies	each	500	\$0.25	\$125.00	
8½"X11" Color Paper Copies	each	100	\$1.00	\$100.00	
11"X17" Color Paper Copies	each	50	\$1.25	\$62.50	
Task 1300.1 Support for Public Meeting #1					
4' x 5' Color Boards Mounted on Foamcore	each	10	\$150.00	\$1,500.00	
8½"X11" BW Paper Copies	each	100	\$0.15	\$15.00	
8½"X11" Color Paper Copies	each	100	\$1.00	\$100.00	
CADD Plotting Roll Map (B&W, Unmounted)	linear foot	40	\$1.30	\$52.00	
Names tags (25)	each	1	\$15.00	\$15.00	
Task 1300.2 Support for Public Meeting #2					
8½"X11" BW Paper Copies	each	100	\$0.15	\$15.00	
8½"X11" Color Paper Copies	each	100	\$1.00	\$100.00	
CADD Plotting Roll Map (B&W, Unmounted)	linear foot	40	\$1.30	\$52.00	
4' x 5' Color Boards Mounted on Foamcore	each	10	\$150.00	\$1,500.00	
Names tags (25)	each	1	\$15.00	\$15.00	
Task 1300 Public Involvement Support					
Postage via First Class Mail	each	25	\$0.66	\$16.50	
8½"X11" BW Paper Copies	each	25	\$0.15	\$3.75	
8½"X11" Color Paper Copies	each	100	\$1.00	\$100.00	
Task 1200.2 Stakeholder Support					
8½"X11" BW Paper Copies	each	50	\$0.15	\$7.50	
8½"X11" Color Paper Copies	each	50	\$1.00	\$50.00	
Postage via Certified Mail	each	25	\$20.00	\$500.00	
			TOTAL	\$4,469.75	

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

For the “Civil Engineering Professional Services for the Vista Del Sol Drive Resurfacing/Reconstruction 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 “Civil Engineering Professional Services for the Vista Del Sol Drive Resurfacing/Reconstruction Project”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$702,394.90** 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

Preliminary Design (30%)	\$202,390.80
Pre-Final Design (60%)	\$218,604.82
Final Design (90%)	\$187,375.56
Final Submittal	\$16,214.02
Bidding	\$20,301.92
Construction	<u>\$57,507.78</u>
Total	<u>\$702,394.90</u>

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 September 1st of any given year, to coincide with the Owner's fiscal year.

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

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

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

DELIVERABLE SCHEDULE

CONCEPT PHASE

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

PHASE I—PRELIMINARY DESIGN PHASE

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

PHASE II—PRE-FINAL DESIGN PHASE

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

PHASE III—FINAL DESIGN PHASE

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

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

PHASE IV—BIDDING PHASE

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

PHASE V - CONSTRUCTION PHASE

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

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2024

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

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

PRODUCER MARSH USA LLC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN144764051--GAUWP-23-24 2025 0091R	INSURER(S) AFFORDING COVERAGE	
INSURED Conzor Engineers, LLC 6505 Waterford District Drive, Suite 470 Miami, FL 33126	INSURER A: Continental Casualty Company	NAIC # 20443
	INSURER B: N/A	N/A
	INSURER C: National Fire Insurance Company	20478
	INSURER D: Axis Surplus Insurance Company	26620
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

SEA-004066697-01

REVISION NUMBER: 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		7036360752	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		BUA 7036360766	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 7 36465081 (AOS) WC 7 36441749 (CA)	12/31/2023 12/31/2023	12/31/2024 12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof & Environmental Liability			EBZ634816/01/2023 (Ded:\$500,000)	12/31/2023	12/31/2024	Per Claim 1,000,000 Aggregate 1,000,000

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

Re: Client Project Number 2025-0091R

City of El Paso is included as additional insured where required by written contract with respect to general and auto liability.

CERTIFICATE HOLDERCity of El Paso
218 N. Campbell, 2nd Floor
El Paso, TX 79901**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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