

**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 **WSP USA Inc.** a New York, USA, foreign for-profit in corporation authorized transact business in Texas, for a project known as “2025-0344R Architect and Engineering Services for the Sunland Park Shared Use Path Project” for an amount not to exceed \$799,621.05; 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 \$899,621.05; 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.

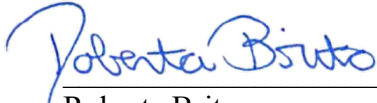
### CITY OF EL PASO:

\_\_\_\_\_  
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 #2025-0344R AE SERVICES FOR THE SUNLAND PARK SHARED USE PATH PROJECT

CONSULTANT	AECOM	BARTLETT WEST	BROCK BUSTILLOS	CEA	GRV	HUITT ZOLLARS	MORENO CARDENAS	ROOT	WSP
Rater 1	78	85	75	84	90	81	88	9	88
Rater 2	81	74	58	62	62	80	56	4	81
Rater 3	65	66	59	64	64	64	60	23	64
Total Rater Scores	224	225	192	210	216	225	204	36	233
References	7.66	3.2	7.77	8.03	7.55	7.27	7.56	0	6.7
Overall Score:	231.7	228.2	199.8	218.0	223.6	232.3	211.6	36.0	239.7
	3	4	8	6	5	2	7	9	1

Rankings	Consultant
1	WSP
2	HUITT ZOLLARS
3	AECOM

Rankings	Consultant
4	BARTLETT WEST
5	GRV
6	CEA

Rankings	Consultant
7	MORENO CARDENAS
8	BROCK BUSTILLOS
9	ROOT



THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO   )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and WSP USA Inc., a New York, USA, Foreign For-Profit Corporation Authorized to Transact Business in Texas professional limited liability company, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “**2025-0344R AE Services for the Sunland Park Shared Use Path Project**” hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.  
ATTACHMENTS**

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

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

**ARTICLE II.  
PROJECT**

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

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

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

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

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

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

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **\$799,621.05** 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 allocated is **\$6,500,000.00**, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

## ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Regulations.

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

## **ARTICLE VII. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

#### **7.6 CONTRACTING INFORMATION**

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

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

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

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

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

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

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

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

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

To the Consultant:                      WSP USA INC.  
   Attn: Ioannis Tassoulas  
   1601 South Mopac Expwy, Suite 325D  
   Austin, Texas, 78746

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

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

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

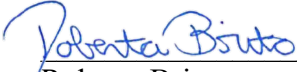
**7.15 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm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

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

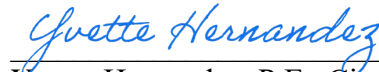
**CITY OF EL PASO:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

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

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

**My commission expires:**

\_\_\_\_\_

*(Signatures begin on following page)*

CONSULTANT:

By: Arash Saeedi  
Name: Arash Saeedi  
Title: Local Business manager

ACKNOWLEDGEMENT

THE STATE OF Texas §  
§  
COUNTY OF Williamson §

This instrument was acknowledged before me on this 23<sup>rd</sup> day of September, 2025  
by Arash Saeedi, on behalf of Consultant. <sup>+</sup>

Harold Wesley Douglas  
Notary Public, State of Texas

My commission expires:

10-15-2025



**ATTACHMENT “A”  
SCOPE OF SERVICES**

## **EXHIBIT A**

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

#### **Project Summary:**

The Sunland Park Shared Use Path Project (Solicitation #2025-0344R) is approximately 0.75 miles from Cadiz St to Mesa St. This project will consist of completing a gap in the current pedestrian/bicycle path by adding a Shared Use Path (SUP) on top of the existing Playa Drain adjacent to Sunland Park Dr. Improvements will also include illumination, drainage improvements (including to Thunderbird Pond), and landscaping.

Professional services provided by WSP USA (The Engineer) will include the preparation of plans, specifications, and estimates (PS&E) and related documents. These services will generally include environmental design, surveying, development of roadway/path geometry, drainage study for the Playa Drain that includes any impacts to the existing channel, geotechnical investigation, Subsurface Utility Engineering (SUE) investigation, utility coordination, illumination, and support of bidding/construction phases.

#### **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 the 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 the selection of materials and equipment with the City support departments.

### **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, and procedures.

- 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.
- I. Coordinate with internal team including on a regular basis (including subs)

### **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 to commencing the PS&E phase of the project for a design that consists of replacing the existing channel with box culverts with the proposed SUP on top. The report shall contain but not limited to a preliminary horizontal and vertical alignment, design criteria summary, a proposed roadway typical section, recommended resurfacing/reconstruction limits based on geotechnical information, pavement structures, ADA inventory, safety enhancements, and 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 included with the 60%, 100%, updated 100% and bid phase design milestones. 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%, 95%, 100%, and RTL design phases.

### **200.7 Construction Schedule:**

The Engineer shall meet with City of El Paso Project Manager and Construction Manager to determine the construction schedule. The schedule shall take into account the 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:**

#### **Refer to Omega Engineers Attachment**

If it is determined the option presented in the Pre-Design report is not feasible due to hydraulic constraints, a separate scope and fee would be required.

### **TASK 400 Traffic Design**

#### **400.1 Signing:**

The Engineer shall prepare drawings, specifications, and details for all signs in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim, and permanent signing strategies and placement of signs outside contract limits. The Engineer shall:

- A. Prepare small sign layouts, quantity summary, and summary of small signs to be removed, relocated, replaced, and installed.
- B. Illustrate and number the proposed signs on plan sheets.
- C. Include City of El Paso or TxDOT Standards and Details for overall signing strategies and placement of signs, including miscellaneous details that have been approved for use.
- D. Prepare and provide specifications and details for signs.

#### **400.2 Pavement Markings:**

The Engineer shall prepare drawings, specifications, and details for all pavement markings and channelization devices in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim, and permanent pavement marking strategies.

- A. The Engineer shall detail permanent pavement markings and channelization devices on plan sheets.
- B. The Engineer shall select pavement markings from the latest City of El Paso and TxDOT standards.
- D. The Engineer shall provide the following information on pavement marking layouts:
  - 1. Shared-Use Path layout.
  - 2. Center line with station numbering.
  - 3. Culverts and other structures that present a hazard to traffic.
  - 4. Location of utilities.
  - 5. Existing signs to remain, to be removed, to be relocated and/or replaced.
  - 6. Proposed signs (illustrated, numbered and size).
  - 7. Proposed markings (illustrated and quantified) which include pavement markings, object markings, and delineation.
  - 8. Quantities of existing pavement markings to be removed.

9. Proposed delineators, object markers, and mailboxes.
10. Right-of-way limits.
11. Direction of traffic flow on shared-use path.

### **400.3 Illumination Design**

The illumination work for this project is limited to the Shared Use Path from Cadiz St to N Mesa St and includes city-approved illuminated solar bollards or other solar powered lights. The Engineer shall collaborate with the City to determine and obtain approval for the solar lights selection. Existing illumination within the project limits shall not be incorporated into the proposed design. Illumination element details including any structure-mounted details shall be included in the plans. The Engineer shall prepare the associated specifications and provisions.

The Engineer shall design and provide the following:

2. General notes and Specification data
  - a. Update Special Specifications and Special Provisions.
    - a. Assuming that the city already has a preferred illumination bollard design.
  - a. List of all bid items and quantities
4. Illumination layout (to be included in roadway plan sheets)
  - f. Miscellaneous Illumination Details (95%, & Final Submittal)

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

#### **500.1 Traffic and Pedestrian Control Plan:**

A detailed TCP shall be developed in accordance with Revision 2 or the 2011 edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The Engineer is to implement the current Barricade and Construction (BC) standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers.

- a) The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag-person, signals, etc.). The Engineer shall show temporary detours required to maintain lane continuity throughout the construction phasing. If temporary retaining walls are required, show the limits on the applicable TCP.
- b) The Engineer shall assist the City in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists and neighborhoods.
- c) Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the City in the event existing access must be eliminated and must receive approval from the City prior to any elimination of existing access.
- d) Design temporary drainage to replace existing drainage disturbed by construction activities as needed.
- e) Prepare each TCP in coordination with the City. The TCP shall include interim signing for every phase of construction. Interim signing shall include regulatory, warning, construction, route, and guide signs.

- f) Maintain continuous access to abutting properties during all phases of the TCP.
- g) Make reasonable efforts to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the City in writing of the need and justification for such action. The Engineer shall identify and coordinate with all utility companies for relocations required.
- h) Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
- i) Include the work limits, the location of channelizing devices, positive barriers, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.

**TASK 600 Surveying**

**Refer to Barragan & Associates Attachment**

**TASK 700 Utility Management & Coordination**

**Refer to CONSOR Engineers Attachment**

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

**Refer to Omega Engineers Attachment**

**TASK 900 Geotechnical Data Collection**

**Refer to WSP USA Geotechnical Attachment**

**TASK 1000 Public Involvement**

**1000.1 Public Meeting**

The Engineer will supply bilingual public meeting materials for one (1) public open house meeting. Materials will include a presentation and up to 8 display boards.

**1000.2 Project Coordination Meetings**

The Engineer shall coordinate and participate in meetings necessary for effective project delivery. This includes coordination with the City of El Paso and internal WSP teams. Meetings may be held virtually or in-person and will support schedule tracking, alignment on deliverables, and timely issue resolution. The Engineer will prepare agendas/minutes, facilitate discussions, and follow up on key action items as needed.

**Assumptions:**

- A. The City will host and coordinate one in-person public meeting with a virtual option if the City deems it necessary.
- C. City of El Paso will provide security for the public meeting, if deemed necessary.
- D. Local WSP staff will attend the public meeting in person to provide public meeting support. Other WSP staff will attend the meeting virtually, if deemed necessary.
- E. Mileage and per diem expenses will be covered as needed, within the total project budget.
- F. City of El Paso staff will only conduct one (1) round of proposed edits for the public meeting

project materials.

- G. City staff will only conduct one (1) round of proposed edits for the public meeting presentation and display boards.
- G. If a project-specific public hearing is required, a separate scope and fee would be required.

### **TASK 1100 ADA Compliance & Requirements**

**Refer to Development Associates of Texas Attachment**

### **TASK 1200 Bid Phase Services**

#### **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 to be advertised as a unit price contract.

### **TASK 1300 Bid & Construction Phase Services**

#### **1300.1 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 the Owner
- E. Produce and provide a set of reproducible (11”x17”) and electronic “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 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 to and established by the City Project Manager
- D. Participate in punch list inspections as scheduled by the City Project Manager
- E. Prepare schedule of materials testing frequency based on the proposed bid items

If ProCore services are requested, a separate scope and fee would be required.

**TASK 1400 Subsurface Utility Engineering**  
**Refer to Cobb Fendley & Associates Attachment**

**TASK 1600 Environmental Permitting/Planning**

**1600.1 ECOS Scoping**

The Engineer shall work with the City and TxDOT to scope the project in TxDOT's Environmental Compliance Oversight System (ECOS).

**1600.2 Work Plan Development (WPD) Forms**

The Engineer shall provide a project description and necessary responses to the WPD to allow TxDOT to complete the WPD in ECOS for the project.

**1600.4 Draft & Final Updated Species Analysis Documentation**

The Engineer shall perform desktop and field analysis to support preparation of TxDOT ENV's Species Analysis Spreadsheet and Species Analysis form. The Engineer shall download the current version of TxDOT ENV's Species Analysis Spreadsheet and Species Analysis form from ENV's online toolkit. The Engineer shall prepare TxDOT ENV's Species Analysis Spreadsheet and Species Analysis form in accordance with TxDOT ENV's Environmental Guide Volume 2 Activity Instructions from TxDOT ENV's online toolkit.

**1600.5 Archeological Background Study**

**Refer to ERG Attachment.** The Engineer shall perform oversight of the development of the draft and final Archeological Background Study.

**1600.6 Texas Antiquities Permit Application**

**Refer to ERG Attachment.** The Engineer shall perform oversight of the development of the draft and final Texas Antiquities Permit Application.

**1600.6 Archeological Survey Report**

**Refer to ERG Attachment.** The Engineer shall perform an oversight of the development of the draft and final Archeological Survey Report.

**1600.7 Draft & Final Community Impacts Assessment Technical Report Form**

The Engineer shall provide a draft and final community impacts assessment technical report form. The Engineer shall download the current version of TxDOT ENV's community impacts assessment technical report form from ENV's online toolkit.

**1600.9 Historic Resources Project Coordination Request Form**

The Engineer shall perform oversight of the development of the draft and final Historic Resources Project Coordination Request Form.

**1600.10 Section 4(f) *de minimis*/Chapter 26 Evaluation**

It is assumed that no impacts will occur on historic properties that fall within Section 4(f) of the Department of Transportation Act and Chapter 26 of the Parks and Wildlife Code. If section 4(f) of the Department of Transportation Act and/or Chapter 26 impacts are determined, a separate scope and fee would be required.

### **1600.13 Draft & Final Surface Water Analysis Form**

The Engineer shall download and use the latest version of TxDOT ENV's Form: Surface Water Analysis from the TxDOT Environmental Compliance Toolkits website. The task may include a single site visit to the proposed project area to identify site conditions, if needed, to effectively complete the surface water analysis form. The draft and final deliverables will include identification of sources for supporting documentation on the surface water analysis form for the following resource disciplines: Section 404 of the Clean Water Act, Section 303(d) of the Clean Water Act, General Bridge Act/Section 9 of the Rivers and Harbors Act, Section 10 of the Rivers and Harbors Act, Section 401 of the Clean Water Act, Executive Order 11990 Protection of Wetlands, and Executive Order 11988 Floodplain Management, as applicable.

The Engineer shall provide a draft and final surface water analysis form, including identification of sources for supporting documentation.

### **1600.17 Maintain Project File**

The Engineer shall maintain the project file including all draft and final documents in native formats.

### **TASK 1700 Structural Design**

Structural design for drainage structures follow requirements of AASHTO LRFD Bridge Design Specification and TxDOT Bridge Design Manual – LRFD. Design details are developed in Bentley Open Roads Designer with construction plans printed on 11"x17" sheets in .pdf format. Construction details, quantities, and units of measure adhere to TxDOT Standard Specifications for Construction and Maintenance of Highway, Street, and Bridges. TxDOT Standard Details are used where applicable.

The SUP is assumed to be on fill over concrete culverts and **not** on a dedicated support structure/bridge with columns, beams, or decks. Also, it is assumed grading is achieved with sloped embankments such that retaining walls are not required. Culvert Layouts and details are included in Scope for TASK 300 Drainage Design. However, non-standard drainage structure design is included under this TASK. If the fill over concrete culvert option is deemed infeasible, a separate scope and fee would be required to design alternative structures.

#### **1700.1 Preliminary Design:**

- A. Develop existing structures in CAD models following as-built plans and survey.

#### **1700.2 Drainage Structures**

- A. Design and develop details for non-standard culvert connections (up to two (2) different configurations).
- B. Design and develop details for drainage inlet (one (1) type).
- C. Design and develop details for a splitter box (one (1) type) in detention pond located at NW corner of N Mesa St and Shadow Mountain Dr.
- D. Calculate Estimated Quantities and include on detail sheet.

#### **1700.3 Other PS&E Deliverables**

- C. Identify and develop Special Specifications that may be required for structural conditions where Standard Specifications are not available.
- D. Develop Construction Cost Estimate for structures.

## **TASK 1800 Landscape Architectural Design**

Landscape Architectural design of the Shared Use Path (SUP) corridor, shall include conceptual path layout, landscape planting design for vegetative shade, screening, buffering and aesthetics, landscape planting and associated grading design for stormwater quantity and quality control and support of vegetation health, aesthetic design and detailing of walls and pavements, and aesthetic design selection and detailing of site furnishings, solar bollards, railings, signage, and fencing as required. Design of SUP landscape features will follow requirements of the City of El Paso, AASHTO LRFD Guide Specification for the Design of Pedestrian Landscapes, and AASHTO Guide for Bicycle Facilities. Design plans and details are developed using Bentley Open Roads Designer software with construction drawings printed on 11"x17" sheets in .pdf format. Construction details, quantities, and units of measure adhere to TxDOT Standard Specifications for Construction and Maintenance of Highway, Street, and Landscapes. TxDOT Standard Details are used where applicable.

### **1800.1 Data Collection:**

- A. Review the City of El Paso Landscape Ordinance, Sections 18.46 and 18.47 for applicable landscape and irrigation requirements. Meet with the City of El Paso officials to confirm applicable ordinance requirements.
- B. Coordinate with City of El Paso officials and other stakeholders to select desired features, furnishings, amenities, and aesthetics for the SUP corridor. Obtain as-built plans of existing projects and structures within and adjacent to the SUP corridor. Obtain as-built drawings of existing site projects within the community that contain examples of desired reference furnishings, or aesthetic detailing for the SUP corridor and review as-built plans.
- C. Coordinate with the Civil and Survey team to incorporate survey into site and landscape plans and review for accuracy relative to comparison with site investigation and as-built plans.
- D. Coordinate with the design team to review survey, plan and photo documentation to confirm existing conditions, safety concerns, project constraints, adjacent SUP access opportunities, views, and privacy screening needs related to potential SUP alignment alternatives.
- E. Coordinate with the Civil team to review existing stormwater and utility types, layout, structures, and locations.
- F. Coordinate with Geotechnical team to identify soil types, depths, and percolation capacity, related to ability to support viability of plantings and provide an adequate pavement base. Review geotechnical data and reports to incorporate recommendations into landscape and pavement designs.
- G. Coordinate with the Drainage team for vegetated swale detention and stormwater filtering opportunities, and planter underdrain connections.

### **1800.2 Conceptual Design:**

- A. Prepare conceptual SUP alignment base plan drawing with current survey and as-built plan information.
- B. Research and prepare conceptual plant palette.



- C. Provide images for City selection of proposed materials and products for retaining walls, screen walls, decorative fencing, guardrails and SUP identification signage.
- D. Provide a conceptual SUP alignment plan with proposed landscape development, structures, walls, fencing, site furnishings, and illumination.
- E. Incorporate City of El Paso accepted design preferences provided by City of El Paso residents, officials and stakeholder comments into the preliminary design.

**1800.3 Landscape Design:**

- A. Prepare a detailed landscape planting design.
- B. Prepare landscape planting plans and enlarged planting plans.
- C. Prepare project plant palette for all site conditions.
- D. Coordinate planting design with Irrigation design team.
- E. Coordinate landscape and SUP light fixture locations with the Illumination design team.
- F. Prepare landscape and plant installation design detail sheets.
- G. Prepare landscape planting installation, establishment, and maintenance notes and schedules.
- H. Address City of El Paso officials and stakeholder comments and revise construction documents for permits and bidding.

**TASK 1900 Irrigation**

**Refer to Sites Southwest 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 the 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 vendors 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 for 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 for pulling permits. The pulling of permits shall be the responsibility of the contractor. The City of El Paso Planning and Inspections Department shall be responsible for reviewing 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 of all documents that include but are not limited to; 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.

It is assumed that the design will focus on existing public ROW and no rezoning, or land acquisition is currently planned. Permit fees are not included, and it is anticipated that fees will be covered by the contractor or waived by the City.

**PRODUCTS REQUIRED:**

Drawings and Specifications:

### **Pre-Design Report (30%)**

The firm shall prepare a Pre-Design Analysis Engineering Report to include the following:

- Evaluate existing ROW and expected ROW acquisition if any
- 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 other bicycle and pedestrian improvements
- Provide draft TCP narrative

### **Public Involvement:**

- Fact Sheet
- Presentation (1 per meeting)
- Display Boards (up to 8)

### **60% Design:**

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

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Illumination 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)
- Outline of Specs (100% complete)
- Landscape plan (90% complete)
- Typical Landscape details (90%)
- Irrigation Layout (75% complete)
- 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)
- TxDOT Form 1002
- TxDOT Form 2443
- TxDOT Form 2229

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)
- Irrigation Layout (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 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)
- Irrigation Layout (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)

The consultant shall re-submit the 95% documentation with City and TxDOT's comments addressed. 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.

**Ready to Let (RTL) Design, Ready to Bid:**

The firm shall re-submit the 100% documentation with City comments addressed.

**Bidding and Construction:**

The firm shall provide constructability, ability to bid, and 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 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 or unknown 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, updated final design and bid phase follows:

- |  |                              |
|--|------------------------------|
| • Pre-Design Report (upon receipt of survey/SUE):          | 60 consecutive calendar days |
| • Pre-Final Design Phase (60%):                            | 75 consecutive calendar days |
| • Final Design Phase (95%):                                | 60 consecutive calendar days |
| • Updated Final Design Phase (Updated 100%, Ready to Let): | 30 consecutive calendar days |
| • Bid Phase (Ready to Bid, Signed and Sealed):             | 15 consecutive calendar days |

The City of El Paso, Texas Department of Transportation (TxDOT) and third-party reviews are not included in this schedule.

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



Sunland Park SUP											
LUMP SUM											
TASKS	Description	Prime Provider: WSP USA, Inc.	Subprovider: Omega Engineers	Subprovider: Barragan & Associates	Subprovider: CONCOR Engineers	Subprovider: Development Associates of Texas	Subprovider: ERG	Subprovider: Cobb Fendley & Associates	Subprovider: Sites Southwest	TOTAL	
100	Project Management & Administration	\$45,334.06								\$45,334.06	
200	Roadway Design	\$151,906.00								\$151,906.00	
300	Drainage Design		\$184,877.07							\$184,877.07	
400	Traffic Control Design	\$26,147.87								\$26,147.87	
500	Surveying	\$6,983.30								\$6,983.30	
600	Utility Management & Coordination		\$28,620.00							\$28,620.00	
700	Geotechnical Data Collection	\$11,720.00			\$26,711.00					\$26,711.00	
800	Public Involvement	\$14,301.87								\$14,301.87	
1000	ADA Compliance & Requirements					\$3,850.00				\$3,850.00	
1100	Subsurface Utility Engineering						\$8,288.52			\$8,288.52	
1400	Environmental Permitting/Planning	\$41,206.17						\$35,750.00		\$35,750.00	
1600	Structural Design	\$55,380.14						\$49,494.69		\$49,494.69	
1700	Landscape Architectural Design	\$44,089.86						\$55,380.14		\$55,380.14	
1800	Irrigation							\$44,089.86		\$44,089.86	
1900								\$10,360.00		\$10,360.00	
LUMP SUM SUBTOTALS		\$397,069.26	\$184,877.07	\$28,620.00	\$26,711.00	\$3,850.00	\$8,288.52	\$35,750.00	\$10,360.00	\$685,525.85	
TIME & MATERIALS											
1200	Bid Phase Services	\$12,811.05								\$12,811.05	
1300	Construction Phase Services	\$33,635.14	\$34,615.12		\$6,262.09					\$33,635.14	
TIME & MATERIALS SUBTOTALS		\$46,446.19	\$34,615.12	\$0.00	\$6,262.09	\$0.00	\$0.00	\$0.00	\$0.00	\$46,446.19	
OTHER DIRECT EXPENSES											
	Other (see Exp tab)	\$12,086.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,086.80	
OTHER DIRECT EXPENSES SUBTOTALS		\$12,086.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,086.80	
LUMP SUM/TIME & MATERIALS SPLIT											
Bid & Construction Phase Services (Time and Material)		\$409,156.06	\$184,877.07	\$28,620.00	\$26,711.00	\$3,850.00	\$8,288.52	\$35,750.00	\$10,360.00	\$707,672.65	
		\$46,446.19	\$34,615.12	\$0.00	\$6,262.09	\$0.00	\$0.00	\$0.00	\$0.00	\$46,446.19	
TABLE OF DELIVERABLES (LUMP SUM)											
	Pre-Design Report	30%	30%	100%	20%				30%	\$271,854.10	
	60% Design	30%	30%		20%				30%	\$3,108.00	
	95% Design	30%	30%		20%	22%			30%	\$3,108.00	
	100% Design	5%	5%		20%	\$830.00			5%	\$3,108.00	
	Ready To Let (RTL) Plans	5%	5%		20%		100%		5%	\$43,246.04	
	SUE Q1-B	\$19,853.46	\$9,243.85		\$5,342.20		\$8,288.52		5%	\$518.00	
		\$19,853.46	\$9,243.85		\$5,342.20			71%		\$34,957.52	
	SUE Q1-A							71%		\$25,320.00	
								29%		\$10,430.00	
	RAS Inspection					78.4%				\$10,430.00	
	Total	\$397,069.26	\$184,877.07	\$28,620.00	\$26,711.00	\$3,850.00	\$8,288.52	\$35,750.00	\$10,360.00	\$685,525.85	
		100%	100%	100%	100%	100%	100%	100%	100%		
PROVIDER SUMMARY											
PROVIDER SUBTOTALS		\$465,602.25	\$219,492.19	\$28,620.00	\$32,973.09	\$3,850.00	\$8,288.52	\$35,750.00	\$15,045.00	\$799,621.05	
Percentage		57.0%	27.4%	3.6%	4.1%	0.5%	1.0%	4.5%	1.9%	100.0%	
DBE %			27.4%	3.6%						31.0%	
TOTAL FOR THIS WORK AUTHORIZATION											\$799,621.05

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Prime Provider: WSP USA, Inc.  
City of El Paso Sunland Park Shared Use Path  
Solicitation #2025-0344R

[illegible]

Prime Provider: WSP USA, Inc.  
City of El Paso Sunland Park Shared Use Path  
Solicitation #2025-0344R

TASK DESCRIPTION	Contract rate	Basis	Engineer-In- Training	Engineer Sr (Structural)	Landscape Architect	Project Engineer	Project Manager	Public Involvement Officer	TOTAL HOURS/COST
			\$ 125.62	\$ 326.23	\$ 194.71	\$ 298.64	\$ 313.62	\$ 136.03	
TASK 1200 Bid & Construction Phase Services									
1200.2 Construction Phase Services									
A	Prepare and Provide conformed revised construction documents		8			8	2		18
C	Participate in one (1) virtual Pre-Construction Meeting					2	2		4
D	RFIs (10 Max)		10			10	10		30
F	Shop Drawing Review (20 sheets max)					20	5		25
G	Construction Meetings (10 Max) (virtual)					10	10		20
H	Site Visits (2 Max)					8	8		16
I	Attend final walkthrough and punch list review.					4	4		8
HOURS SUB-TOTALS									
			18	0	0	62	41	0	121
SUB-TOTAL LABOR COSTS									
			\$2,261.19	\$0.00	\$0.00	\$18,515.43	\$12,858.52	\$0.00	\$33,635.14

**Expenses: Prime Provider: WSP USA, Inc.**  
**City of El Paso Sunland Park Shared Use Path**  
**Solicitation #2025-0344R**

Other Direct Expenses	UNITS	FIXED COST	MAXIMUM COST	QUANTITY	TOTAL COST
Lodging/Hotel - Taxes and Fees	day/person		\$150.00	9	\$1,350.00
Lodging/Hotel (Taxes/fees not included)	day/person		\$100.00	9	\$900.00
Lodging/Hotel - Taxes and Fees	day/person		\$45.00		\$0.00
Lodging/Hotel (Taxes/fees not included)	day/person		\$94.00		\$0.00
Meals (excluding alcohol & tips) (Overnight stay required)	day/person	\$60.00		24	\$1,440.00
Meals (excluding alcohol & tips) (Overnight stay required)	day/person	\$50.00			\$0.00
Mileage	mile		\$0.700	834	\$583.80
Rental Car Fuel	gallon		\$4.00	120	\$480.00
Rental Car (includes taxes and fees; insurance costs will not be reimbursed)	day		\$75.00	9	\$675.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person		\$650.00		\$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		\$530.00	6	\$3,180.00
Flights	Rd Trip/person		\$300.00	7	\$2,100.00
Toll Charges	each		\$12.00	4	\$48.00
Database Search	each		\$1,200.00		\$0.00
Field Supplies	each		\$50.00	1	\$50.00
Presentation Boards 24"x36" Color Mounted	each		\$80.00	16	\$1,280.00
<b>Other Direct Expense Total</b>					<b>\$12,086.80</b>

## **TASK 300 Drainage Design:**

### **300.1 Data Collection:**

- A. Acquire and review all pertinent shapefiles, previous studies, and models.
- B. Compile Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) reports and available data.
- C. Perform site visits to observe current conditions and document field inspections with digital photos.

### **300.2 Hydrologic Studies:**

- A. Perform Site Visits and compile a Field Report with georeferenced photographs.
- B. Calculate discharges using appropriate hydrologic methods per the current City of El Paso's Drainage Design Manual.
- C. Consider pre-construction and post-construction conditions in the hydrologic study.
- D. Delineate drainage area boundaries and hydrologic parameters such as impervious covered areas, flow paths, and slopes from appropriate sources including, but 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.
- E. Define, at a minimum, the "design" frequency to be specified in this Work Authorization and the 1% Annual Exceedance Probability (AEP) storm frequency.
- F. Compare calculated discharges to effective FEMA flows. If calculated discharges are to be used in the model instead of the effective FEMA flows, full justification must be documented.
- G. Thunderbird pond efficiency analysis. Hydrologic modeling will be conducted to evaluate runoff patterns and optimize the timing of inflow and outflow to the pond system. The goal is to optimize pond use with the intent of preserving existing downstream drainage infrastructure for cost savings.

### **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 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 for the proposed alternative. Impacts will be determined both upstream and downstream of the drainage structures and at key locations in the floodway.



- E. Use hydrograph calculations and peak flows to determine if detention pond modifications are required.
- F. Preparation of Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) are not included in this scope. The Engineer will provide mitigation measures to keep the Water Surface Elevation (WSEL) within one foot from effective WSELs and will notify the City if the existing conditions cannot be met.
- G. Prepare the H&H Report detailing data collection, assumptions, methodology used, single alternative analysis, results, and recommendations. If the recommended alternative does not meet the design criteria for the use of existing infrastructure, a supplemental agreement will be required to include additional alternative(s) analysis. This scope does not include the analysis of any additional alternative(s).
- H. Revise the Drainage Report based on CoEP comments.
- I. Improvements to Thunderbird Pond will focus on maximizing storage efficiency by increasing the volume of water temporarily detained before being released, maintaining the stability of the pond, downstream channel, and drainage infrastructure. This approach minimizes immediate outflow and better regulates discharge into the downstream system, improving the functionality of existing culverts. The emergency overfall structure is included in the restrictor and outfall structure improvements.
- J. Upgrade drainage structures. The existing culvert systems at Fiesta St. and Cadiz St. will be upgraded to enhance capacity and hydraulic performance, if needed, based on analysis. These improvements will ensure efficient conveyance of stormwater runoff from upstream areas to downstream drainage facilities. The upgrade will improve system reliability and reduce the risk of localized flooding during major storm events.
- K. A new manhole structure will be designed to accommodate the intersection of multiple drainage elements, including box culverts and reinforced concrete pipes (RCPs), converging near the Mesa St./Sunland Park Dr. intersection. Manholes serve critical functions, including access for maintenance and system inspection. Their inclusion will improve the operational flexibility and long-term hydraulic performance of the stormwater network. Additional design considerations will focus on structural integrity, ease of access, and compatibility with surrounding infrastructure.
- L. Analysis and design of street inlets to replace existing flumes. The project will include the analysis and design of new street inlets to replace the existing surface flumes along Sunland Park Dr. These inlets will be designed to efficiently capture roadway runoff and convey it toward the existing drainage channel or proposed drainage structures. The goal is to prevent existing runoff from impacting the proposed shared used path by providing positive underground drainage.

#### **300.4 PS&E Deliverables**

Produce and provide a set of Plans, Specifications, and Estimates of the project in 24" x 36" sheets.

##### **A. General Notes**

Prepare General Notes to provide project-specific guidance and requirements. The General Notes will serve to clarify, modify, or add to standard items by outlining expectations related to materials, construction methods, measurement, and payment. These notes help ensure

consistency and understanding among contractors, engineers, and inspectors by addressing details such as work schedules, traffic control, safety protocols, environmental protections, and coordination with utilities or other agencies.

**B. External Drainage Areas**

Portion of surfaces outside the project limits will be defined and presented in a 24" x 36" map highlighting the areas that contribute runoff into the site of the project. Drainage area boundaries will be delineated for each structure or system including temporary drainage structures within, or contributing to, the project area using United States Geological Survey (USGS) or suitable topographic maps, available LiDAR elevation data, and other appropriate information.

**C. Internal Drainage Areas**

Portion of surfaces within the project limits will be defined and presented in a 24" x 36" map highlighting the areas that generate runoff due to rainfall. Drainage area boundaries will be delineated for each structure or system including temporary drainage structures within, or contributing to, the project area using USGS or suitable topographic maps, available LiDAR elevation data, and other appropriate information.

**D. Plan and Profile**

Development of plan and profile sheets (24" x 36") for proposed drainage structures associated with the SUP. This will involve identifying and detailing the alignment and elevation of drainage features such as culverts, storm pipes, and inlets necessary to manage both internal and external runoff impacting the path. The plan and profile sheets will provide horizontal and vertical information to guide construction, ensure proper conveyance of stormwater, and maintain the functionality and safety of the SUP. Coordination with existing utilities and surrounding topography will also be incorporated to ensure a fully integrated and constructible design.

**E. Miscellaneous Details**

Preparation of miscellaneous detail sheets to support the construction of the SUP. These sheets will include project-specific construction details that are not covered by standard drawings, such as unique drainage structure configurations, transitions, safety treatments, and connections to existing infrastructure. The miscellaneous details will ensure clarity in construction by addressing special conditions, providing dimensional and material specifications, and illustrating how non-standard elements are to be built. These drawings are essential to supplement the overall plan set and to support accurate and efficient field implementation.

**F. Runoff Computations**

Present the hydrologic calculations of peak runoff at the design points in tabular format. The calculations will be tabulated and presented in 24" x 36" sheets.

**G. Hydraulic Computation Sheets**

Prepare (24" x 36") hydraulic data sheets for the project for inclusion in the drainage report and PS&E that summarize the input parameters and hydraulic results in tabular format for proposed and temporary structures and systems. At locations where there are existing and proposed structures and systems, provide a comparison of the input parameters and hydraulic results in tabular format for the existing and proposed structures and systems.

Prepare (24" x 36") hydraulic data sheets for each FEMA Zone A/AE drainage structure for inclusion in the drainage report and PS&E. At locations where there are existing and proposed structures and systems, provide a comparison of the input parameters and hydraulic results in tabular format for the existing and proposed structures and systems.

H. Specifications

Develop Design Specifications to outline the technical requirements, materials, and construction methods for drainage-related components for the SUP project. These specifications will support the design plans by providing detailed guidance on the installation and performance expectations for drainage structures such as culverts, storm pipes, inlets, pond emergency overflow structure, restrictor, and outfalls. Standard specifications will be referenced where applicable, and project-specific provisions will be included to address unique site conditions or non-standard elements. The Design Specifications will ensure that all drainage features are constructed in accordance with the intended design and applicable engineering standards.

I. Standards

Compilation of all drainage-related applicable standard drawings and specifications necessary for the SUP. These standard sheets ensure consistency with accepted engineering practices and streamline construction by referencing established design criteria. The selected standards will complement the project-specific plans and details, serving as a foundational reference for contractors and inspectors during construction.

J. Summary of Quantities

The scope of work includes the preparation of Summary of Quantities tables showing a comprehensive breakdown of estimated quantities for all major work items, including earthwork, drainage structures, and miscellaneous components. The quantities will be organized by bid items and reference the corresponding plan sheets where the items appear. This summary provides a clear and concise overview of the materials and work required for construction, facilitating accurate bidding, cost estimation, and project management.

K. Cost Estimate

Develop Engineer's Estimate to provide a detailed and itemized projection of construction costs for the drainage design. The estimate will be based on the final design plans and will include all relevant bid items, quantities, unit prices, and contingencies. It will reflect current market conditions and incorporate standard pay items consistent with the specifications. This cost estimate will support project budgeting, funding allocation, and serve as a benchmark for evaluating contractor bids during the procurement phase.

L. Quality Assurance and Quality Control (QAQC)

The scope of work includes performing Quality Assurance and Quality Control activities to ensure the accuracy, consistency, and completeness of the plan set for the project. This process will involve internal reviews of all drawings and documents, redlining to identify errors or omissions prior to client submittal, and verifying that all design elements meet applicable standards and project requirements. Cross-checking quantities, sheet references, and alignment of plan and profile views will be part of the QAQC process.

- M. Pond details, restrictor, and outfall structure improvements (approximately 2 sheets at 1:50 scale)  
The two sheets will depict the pond grading, inlet and outlet structures, critical point elevations, erosion control measures, and other design features required to implement the improvements at Thunderbird Pond. The restrictor and outfall structure improvements will also be included.
- N. Culvert layouts at Fiesta St. and Cadiz St. (approximately 6 sheets total)  
The culvert layouts will illustrate the proposed culvert alignments, profiles, and connections, with emphasis on constructability and compatibility with existing and proposed roadway/shared used path improvements. This scope does not include any design work to replace and/or upgrade the outfall culverts at Cadiz St. intersection.
- O. Manhole details (approximately 2 sheets at 1:50 scale)  
Detailed drawings will show the plan, profile, and section views of the new manhole structure, highlighting internal flow paths, pipe and culvert connections, and access features for inspection and maintenance.
- P. Inlets laterals to replace existing flumes (10 flumes to be replaced, approximately 2 sheets)  
A detailed design of street inlets replacing ten existing flumes will be developed. Plans will include flowlines, profiles, and connection details to convey stormwater from the new inlets to the existing channel. The required drainage structures and pipe sizing will also be shown to ensure proper system presentation.

*Any design changes/modifications requested by the client to the above scope, Task 300, or any of its subtasks and sections will require the inclusion of a supplemental agreement to the contract.*

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

**800.1 Storm Water Pollution Prevention Plan:**

- A. The Engineer shall prepare and provide a stormwater pollution prevention plan. The Engineer shall be responsible for being knowledgeable about the stormwater pollution prevention plan requirements. The stormwater pollution prevention plan shall be submitted to the City of El Paso Planning and Inspections Department for review and approval.

*Any design changes/modifications requested by the client to the above scope, Task 800, or any of its subtasks and sections will require the inclusion of a supplemental agreement to the contract.*

**TASK 1200 Bid & Construction Phase Service:**

**1200.1 Construction Phase Services:**

During the construction phase, the Engineer shall assist the CoEP, 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) within three (3) business days at a maximum.
- B. Providing advice and recommendations to the CoEP on issues raised by the contractor.
- C. Review and approve contractor technical 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" inspection and provide punch list to CoEP.
- E. Produce and provide a complete signed and sealed set of reproducible (24" x 36") drawings and electronic format "as-built" drawings as requested.
- F. Attend weekly construction meetings, to be scheduled by the City Project Manager.
- G. Conduct project site visits and produce a project observations report within three (3) business days of the project site visit.

*Any design changes/modifications requested by the client to the above scope, Task 1200, or any of its subtasks and sections will require the inclusion of a supplemental agreement to the contract.*

### Proposed Drainage Structures for the SUP Alternative





HOURLY RATE SCHEDULE			
SPECIFIED RATE			
LS payments are based upon the Table of Deliverables (TOD) as identified in the TASK ORDER (TO)			
PROVIDER NAME:		Omega Engineers, Inc.	
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY BASE RATE	HOURLY CONTRACT RATE
Project Manager - PS&E ID	10+	\$110.00	\$271.33
Deputy Project Manager	10+	\$95.00	\$234.33
Technical Advisor - Senior	20+	\$112.50	\$277.50
Quality Manager	10+	\$90.00	\$222.00
Engineer (Senior)	15+	\$88.78	\$218.99
Engineer (Project) - Senior	15+	\$79.43	\$195.93
Engineer (Project)	10 to 15	\$68.93	\$170.03
Engineer (Design)	5 to 10	\$60.00	\$148.00
Engineer (Structural) - Senior	15+	\$90.00	\$222.00
Engineer (Structural)	5 to 15	\$70.00	\$172.67
Engineer (Traffic) - Senior	15+	\$90.00	\$222.00
Engineer (Traffic)	5 to 15	\$62.50	\$154.17
Engineer (Bridge) - Senior	15+	\$90.00	\$222.00
Engineer (Bridge)	5 to 15	\$70.00	\$172.67
Engineer (Hydraulic) - Senior	15+	\$86.10	\$212.38
Engineer (Hydraulic)	5 to 15	\$66.50	\$164.03
Engineer (Utilities) - Senior	15+	\$69.00	\$170.20
Engineer (Utilities)	5 to 15	\$60.00	\$148.00
Engineer-In-Training	0 to 5	\$43.50	\$107.30
Engineer Technician - Senior	15+	\$48.91	\$120.64
Engineer Technician	5 to 15	\$38.06	\$93.88
Engineer Technician - Junior	0 to 5	\$31.73	\$78.27
CADD Operator - Senior	15+	\$46.24	\$114.06
CADD Operator	5 to 15	\$33.47	\$82.56
CADD Operator - Junior	0 to 5	\$28.37	\$69.98
GIS Manager - Senior	15+	\$50.00	\$123.33
GIS Operator - Senior	15+	\$50.50	\$124.57
GIS Operator	5 to 15	\$36.00	\$88.80
GIS Operator - Junior	0 to 5	\$33.00	\$81.40
Graphic Designer - Senior	15+	\$48.00	\$118.40
Graphic Designer	5 to 15	\$40.00	\$98.67
Public Information Specialist	0 to 5	\$38.00	\$93.73
Public Involvement Officer - Senior	15+	\$64.00	\$157.87
Public Involvement Officer	5 to 15	\$60.00	\$148.00
Public Involvement Officer - Junior	0 to 5	\$32.00	\$78.93
Public Involvement Specialist - Senior	15+	\$64.00	\$157.87
Public Involvement Specialist	5 to 15	\$50.00	\$123.33
Public Involvement Specialist - Junior	0 to 5	\$32.00	\$78.93
Visualization 3D Manager	15+	\$80.00	\$197.33
Visualization 3D Modeler	5 to 10	\$54.00	\$133.20
Visualization 3D Graphic Photoshop Artist	0 to 5	\$38.50	\$94.97
Visualization 3D Specialist - Senior	15+	\$80.00	\$197.33
Visualization 3D Specialist	5 to 15	\$46.00	\$113.47
Hydrologist - Senior	15+	\$86.10	\$212.38
Hydrologist	5 to 15	\$65.00	\$160.33
Scheduler - Senior	15+	\$78.00	\$192.40
Scheduler III	5 to 10	\$47.00	\$115.93
Utilities Coordinator - Senior	15+	\$69.00	\$170.20
Utilities Coordinator		\$50.00	\$123.33
Utilities Field Inspector - Senior	15+	\$55.00	\$135.67
Utilities Field Inspector		\$43.00	\$106.07
Administrative/Clerical		\$29.44	\$72.62
INDIRECT COST RATE:	114.50%		
PROFIT RATE:	11.00%		
Contract rates include labor, overhead, and profit.			
All rates are negotiated rates and are not subject to change or adjustment.			
Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.			
Lump Sum Payment Basis - Invoice by deliverable, according to the TOD. A copy of the TOD shall be included with each Invoice Package and is payable by each deliverable and line item as identified in the TOD. Partial payments of line item are not allowed. Documentation of			
Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.			

Project: Sunlad Park Dr. SUP  
 Provider Name: Omega Engineers, Inc.



LUMP SUM CONTRACT			
Labor Category:		Subtotal Hours	Labor Cost
Hourly Contract Rate			
Total Task 100		60	\$ 12,726.20
<b>100 Project Management &amp; Administration</b>			
<b>100.1 Project Management</b>			
A	Attend monthly/biweekly coordination meetings	18	\$ 3,962.10
B	Review and coordinate CoEP design standards and performance procedures	4	\$ 778.04
C	Attend workshops and comment review meetings	24	\$ 5,590.08
D	Submit progress reports	14	\$ 2,395.98
<b>300 Drainage</b>			
Total Task 300		1,257	\$ 166,265.63
<b>300.1 Data Collection</b>			
Subtotal		24	\$ 3,267.10
A	Acquire and review all pertinent shapefiles, previous studies and models	8	\$ 1,184.00
B	Compile FEMA FIS reports and available data.	2	\$ 296.00
C	Perform site visits to observe current conditions and document field inspections	14	\$ 1,787.10
<b>300.2 Hydrologic Studies</b>			
Subtotal		164	\$ 20,779.00
A	Perform site visits and compile field report	8	\$ 858.40
B	Calculate discharges using appropriate hydrologic methods	20	\$ 2,782.36
C	Consider pre-construction and post constructions conditions	24	\$ 2,999.44
D	Delineate drainage area boundaries and hydrologic parameters	24	\$ 2,999.44
E	Define the design frequency and the 1% AEP storm frequency	24	\$ 2,999.44
F	Compare calculated discharges to the effective FEMA flows	28	\$ 3,428.64
G	Thunderbird pond efficiency analysis	36	\$ 4,711.28
<b>300.3 Complex Hydraulic Design and Documentation</b>			
Subtotal		395	\$ 52,918.85
A	Perform hydraulic design and analysis using appropriate hydraulic methods	32	\$ 3,935.44
B	Use the current effective FEMA models as a base model for the analysis	22	\$ 2,360.60
C	Develop designs that minimize interference with the passage of traffic or cause damage to the street and local property in accordance with the CoEP's Drainage Design Manual	30	\$ 3,689.48
D	Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the proposed SUP alternative	40	\$ 5,660.65
G	Prepare H&H Report	64	\$ 7,477.20
H	Revise Drainage Report based on CoEP comments	42	\$ 5,318.97



Provider Name: Omega Engineers, Inc.



LUMP SUM CONTRACT			
Labor Category:		Subtotal Hours	Labor Cost
Hourly Contract Rate			
I	Pond improvement to maximize efficiency. Restrictor and outfall structure improvements	40	\$ 6,004.93
J	Upgrade drainage structures (at Fiesta St. and Cadiz St.)	45	\$ 6,782.29
K	Manhole design	40	\$ 5,611.23
L	Analysis and design of street inlets to replace existing flumes	40	\$ 6,078.06
<b>300.4</b>	<b>PS&amp;E Deliverables</b>	<b>674</b>	<b>\$ 89,300.68</b>
A	General Notes (approx. 1 sheet)	28	\$ 3,621.50
B	External Drainage Areas (approx. 1 sheets)	28	\$ 3,536.21
C	Internal Drainage Areas (approx. 2 sheets at 1:50 scale)	53	\$ 6,516.35
D	Plan & Profile (approx. 4 sheets at 1:50 scale)	105	\$ 13,625.56
E	Miscellaneous Details (approx. 2 sheets)	30	\$ 3,754.92
F	Runoff Computations (approx. 1 sheet)	29	\$ 3,525.57
G	Hydraulic Computations (approx. 1 sheet)	34	\$ 4,103.77
H	Specifications	40	\$ 4,944.63
I	Standards (approx. 2 sheets)	12	\$ 1,570.46
J	Summary of Quantities (approx. 1 sheet)	34	\$ 4,089.42
K	Cost Estimate	18	\$ 2,957.85
L	Quality Assurance and Quality Control (QAQC)	38	\$ 7,268.26
M	Pond details, restrictor, and outfall structure improvements (approx. 2 sheets at 1:50 scale)	52	\$ 7,097.82
N	Upgraded culvert layouts at Fiesta St. and Cadiz St. (approx. 6 sheets total)	82	\$ 10,860.80
O	Manhole details (approx. 2 sheets at 1:50 scale)	38	\$ 4,990.25
P	Inlets laterals to replace existing flumes (10 flumes to be replaced, approx. 2 sheets)	53	\$ 6,837.30
<b>800</b>	<b>Storm Water Pollution Prevention Plan</b>	<b>46</b>	<b>\$ 5,885.24</b>
<b>800.1</b>	<b>SW3P</b>		
A	Preparation of a stormwater pollution prevention plan (approx. 5 sheets)	46	\$ 5,885.24
<b>ODE-LS</b>	<b>Other Direct Expenses (Lump Sum)</b>		<b>\$ -</b>
	Refer to Lump Sum ODE table		
Total Hours		1363	\$ 184,877.07
Subtotal			
Percentage		1363	\$ 184,877.07

**Project: Sunlad Park Dr. SUP**  
**Provider Name: Omega Engineers, Inc.**



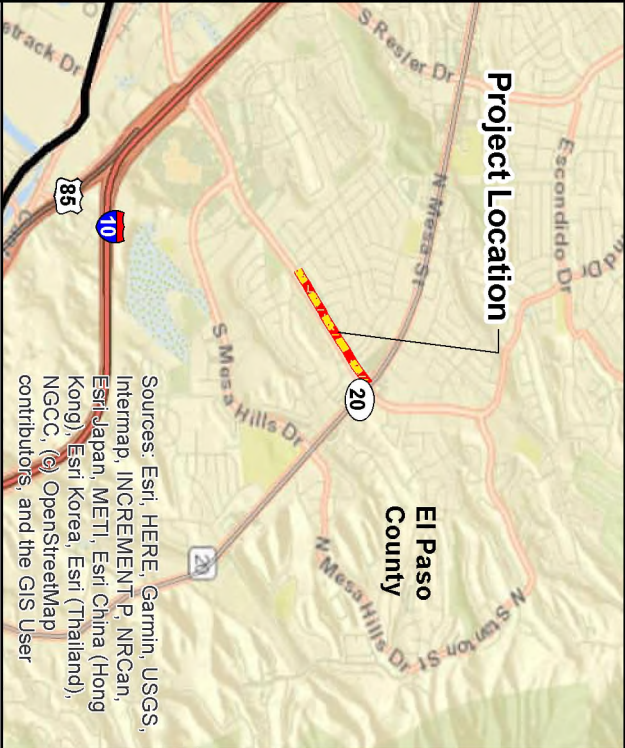
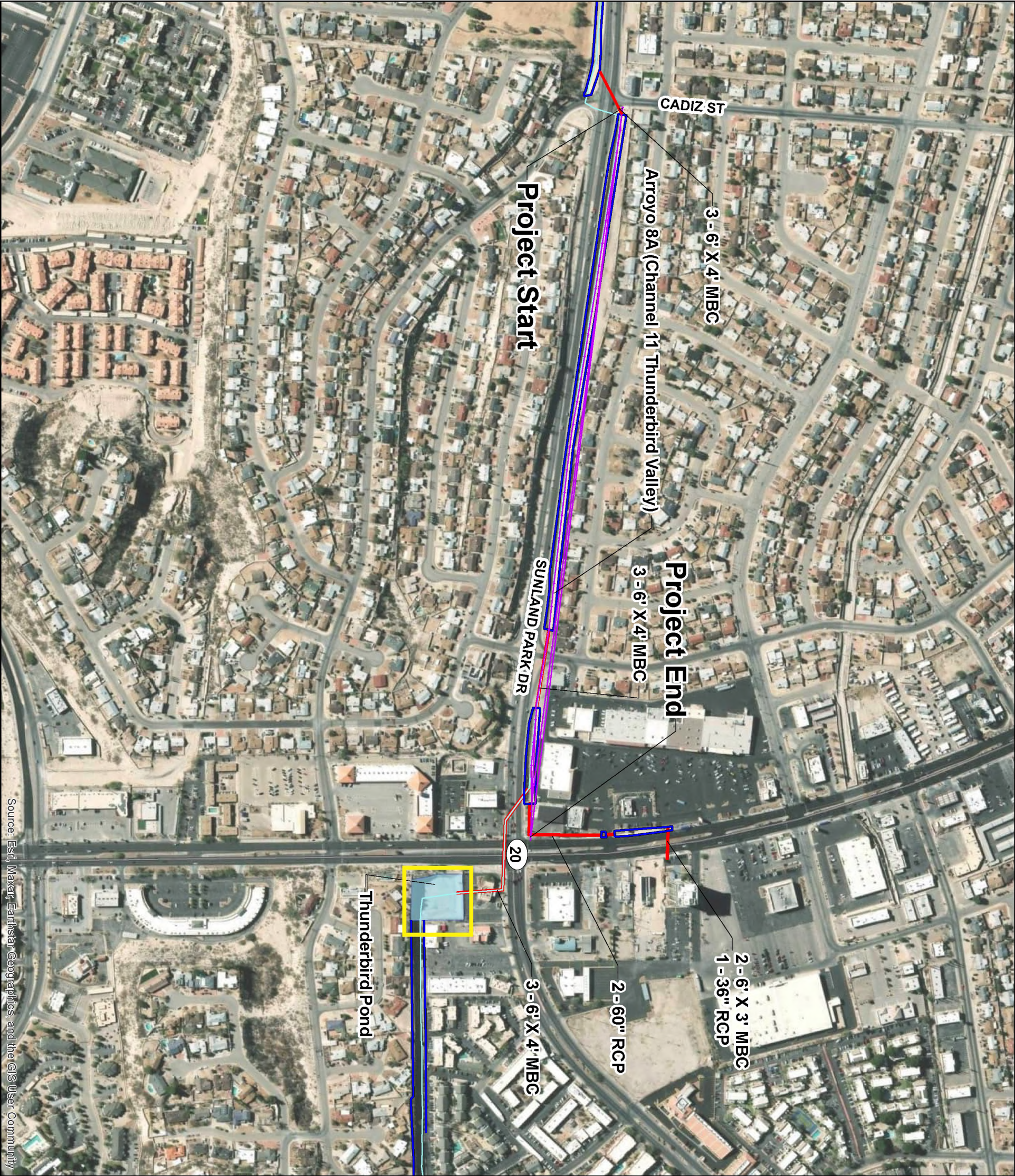
SPECIFIED RATE CONTRACT				
		Labor Category:	Subtotal Hours	Labor Cost
		Hourly Contract Rate		
1200	Bid & Construction Phase Services	Total Task 1200	198	\$ 34,615.12
1200.1	Construction Phase Services			-
A	Responding to all questions from the contractor		24	\$ 4,214.80
B	Providing advice and recommendations to the CoEP		20	\$ 4,302.16
C	Review and approve contractor technical submittals and shop drawings		34	\$ 6,127.50
D	Participate in "punch list" inspection and provide punch list to CoEP		8	\$ 1,961.28
E	Produce and provide a set of reproducible drawings and electronic format "as-built" drawings		72	\$ 9,151.06
F	Attend the weekly construction meetings to be scheduled by the City Project Manager		24	\$ 6,511.92
G	Conduct project site visits and produce a project observations report		16	\$ 2,346.40
ODE-SR	Other Direct Expenses (Specified Rate)	Total ODE		\$ -
	Refer to Specified Rate ODE table			
		Total Hours	198	\$ 34,615.12
		Subtotal		
		Percentage	198	\$ 34,615.12

**Project: Sunlad Park Dr. SUP**  
**Provider Name: Omega Engineers, Inc.**

TASK ORDER SUMMARY		
Lump Sum Summary		
ID	Task Order	Total Cost
100	Project Management	\$ 12,726.20
300	Drainage	\$ 166,265.63
800	Storm Water Pollution Prevention Plan	\$ 5,885.24
ODE-LS	Other Direct Expenses (Lump Sum)	\$ -
TOTAL Lump Sum Summary		\$ 184,877.07

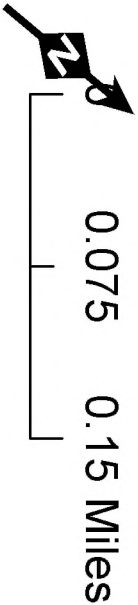
Specified Rate Contract Summary - Construction Phase Services		
ID	Task Order	Total Cost
1200	Bid & Construction Phase Services	\$ 34,615.12
ODE-SR	Other Direct Expenses (Specified Rate)	\$ -
TOTAL Specified Rate Contract Summary - Construction Phase Services		\$ 34,615.12





### Legend

- Potential SUP Alignment
- Channels
- Arroyos
- Culverts
- Ponds



## SUNLAND PARK DR SUP

### Exhibit - Project Location Map

CSJ 0924-06-730

Date: 7/31/2025 Page 14 of 14



April 17, 2025  
Revised 07-28-2025

Yannis Tassoulas, P.E.  
WSP USA  
125 Montoya Lane  
Miramonte Industrial Park  
El Paso, TX 79932  
Tel: 915-532-2091  
yannis.tassoulas@wsp.com

**Project: City of El Paso – Sunland Park Shared Used Path within Sunland Park Drive between Mesa Street and Cadiz Street from right-of-way to right-of-way- Northerly portion of the Right-of-way (including the concrete drain).**

Yannis Tassoulas

In response to your request, we are pleased to submit this letter which constitutes our proposal for the desired Professional Surveying Services for the subject project. The scope of work for this project is described by the following outline:

### **SCOPE OF WORK**

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

1. Perform a records search for all pertinent survey information, including Court House (website), public and private land, existing utilities and prepare a working sketch. Establish property ownership. This scope of services excludes any Title search services by a Title Company.
2. Request order to contact Texas 811 will be placed to have the underground utilities marked (painted) on the surface. The survey will include tying any marks that are provided.
3. Coordinate with Traffic control contractor for safety measures. **Traffic control fees are included.**
4. Project Control: Establish primary and secondary control monument; horizontal datum will be referenced to the Texas State Plane Coordinate System, Central Zone 4203, NAD 83 and will be scaled to surface; elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 12B.
5. Approximately **9 Acres** of Street right-of-way will be analyzed to Provide a boundary and topographic improvements survey within Sunland Park Drive; approximately from the east side of the intersection of Mesa Street and Sunland Park Drive to west side of Cadiz Street and Sunland Park Drive. The width limits of the topographic survey are **from the centerline of Sunland Park Drive** to the **North** right-of-way along the existing plated streets and drains. The survey will extend 50 feet along intersecting streets. **See Exhibit "A"**
6. The topographic and improvement survey will include tying all visible utility features to include the following: water valves; water meters; sanitary sewer manholes; storm sewer manholes; electrical manholes; power poles; light poles; overhead lines; electrical control panels; traffic signals; traffic signs; telephone manholes and pedestals; stem walls; chain link fences; rock walls; trees, existing pavement, concrete driveways, existing concrete sidewalks, ADA ramps, drains, and existing concrete curb and gutter. amongst other features.
7. We will Establish up to four (4) control points along Sunland Park Drive for use during construction.

- **To analyze Boundaries/Right-of-ways - \$10,295.00- no tax - a tax-exempt letter must be provided**
- **Topographic and Improvement Survey - \$18,325.00– not tax –**

**Deliverables**

- Provide a right-of-way, topographic and improvement survey Map reflecting all existing improvements, utility marks, underground and visible utilities, landscaping, roads, contours, right-of-way easements benchmarks (temporary), horizontal and vertical control.
- Provide a separate sheet for horizontal and vertical control.
- Provide the Final Triangulated Irregular Network (TIN) file.
  - Provide electronic files with the State's MicroStation Geopak system.(All MicroStation V8 2D and 3D files will be in U.S. survey feet).

**"Exemptions"**

The following is excluded unless otherwise requested; ALTA/ACSM Land Title Survey, Title commitment, representation through the Federal, State, City of El Paso, TxDot and County agencies; submittal fees, soils testing and investigation, elevation certificate, recording fees, lot staking, construction staking, and any other item not specifically listed in the above Scope of Services.

**Completion**

Barragan & Associates, Inc. will complete this project within 35 working days from the date of "notice to proceed".

**Basis of Compensation**

**Barragan & Associates Inc.** proposes the above scope of services, in the lump sum amount of **\$28,620.00 no tax - must provide a tax-exempt letter.**

**Additional Services**

A separate proposal will be provided for any additional services.



August 4, 2025

**Wsp**

**ATTN: Yannis Tassoulas, P.E.**

125 Montoya Lane  
Miramonte Industrial Park  
El Paso, TX 79932

**RE: EP Sunland Park Shared Use Path – 2025-0344R**

Dear Mr. Tassoulas,

**Conсор Engineers, LLC (Conсор)** is pleased to provide the scope and fee for the Utility Management and Coordination for the EP Sunland Park Shared Use Path project. The proposed Scope of Work and Fee.

**SCOPE OF WORK**

**Contract Management & Administration:**

The Engineer shall:

- A. Perform all work in accordance with the City's latest practices, criteria, specifications, policies, and procedure.
- B. Prepare monthly written progress reports.
- C. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

**Utility Management & Coordination:**

**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 City of El Paso shall submit all applications to the utilities. 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 City of El Paso. 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. Extension will not have any proposed water nor sanitary sewer utilities along the proposed corridor hence the Engineer will not be responsible for coordinating nor incorporating these designs into the final construction documents for bid advertisement under this scope.

**Utility Coordination:**

The Engineer shall be responsible for coordinating design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The Engineer shall be responsible to review 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 (no more than 4 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 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. The Utility Engineer must maintain a utility layout in the current approved version of OpenRoads Civil Design system used by the City. This layout must include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout must be utilized to monitor the necessity of relocation and evaluate alternatives. The Utility Engineer must utilize the layout of existing utilities as prepared, if available. 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 companies by or before the project is advertised for bid.

**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:

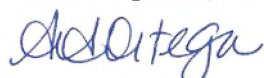
- A. Responding to all questions from the contractor (requests for information, RFIs)
- B. Providing advice and recommendation to the Owner
- C. Reviewing contractor technical submittals
- D. Attend the weekly construction meeting, to be scheduled by the City Project Manager.

**Estimated Lump Sum and Time of Material Fee:**

We propose to provide the scope of work defined in this proposal for the estimated Lump Sum Fee of **\$26,711.00** and construction phase services in Time and Material Fee of **\$6,262.09**. A breakdown of our estimated fee is presented in Exhibit A within this proposal

Sincerely,

Consort Engineers, LLC



Amparo Ortega, P.E.,

Associate Vice President/Area Principal, Transportation

210-985-2620 | [aortega@consoreng.com](mailto:aortega@consoreng.com)

Attachment: Lump Sum & Time and Material Fee



## EP Sunland Park SUP - 2025-0344R EXHIBIT A

Firm Name: Consor Engineers, LLC									
Exhibit D : Fee Schedule									
Method of Payment: Lump Sum & Time and Material									
Sunland Park Shared Use Path									
</									



WSP USA Inc.  
125 Montoya Road  
El Paso, Texas 79932  
T: 915-585-2472  
**www.WSP.com**

July 29, 2025  
WSP Proposal 25-04-13E  
Revision 2

WSP  
1601 South Mopac Expressway  
Austin, Texas 78746

Attn.: Mr. Yannis Tassoulas, P.E.

**Re: Geotechnical Study  
Sunland Park Shared Use Path Project  
Sunland Park Drive  
El Paso, Texas**

Dear Mr. Tassoulas:

In accordance with your request, WSP USA Inc. (WSP) has reviewed the scope of the referenced project for the purpose of submitting a cost proposal for a geotechnical study. The objective of this study will be to evaluate the physical properties of the soils underlying the site to provide recommendations for foundation and pavement design.

The details of the project, as understood by WSP, the proposed scope of work, fees, other contractual items, and schedule are presented in the following sections of this proposal.

## **1.0 PROJECT DESCRIPTION**

It is our understanding that the project will consist of the construction of a shared use path consisting of covering the existing drainage channel along Sunland Park Drive extending from Cadiz Street to Mesa Street in west El Paso, Texas. The project will also consist of storm water drainage, pedestrian illumination, ADA and landscaping improvements along the project alignment. At present, the alignment runs along an open stormwater channel.

## **2.0 SCOPE OF WORK**

### **2.1 UTILITY CLEARANCE**

WSP will contact the appropriate one-call utility locate service for line location prior to initiation of field activities. Additionally, WSP requests coordination with the current site owner to provide information regarding the locations of buried utility lines including the layout of any existing subsurface structures within the proposed work areas. WSP will supplement on-call utility clearance services by conducting a ground penetrating radar (GPR) survey of the boring locations to ensure clearance of any buried utilities.

Regardless, we cannot retain responsibility for damage associated with lines that were not properly located prior to field operations and will provide any repair invoices to the client for reimbursement.

## **2.2 BORING SURVEYS**

The layout of the borings and supervision of drilling and sampling operations will be performed by an experienced field professional. We will lay out our borings from existing survey monuments or surface features, based on the site plan provided by you. As requested, the surface elevations of the boring locations will be obtained for the project.

## **2.3 EXPLORATORY DRILLING**

As requested, WSP will drill a total of two (2) borings at the project site using a truck-mounted drill rig equipped with hollow stem augers. The boring locations and proposed depths are summarized in the table below.

<b>FIELD EXPLORATION - AUGER BORINGS</b>			
<b>QUANTITY</b>	<b>DEPTH (FT.)</b>	<b>SAMPLING</b>	<b>LOCATION</b>
1	40	2.5' intervals to 10' 5' intervals after 10'	Deep channel section near North Mesa
1	15	2.5' intervals to 10' 5' intervals after 10'	At grade path alignment

Drilling conditions for the borings are anticipated to be difficult due to the presence of gravel and cobbles with a calcareous cementation. As a result, the borings will be terminated at shallower depths if we encounter refusal on rock, strongly cemented materials, or other obstructions. Sampling will be obtained by standard penetration testing methods and from auger cuttings. Other sampling methods will be used as appropriate including open-end drive sampling, Shelby tube sampling, or tube sampling by other methods. Drilling and sampling operations will be conducted in general accordance with the requirements of ASTM D 1452, D 1586, D 1587, and D 2488.

Borings will be backfilled with drilled cuttings, patched and the site will be restored as best practicable to the original condition.

## **2.4 LABORATORY ANALYSES**

Laboratory tests will be performed as considered necessary for engineering analyses. Tests that may be necessary for the project include moisture content, specific gravity, density, particle size analyses, and Atterberg limits tests. Subsurface conditions and specific design criteria will be the basis for testing requirements.

Selected samples will also be tested for sulfates, chlorides, resistivity and pH to evaluate the corrosion potential of the soils along the alignment.





## **2.5 ENGINEERING ANALYSES & REPORT**

Engineering analyses of the data collected in the field and laboratory studies will be made. An electronic copy of our geotechnical report will be submitted for the project and will include the following:

- A.** The logs of the test borings, a site plan showing the boring locations, and a description of procedures and equipment used in the boring program. Depth to groundwater, if encountered, will be presented on the boring logs.
- B.** Results of laboratory tests and a description of test methods.
- C.** Recommendations for foundation bearing pressures or capacities, foundation depths and geometries, and criteria for design for the resistance of lateral loads.
- D.** Estimated foundation settlements based on proposed loading conditions.
- E.** Guide specifications for site grading, compaction requirements, and methods for backfill.
- F.** Earth pressures and other criteria for the design of retaining walls and other earth retaining structures.
- G.** Special treatment recommended for any expansive soil, "collapsing" soil, man-made fills, or other moisture-sensitive materials that may be present beneath the site.
- H.** Discussion of geotechnical conditions for foundation and earthwork construction presented for use in the preparation of preliminary construction cost estimates.
- I.** Recommendations for flexible pavements.

## **4.0 FEES**

WSP Proposes the fee for the scope of services, discussed in Section 2, on a lump sum basis. The lump sum fee for outlined geotechnical services is summarized in the table below.

<b>Task</b>	<b>Lump Sum Fee</b>
Shared Use Path alignment	\$11,720.00

A breakdown of our fee is presented at the end of this proposal.

Additional charges which might arise from changes in project details and scope of work would be made based on our standard Fee Schedules, a copy of which can be provided upon request. Subcontracted services will have a 15 percent markup fee applied unless we have negotiated an alternate fee structure relative to the contracted work. The basic fee quoted includes the routine minor consultation with the prime professional and other members of the design team normally involved with this type of project and, if required, the submission of one addendum clarifying the details of the reports. Where extensive consultation or major addenda are necessary as a result of substantial changes in the project details, additional fees will be involved.

#### 4.0 SCHEDULE

The schedule for the services defined in this proposal is indicated in the following table:

GEOTECHNICAL STUDY SCHEDULE OF WORK		
TASK	TIME TO COMPLETE (DAYS)*	TIME FROM NOTICE TO PROCEED (DAYS)*
Utility clearance, excavation permit, mobilize to Site	1	10
Field Study	2	12
Laboratory Testing, Report Writing, and Shipping/Delivery of Report	10	22

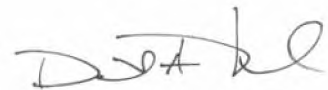
\*Working Days (non-weekend, non-holidays)

This schedule assumes full access to the site and assistance as needed from the client to perform the work expeditiously. Additional time may be required if delays occur in receiving critical design input from design team members, or for delays or stoppage of work required by the client. Should you have any questions concerning this proposal, we would appreciate the opportunity to review and clarify.

Respectfully submitted,

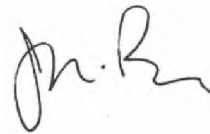
**WSP USA Inc.**

*Texas Registered Engineering Firm F-2263*  
*Texas Registered Geoscience Firm 50184*



David A. Varela, P.E.  
Vice President

Reviewed by:



Jamie R. Barnes, P.G.  
Vice President

Copies: Addressee (1) via email

**Proposal for Geotechnical Study**

Sunland Park Shared Use Path Project, El Paso, Texas

**Derivation of Fee – Shared Use Path**

<b>Task</b>	<b>Unit</b>	<b>Rate</b>	<b>Lump Sum Cost</b>
<b>Project Setup and Admin</b>			
Principal Engineer	2	\$200.00	\$400.00
Clerical	6	\$75.00	\$450.00
<b>Subtotal</b>			<b>\$850.00</b>
<b>Field Work- Utility Clearance</b>			
Field Engineer – staking & utility clearance, excavation permit	8	\$110.00	\$880.00
GPR survey	1	\$1,500.00	\$1,500.00
Vehicle charge	1	\$70.00	\$70.00
<b>Subtotal</b>			<b>\$2,450.00</b>
<b>Field Work – Soil Borings</b>			
Field Engineer - field logging and oversight	8	\$110.00	\$880.00
Drill Rig	1	\$3,120.00	\$3,120.00
Traffic Control	1	\$500.00	\$500.00
Patch concrete/asphalt	1	\$100.00	\$100.00
Vehicle charge	1	\$70.00	\$70.00
<b>Subtotal</b>			<b>\$4,670.00</b>
<b>Laboratory Testing</b>	1	\$1,760.00	\$1,760.00
<b>Subtotal</b>			<b>\$1,760.00</b>
<b>Reporting</b>			
Principal Engineer	2	\$200.00	\$400.00
Staff Engineer	10	\$110.00	\$1,100.00
CADD	4	\$85.00	\$340.00
Clerical	2	\$75.00	\$150.00
<b>Subtotal</b>			<b>\$1,990.00</b>
<b>Total Lump Sum Cost</b>			<b>\$11,720.00</b>

**Laboratory Testing Summary\***

<b>Test</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Moisture Content	8	\$15.00	\$120.00
Gradation	8	\$85.00	\$680.00
Atterberg Limits	8	\$85.00	\$680.00
Soil Corrosion Testing	1	\$280.00	\$280.00
<b>Total Laboratory Testing</b>			<b>\$1,760.00</b>

\*Maybe adjusted dependent on subsurface conditions



09-05-2025

**Proposal of Services; El Paso Sunland Park SUP Accessibility**

Regulatory

and

Life Safety

Consultants

\*\*\*

Established

1997

8213-A

Shoal Creek Blvd.,

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chaynie@devassoc.net

www.devassoc.net

Mr Yannis Tassoulas, P.E.  
WSP Engineers  
1601 S. Mopac Expressway  
Two Barton Skyway  
Austin, Texas 78746

Subject: **ProWag & TAS Accessibility Review & Inspection Services**

Dear Mr. Tassoulas,

Development Associates is pleased to submit to our proposal of professional services for the requested site/accessible route improvement project for the El Paso Sunland Park project. Development Associates has a long history with ROW improvements with the City of Austin, City of Round Rock, City of Cedar Park, City of Hutto, and we'd be delighted to be on your team.

With our 28 years of experience with Accessibility within the State of Texas and guided by our posted fee chart at [www.DevAssoc.net/Services](http://www.DevAssoc.net/Services), we propose the following professional fees to guild in the Review of this project as well as conducting an in-person Inspection as required by State statutes.

**\$265 Project Registration**; not requested in this proposal, but per our corporate charts, would include the \$175 TDLR flat filing fee plus our \$90 audit & performance fee.

**\$565 Plan Review**; report transmitted to client & uploaded to TDLR

**\$760 Final Inspection**: report transmitted to client & uploaded to TDLR as well as project Close-Out proceedings.

**\$2260 Travel Reimbursement** (\$1860 travel time: 12 hrs @ \$155/hr) + \$300 estimated airfare & airport parking, + \$100 car rental & gas for this all-day Final-Inspection.

**\$3,850 Total Proposal of fees as-requested**

Please note that our Proposal pricing is set once Designer acknowledges award of Project to us/the team. Proposals are honored for a minimum of six (6) months before our fee structure might be subject to change if Proposal has not been accepted and such change has occurred as posted on our website at [www.DevAssoc.net/services](http://www.DevAssoc.net/services)





Please do not hesitate to contact us if there are any questions & thank you for including us!

Regulatory  
and  
Life Safety  
Consultants

\*\*\*

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Mark S. Robinson, RAS #1561  
Principal RAS / President, **Development Associates of Texas, Inc.**  
[www.DevAssoc.net](http://www.DevAssoc.net) since 1997



August 4, 2025

WSP USA Environment & Infrastructure Inc.  
ATTN: Yannis Tassoulas, PE  
125 Montoya Road  
El Paso, TX 79932

VIA E-MAIL

**Re: Subsurface Utility Engineering Services  
Sunland Park Shared Use Path, El Paso, TX**

Dear Mr. Tassoulas:

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 six (6) Test Holes (SUE Level A) will be performed at selected locations by WSP. 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:      \$25,320.00

#### **SUE Level A: Locating (Test Hole)**

CobbFendley will perform Utility Test Holes (potholes) at locations chosen by WSP. 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.

- Spectrum
- Conterra Ultra Broadband LLC
- El Paso Electric Company
- El Paso Water Utilities
- Crown Castle
- MCI
- AT&T
- Texas Gas Service
- Cogent – Sprint

Fee Associated with SUE Level A Services:	\$10,430.00
Additional Test Hole (1'-4'):	\$1,545.83/Test Hole
Additional Test Hole (5'-7'):	\$1,930.83/Test Hole
Additional Test Hole (8'-10'):	\$2,315.83/Test Hole

### **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.

**Services to be provided by WSP**

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.
5. Provide Right-of Entry (ROE).

**Schedule**

CobbFendley can commence work within two (2) weeks of receiving the fully executed Subagreement & notice to proceed (NTP). Field work (Test Holes) 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 **\$35,750.00 plus any additional Test Hole requested by the Owner.**

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.

WSP



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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

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

\_\_\_\_\_  
Date

**Exhibit "A" – Vicinity Map**



END OF SCOPE



**Proposal - Cultural Resource Investigations**  
**Sunland Park Drive Shared Use Path Improvements from Cadiz Street to North Mesa**  
**Street, El Paso, Texas**  
**Revised August 5, 2025**

**PROJECT DESCRIPTION**

WSP has requested a scope of work and cost estimate from Environmental Research Group, LLC (ERG) to conduct cultural resources investigations for proposed improvements along Sunland Park Drive on El Paso, Texas. The project length is approximately 0.64 miles. Currently, the depths of impacts and exact project footprint are unknown. The proposed project setting is urban/suburban, and land uses include commercial and residential properties. Portions of the proposed project intersect the Elephant Butte Irrigation District, a National Register District. Much of the proposed project area is covered with impervious surfaces, such as the concrete ditch/canal with one area of exposed rocky ground surface. The project will require City of El Paso and TxDOT oversight.

**PROJECT SCOPE**

**Task 1: Archeological Studies**

- A) ERG will review the Texas Historical Commission (THC) sites atlas to determine if any previously recorded sites or archeological surveys occur within or near the proposed project area. The location of any previously recorded sites and surveys will be plotted onto USGS 7.5-minute topographic maps for use in the compliance coordination process. Archeologists will also consult the USDA NRCS soil survey maps, relevant aerial photography, historical maps, land use maps, and the Geologic Atlas of Texas to assess the likelihood for unrecorded archeological resources and make recommendations regarding the need for field surveys. The results of this effort will be integrated into a background study report that conforms to TxDOT's *Review Standards for Archeological Background Studies* for review and comment by TxDOT-ENV.

**Task 2: Historical Studies**

- A) ERG shall prepare a Project Coordination Request for Historical Studies Project (PCR) for review and comment by TxDOT-ENV, using the current (May 2024) version of the PCR form and standards.
- B) As part of the PCR, ERG shall perform a records search of the APE to identify non-archeological historic properties that have been previously listed in the National Register of Historic Places (NRHP), are designated as Recorded Texas Historical Landmarks, as State Antiquities Landmarks, County Historic Landmarks, or have been evaluated for NRHP eligibility by other available historic surveys. ERG will review other available archival sources, such as historic maps and/or aerial photographs, to locate previously unidentified potential historic resources in the project's Study Area. Reviews will be conducted to determine whether any historic or historic-age canals are also located within the project study area.

**SCHEDULE**

To be determined in consultation with Client.

## ASSUMPTIONS AND CONDITIONS

The following is a list of assumptions on which the project costs are based. Any work not discussed in the tasks above may be considered outside of this scope and may require a supplemental agreement or fee adjustment.

- It is assumed that the evaluated design will be consistent with the spatial dimensions described above.
- WSP will clearly define the location and dimensions of the proposed project prior to desktop studies. WSP will provide ERG with geo-referenced ArcGIS shapefiles of the project footprint prior to any work to allow for the preparation of the documents.
- ERG anticipates up to one round of design updates/changes from WSP.
- Relevant comments will be addressed. It is assumed that no more than one draft copy and one final copy of the documents being submitted to WSP will be produced in electronic format in PDF and Word formats.
- The drainage ditch located adjacent to Sunland Park Dr. is contributing to the Elephant Butte historic district. The contributing features are all closer to the Rio Grande. The drain in the project area isn't identified on the USGS map (unlike named irrigation drains and canals), therefore, the ditch is not part of the historic district. Most of this irrigation district is in New Mexico, by the way, it's just a little tail that is in Texas. Therefore, a historic resources research design, survey, and historic resources survey report is not recommended.
- The scope does not include mitigation for adverse effects, development of agreement documents, Section 4(f) evaluations, or other services beyond establishing Section 106 NRHP effect.

## COMPENSATION

Client will compensate ERG on a lump sum price basis (LUMP) of **\$8,288.52**. ERG will invoice WSP monthly. A cost breakdown is provided below.

TASK DESCRIPTION	Support Manager	Quality Manager	Senior Archeologist-Principal Investigator	Senior Historian	Archeologist IV	Architectural Historian	Senior Project Controller	GIS Operator	Admin/Clerical	TOTAL HRS.	TOTAL LABOR HRS. & COSTS
<b>Historic Resource Identification, Evaluation and Documentation Services</b>										0	\$ -
Draft and Final Historic Resources Project Coordination Request	2	2		12		12	2	6	2	38	\$ 3,889.60
<b>Archeological Background Study</b>										0	\$ -
Draft and Final Archeological Background Study	2	2	12		12		2	10	2	42	\$ 4,398.92
<b>HOURS SUB-TOTALS</b>	4	4	12	12	12	12	4	16	4	80	80
CONTRACT RATE PER HOUR	\$ 157.96	\$ 135.52	\$ 131.08	\$ 120.00	\$ 99.94	\$ 93.65	\$ 88.02	\$ 75.22	\$ 55.74		
<b>TOTAL LABOR COSTS</b>	\$631.84	\$542.08	\$1,572.96	\$1,440.00	\$1,199.28	\$1,123.80	\$352.08	\$1,203.52	\$222.96		\$8,288.52
% DISTRIBUTION OF STAFF HOURS	5.0%	5.0%	15.0%	15.0%	15.0%	15.0%	5.0%	20.0%	5.0%		
SUBTOTAL (FC 120)	\$631.84	\$542.08	\$1,572.96	\$1,440.00	\$1,199.28	\$1,123.80	\$352.08	\$1,203.52	\$222.96		<b>\$8,288.52</b>
<b>Total Project Hours</b>	4	4	12	12	12	12	4	16	4	80	80
<b>Project Totals</b>	\$631.84	\$542.08	\$1,572.96	\$1,440.00	\$1,199.28	\$1,123.80	\$352.08	\$1,203.52	\$222.96		<b>\$8,288.52</b>
<b>Total Project % Distribution of Staff Hours</b>	5%	5%	15%	15%	15%	15%	5%	20%	5%		





## **TASK 1900 Irrigation**

July 29th, 2025

Yannis Tassoulas  
WSP

Re: Landscape Irrigation Design Services for Sunland Park SUP Project

Mr. Yannis:

This proposal is based on meetings and emails between WSP representatives and Robert Oberdorfer and Rodolfo Mariscal from Sites Southwest regarding landscape Irrigation design services for the Sunland Park SUP Project. Thank you for your continued confidence in our firm. This proposal includes irrigation design for the scope of the project.

We have assumed that the work will be conducted with reviews by both the City of El Paso and TxDOT Representatives. Below is a more detailed Scope of Services.

### **SCOPE OF SERVICES**

#### **1. Design**

The Irrigation Design for Sunland Park SUP Project involves development of Schematic design, Preliminary, Pre-Final and Final Design Construction Documents for Landscape Irrigation. Irrigation design for the project will be based on our discussions with WSP, City of El Paso representatives and the city's guidelines for SUP. Following coordination meetings and evaluation of the proposed landscape design by WSP, the design development process will begin. The phases of work are as follows:

- **Schematic Design (30%)**- Sites Southwest will initially ensure that we are meeting the goals of the city and TxDOT. We will then provide a preliminary conceptual layout and schedule of proposed irrigation equipment for the Project. If necessary, we will attend a review meeting and receive comments on this layout and proposed equipment.
- **Preliminary Design Development (60%)**- Upon approval of the Concept, we will begin preliminary design plans. This plan will include Irrigation Master Plan, and details and notations. The Irrigation Master Plan will show general irrigation concepts including point-of-connection, outlet types, pipe layout and a legend. A preliminary opinion of probable cost will be provided.
- **Construction Documents Development (95% & 100% Complete)** – Following receipt of comments on the Preliminary Design, we will proceed to the Prefinal Documents. Plans for this phase will be substantially complete with only minor changes anticipated after 95% reviews. After we receive comments on the Prefinal plans we will proceed to the Final Construction Documents (100% complete). The deliverables for this stage of work will include Irrigation Plans, as well as detail sheets and pertinent notes. All the work will be developed digitally in AutoCAD and all plans will be drawn to-scale. After the final review, we will stamp a final plan set for bidding and construction (100%). A final opinion of probable construction costs will also be provided.

Bidding Phase services include plan clarifications and preparation of addenda. Our fee also includes direct costs outlined on the accompanying spreadsheet.

**Design Phase Subtotal: \$11,375.00 Lump Sum**



## **2. Construction Phase Services**

Construction Phase services include attendance at a pre-construction meeting, coordination with the Contractor, four (4) construction observation site visits and associated construction observation reports. This task also includes as-built/ record drawings, a punch list inspection and a back-check inspection to ensure the contractor has complied with the design and punch list. Direct Costs associated with the Construction Phase have been included in this phase.

**Construction Phase Subtotal: \$3,670.00**

**Total Fees: \$15,045.00**

We have completed this proposal using our current fully burdened rates. If this proposal is acceptable, please provide us with an acceptance letter or purchase order number. This fee estimate is subject to renegotiation if not accepted within thirty (30) days. Items additional to those outlined in the above scope of services items will be invoiced based on the fee schedule in effect at the time we perform those services. We look forward to completing this project for you.

Sincerely,



Robert Oberdorfer,  
Project Manager/Landscape Architect

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

For the “**2025-0344R AE Services for the Sunland Park Shared Use Path 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 “**2025-0344R AE Services for the Sunland Park Shared Use Path Project**” hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$799,621.05** for all Basic Services and reimbursables noted within the Agreement and its attachments.

**PAYMENT SCHEDULE**

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

**Payment to Consultant**

<b>Pre-Design report</b>	<b>\$211,654.10</b>
<b>60% Design</b>	<b>\$183,034.10</b>
<b>95% Design</b>	<b>\$183,864.10</b>
<b>100% Design</b>	<b>\$43,246.04</b>
<b>SUE QL-B</b>	<b>\$25,320.00</b>
<b>SUE QL-A</b>	<b>\$10,430.00</b>
<b>RAS Inspection</b>	<b>\$3,020.00</b>
<b>Other direct expenses</b>	<b>\$12,086.80</b>
<b>Bid &amp; Construction</b>	<b>\$92,008.40</b>
<b>Total</b>	<b>\$799,621.05</b>

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

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

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

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

**Receipts:** Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi,

Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

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

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

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

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

## **DELIVERABLE SCHEDULE**

### **CONCEPT PHASE**

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

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

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

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

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

### **PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE IV—BIDDING PHASE**

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

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

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

**ATTACHMENT “E”  
INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2025

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	<b>CONTACT</b> NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL: GGB.WSPUS.CertRequests@ajg.com ADDRESS: GGB.WSPUS.CertRequests@ajg.com	<b>FAX</b> (A/C, No):
<b>INSURED</b> WSP USA Inc. One Penn Plaza New York, NY 10119	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Liberty Insurance Corporation INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 42404 16535

**COVERAGES**

CERTIFICATE NUMBER: 273869820

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO9835819-12	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 14,000,000 PRODUCTS - COMP/OP AGG \$ 7,000,000 \$
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	Y		AS7-621-094060-035	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-62D-094060-015 WA7-62D-095609-075 WC7-621-094060-915	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

RE: Project Number: 2025US372004 | Project Description: Professional Services

The Owner / City of El Paso is included as Additional Insured with respect to the General Liability and Automobile Liability policies, as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

City of El Paso  
218 N. Campbell, 2nd Floor  
El Paso, TX 79901

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2025

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 300 Madison Ave 28th Floor New York NY 10017	<b>CONTACT</b> NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: ggb.wspus.certrequests@ajg.com	<b>FAX</b> (A/C, No):
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: QBE Specialty Insurance Company		11515
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 1399485389

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2024	11/1/2025	Per Claim Aggregate \$1,000,000 \$1,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

RE: Project Number: 2025US372004 | Project Description: Professional Services.

**CERTIFICATE HOLDER****CANCELLATION**

City of El Paso  
218 N. Campbell, 2nd Floor  
El Paso, TX 79901

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

AUTHORIZED REPRESENTATIVE

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