

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

**AGENDA DATE: December 14, 2021**

**PUBLIC HEARING DATE: N/A**

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

**DISTRICT(S) AFFECTED: All**

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

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

**SUBJECT:**

That the City Manager be authorized to sign a three year Agreement for Professional Services to perform Traffic Signal Synchronization services City-wide. Services on a task basis by and between the City of El Paso and each of the following consultants:

AECOM Technical Services, Inc.  
Walter P. Moore & Associates Inc.  
Kimley Horn, Inc.

Each Agreement will be for an amount not to exceed One Million One Hundred Fifty Thousand No/00 Dollars (\$1,150,000), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

**BACKGROUND / DISCUSSION:**

Traffic Signal Synchronization is a method of timing groups of traffic signals along an arterial street to provide for smooth movement of traffic with minimal stops, thereby reducing delays which result in a better flow of traffic and minimizes gas consumption and pollutant emissions experienced by motorists. The last time traffic signals were synchronized was in 2013. Since that time, traffic patterns and density of traffic have changed necessitating the need to re-synchronize the lights in major corridors.

**PRIOR COUNCIL ACTION:**

No prior Council action for traffic Signal Synchronization services.

**AMOUNT AND SOURCE OF FUNDING:**

Revised 04/09/2021

The funding for traffic signal synchronization was included in the in the FY 2022 budget

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  YES  NO

PRIMARY DEPARTMENT: **Streets and Maintenance**  
Capital Improvement Department  
SECONDARY DEPARTMENT: NA

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

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**X** *Jerry DeMuro/for*

Sam Rodriguez, P.E., City Engineer

# RESOLUTION

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

That the City Manager, or designee, be authorized to sign a three year On-Call Agreement for Professional Services to perform traffic signal synchronization services on a task order basis between the by City of El Paso and each of the following three (3) consultants:

1. AECOM Technical Services, Inc.
2. Kimley-Horn and Associates, Inc.
3. Walter P. Moore & Associates, Inc.

Each On-Call Agreement will be for an amount not to exceed One Million One Hundred Fifty Thousand and No/00 Dollars (\$1,150,000.00). In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement. In addition, the City Manager, or designee, is authorized to increase contract amounts up to \$50,000.00 each and sign any amendments to the agreements.

**APPROVED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ 2021.

(Signatures on the following page)

CITY OF EL PASO:

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Oscar Leeser  
Mayor

ATTEST:

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Laura Prine  
City Clerk


APPROVED AS TO FORM:



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Omar A. De La Rosa  
Assistant City Attorney

APPROVED AS TO CONTENT:



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Sam Rodriguez, City Engineer  
Capital Improvement Department

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

ON-CALL  
AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement (“**Agreement**”) is made this \_\_\_ **day of** \_\_\_\_\_, **2021** 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 **AECOM TECHNICAL SERVICES, INC.**, a California Corporation, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional Traffic Signal Synchronization services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

**WHEREAS**, the 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
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

**2.2** For each Project, 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 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.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner’s requirements for each task order. 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 days 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 **ONE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/00 DOLLARS (\$1,150,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

**No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of 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 each Project shall be pursuant to the Consultant’s fee proposal at the rates which is attached hereto as **Attachment “B”**.

Payments to the Consultant shall be made pursuant to **Attachment “D”**.

**3.2 INTENTIONALLY DELETED.**

**3.3 CONSULTANT’S INVOICES.** For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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 BUDGET.** The Consultant acknowledges that the budget and time for each Project will be identified in each Task Order.

**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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

**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 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.** 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
  - \$2,000,000.00 General Aggregate
  - \$2,000,000.00 Products/Completed Operations Aggregate
  - \$1,000,000.00 Personal and Advertising Injury
  
- Personal Injury or Death & Property Damage**
  - \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

**General Aggregate**

- \$1,000,000.00
- \$1,000,000.00 per occurrence

- 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 ONE MILLION AND 00/100 DOLLARS (\$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 Contract.

**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.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant’s officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.**

**5.2.1 CONSULTANT’S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant’s officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as “Consultant”), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter “Owner’s Claims”), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant’s insurers in settlement or satisfaction of Owner’s Claims under the terms and conditions of Consultant’s insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner’s Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner’s claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

**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, **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, as further described in Attachment “F”.

--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 consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

**7.2 INTENTIONALLY DELTED.**

**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 shall have 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 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, in the Owner's discretion, 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 and places.

**7.6 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.

**7.7 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.

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

**7.9 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.

**7.10 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.

**7.11 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:                     AECOM Techniocal Services  
   Attn: Miribel P. Chavez, P.E.  
   801 Cherry St., Suite 1050  
   Fort Worth, Texas 76102

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

**7.12 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.

**7.13 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.


**7.14 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:**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar A. De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, 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 \_\_\_\_\_, 2021,  
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

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

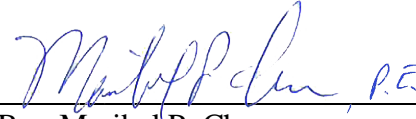
My commission expires:



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(Signatures continue on following page)

CONSULTANT:  
AECOM TECHNICAL SERVICES, INC



By: Maribel P. Chavez  
Title: Vice President

**(Acknowledgment)**

**THE STATE OF TEXAS** §  
§  
**COUNTY OF EL PASO** §

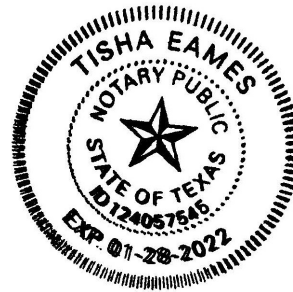
This instrument was acknowledged before me on this 24 day of November, 2021,  
by Maribel P. Chavez, as Vice President of AECOM Technical Services, Inc.



Notary Public, State of Texas

My commission expires:

01/28/22



**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

**SECTION I – PROJECT OVERVIEW**

The City of El Paso is requesting Statement of Qualifications, pursuant to the Professional Services Procurement Act, Subchapter A, Chapter 2254, of the Texas Local Government Code, from interested and qualified firms to provide architectural and engineering services for the proposed traffic signal system synchronization in various parts of the City. The proposed project involves traffic volume and field data collections, signal timing synchronization, timing sheet generation and testing, implementation and field fine-tuning, and Before & After studies for travel time and measures of effectiveness. The selected firm(s) will contract directly with the City of El Paso and will work cooperatively with the City and other affected entities to successfully provide the full scope of professional services required.

**SECTION II – SCOPE OF SERVICES**

**Task 1.0: Project Administration**

- Kick-off meeting with City of El Paso – an administrative kick-off meeting will be scheduled with the City immediately upon receiving notice to proceed (NTP). The kick-off meeting discussion topics shall include but not be limited to project requirements, project details, review of the project scope and schedule, including data collection locations and durations, invoicing requirements and schedule.
- Bi-weekly project status report.
- Monthly invoice/project meeting.
- Agency coordination – Consultant needs to coordinate with other City departments including Capital Improvement, Planning and Inspections and Sun Metro, as well as other jurisdictional entities including TxDOT, UTEP, and the El Paso, Ysleta, and Socorro Independent School Districts.
- Public meetings – the firm will attend one public meeting to discuss the project and meet as needed with City Leadership including Council.
- Project completion – the project is expected to be completed within 18 months. Upon completion and City acceptance of the work the firm will transfer all files, data and reports in electronic, Microsoft Office format, Synchro11format, and/or PDF format as appropriate.
- Post completion project maintenance services – the firm will provide maintenance services to modify the System timings as needed up to a maximum of three (3) times upon request by the City at preset additional fees, for a period of one (1) year from completion of the project.

**Task 2.0: Data Collection and Field Observation**

- The City will provide copies of existing timing sheets along the corridors and side streets, and supporting information, and data.
- The firm is responsible for collecting all the traffic count data for this project, including peak hour turning movement counts and automatic tube counts.
- The firm will perform an in-field qualitative assessment of the existing signal operation. To include cycle lengths, splits, phase sequences and modes of left and right turn operation.
- Traffic data collection will take place when area schools are in session and where possible, in areas where street construction is occurring. If it is necessary to collect data

in a construction zone, established traffic engineering practices will be used to manually adjust the traffic data. Prior to utilizing the data in the traffic model, the data will be thoroughly checked to ensure it is reasonable and balances between intersections.

### **Operational Field Review**

Conduct operational field reviews of all corridors during all peak time periods identified as AM, Midday PM Peak and Weekend. Consideration should also be included for School Zones and school starting and dismissal time. This information will be used to ensure the existing conditions Synchro model adequately represents field conditions.

### **Intersection Site Visits and Condition Diagram**

Each intersection will be inspected to collect information specific to that location including number of lanes per approach, lane use, speed limits, turn bay lengths, signal heads per approach, signal phasing, pedestrian crossing distances, and other information necessary to develop the fill Synchro models. Photo documentation of the intersection elements is to also be performed.

### **Task 2.1: Data Collection**

The firm will develop a finalized location map where traffic data counts will be collected including the location of each collection point. Data to be collected includes the following.

- Seven-day traffic counts – the firm will collect tube counts for identifying times for turning movement during peak times.
- Turning movement counts – the firm will collect turning movement counts summarized in 15-minute increments for the AM, Midday, and PM peak periods. Times for specific weekend data collection will be determined by analysis of seven day counts and will only be collected at a limited number of intersections.
- Travel time data – five “before” and “after” vehicle travel time runs will be collected along each corridor during each of the four peak periods (AM, Midday, PM and Weekend).

### **Task 2 Deliverables**

- Intersection Diagrams – condition diagrams and operational observations
- Tube count and turning movement count.

### **Task 3.0: Data Validation and Existing Model Development**

#### **Build Base Synchro Model**

The base model will be completed using the field review information to detail for each corridor and intersection, speed limits, number of lanes, lane use, turn bay lengths, school zones, etc. to develop a complete model of the geometrics system.

#### **Data Validation**

As traffic volume data collection is completed, it will be analyzed for accuracy.

#### **Develop Existing Models for Each of 4 Time Periods**

Using the base model, the consultant is to develop four distinct models using the current signal

timing plans in place at the intersections.

### **Determine Existing Condition Measures of Effectiveness (MOEs) for Each of 4 Time Periods**

Develop current traffic condition MOEs, including travel time, delay, level of service (LOS), number of stops, fuel consumption and emissions for each of the timing plan periods.

### **Task 3 Deliverables**

- Models of the project area for four existing timing plans will be provided in Synchro format.
- Existing condition MOEs.

### **Task 4.0: Develop Proposed Timing Plans**

#### **Basic Signal Controller Interval Timing**

The firm will use site visit information to determine basic controller interval timing parameters including minimum green time per phase, change interval time, all red clearance, pedestrian walk and pedestrian don't walk time.

#### **Cycle Length and System Boundary Analysis**

The firm will evaluate a range of cycle lengths using the Synchro model and prepare a matrix of information to assist in proper cycle length selection for each group of intersections. The firm will present the information in a matrix that will include cycle length, bandwidth efficiency, system delay and number of stops. The team will present these tabulated cycle length analysis to the City of El Paso at one of our monthly review meetings.

#### **Development of Optimized Signal Timing Plans and City's Signal Timing Sheets**

Once the timing plans are fully developed, the firm will conduct a review meeting with the City of El Paso to present the proposed timing plans. During this meeting the firm will obtain feedback from the City of El Paso engineers for further refinement of the timing plans. At this meeting, the firm will also discuss any minor, low cost improvements that could be made to improve operations and be incorporated into the timing deployment in the short term.

### **Task 4 Deliverables**

- Memorandum with calculated basic controller interval timings
- Memorandum with tabulated cycle length analysis and system boundary identification
- Review meeting with City of El Paso staff discussing each timing plan
- Proposed Synchro models
- Proposed signal timing sheets

### **Task 5.0: Field Implementation and Fine Tuning**

#### **Controller Loading and Testing**

The finalized timing plans developed in Task 4 will be tested, installed, and implemented in a turn-key manner by the firm. The firm's qualified engineers will conduct bench testing for all of the intersections to ensure they are operating as designed, without skipping phases or the main phases double cycling when all phases, including pedestrian phases, are maxed out for several

cycles prior to deployment in the field. The firm engineers with specific expertise in use of QuicNet and 170E controllers will conduct these tasks.

### **Field Deployment and Fine Tuning**

New timing plans will be deployed on a corridor or system basis, as deemed most appropriate for in field fine tuning. The firm's qualified engineers will be on site when the new timing plans are deployed to conduct field observations and make necessary adjustments to improve the operation of intersection and corridor operation.

### **Task 5 Deliverables**

- Qualified engineers on site to load timing plans and conduct bench testing.
- Implement controller settings in a turn-key manner and verify proper installation in the field.
- Firm engineers on site to conduct fine tuning.

### **Task 6.0: After Data Collection, Model Finalization, Summary Documentation**

#### **After Travel Time Runs**

After travel time runs will be conducted as fine-tuning along corridors/systems is completed.

#### **Synchro Model Finalizations and City Timing Sheets**

Synchro models and City signal timing sheets will be updated to reflect the final timing plans that were deployed and fine-tuned in the field.

#### **Determine Final Condition Measures of Effectiveness (MOEs) for Each of 4 Time Periods**

Develop final traffic condition MOEs, including travel time, delay, level of service (LOS), number of stops, fuel consumption and emissions for each of the timing plan periods.

#### **Final Report**

The firm will develop a comprehensive draft final report, documenting the methodology and key processes of the project. The report will include an Executive Summary, before and after conditions and quantifying improvements at each intersection and each coordinated system, MOEs analysis for existing and final conditions, final time sheets, traffic and recommendations of operational and geometric improvements. Volume counts including all other supporting documents are also to be included in the final report. The report will also include appendices and all raw traffic data, appropriate Synchro output files, and time space diagrams. The report will be presented to the City of El Paso for review and comments/feedback. Comments from the review meeting will be addressed and a Final Report of the project will be submitted to the City of El Paso.

### **Task 6 Deliverables**

- Draft and final versions of the final project report
- Final Synchro files with fine-tuned timing plans
- Final reports (4) and CD with all documents and electronic files

**Task 7.0: Post Completion Project Maintenance Services**

- The firm is to provide troubleshooting services to modify the corridor or intersections timings to address congestion or other traffic signal related issues.
- Review meeting with City staff and discussing the changes.
- Services will be requested from the City up to three (3) times included, with additional calls at preset per call fees, one (1) year from completion of the project.

**Task 7 Deliverables**

- Memorandum of problem observations, timing changes and results
- Revised signal timing sheets

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



**ATTACHMENT E - FEE SCHEDULE****SPECIFIED RATE AND LUMP SUM (LS) PAYMENT BASIS**

**LS payments are based upon the Table of Deliverables (TOD) as identified in the Work Authorization (WA)**

<b>PRIME PROVIDER NAME:</b>	AECOM Technical Services, Inc.		
<b>DIRECT LABOR</b>			
<b>LABOR/STAFF CLASSIFICATION</b>	<b>YEARS OF EXPERIENCE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY CONTRACT RATE</b>
Principal	20+	\$98.52	\$250.00
Project Manager	18+	\$85.28	\$216.42
QC Reviewer / QA Manager	20+	\$76.84	\$195.00
Engineer - Senior	15+	\$74.87	\$190.00
Engineer (Design)	5 to 10	\$55.17	\$140.00
Engineer (Project)	10 to 15	\$59.11	\$150.00
Engineer-In-Training	1 to 5	\$40.73	\$103.36
Engineer Technician	5 to 15	\$40.19	\$102.00
CADD Operator	5 to 15	\$35.47	\$90.00
CADD Operator - Senior	15+	\$47.86	\$121.44
Administrative/Clerical		\$27.58	\$70.00
Traffic Modeler - Senior	15+	\$76.84	\$195.00
Traffic Modeler	5 to 15	\$46.84	\$118.86
Project Controller		\$35.64	\$90.43
Project Controller - Senior		\$44.80	\$113.69
Transportation Planner - Senior	15+	\$78.81	\$200.00
Transportation Planner		\$65.02	\$165.00
Transportation Planner - Junior	1 to 5	\$38.69	\$98.19
GIS Operator	5 to 15	\$38.62	\$98.00
Senior Engineering Tech	15+	\$45.62	\$115.77
Junior Engineering Tech	0 to 5	\$35.25	\$89.45
Senior Traffic Tech	15+	\$47.34	\$120.13
Traffic Tech	5 to 15	\$42.47	\$107.78
Junior Traffic Tech	0 to 5	\$37.28	\$94.61
<b>INDIRECT COST RATE:</b>	<b>130.70%</b>		
<b>PROFIT RATE:</b>	<b>10.00%</b>		

Contract rates include labor, overhead, and profit.

**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 hours worked is not required.

**Direct Expenses** will be invoiced with an 8% markup

**ATTACHMENT "C"**  
**INTENTIONALLY DELETED**

**ATTACHMENT “D”  
PAYMENT AND DELIVERABLE SCHEDULES**

**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.

**Fixed fee Payment to Consultant**

<b>Report Phase</b>	<b>To be determined by Task Order</b>
<b>Preliminary Design Phase</b>	<b>To be determined by Task Order</b>
<b>Pre-Final Design Phase</b>	<b>To be determined by Task Order</b>
<b>Final Design Phase</b>	<b>To be determined by Task Order</b>
<b>Bidding Phase</b>	<b>To be determined by Task Order</b>
<b>Construction Phase</b>	<b>To be determined by Task Order</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.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting 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/Consultant 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. 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 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 City. 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.

**ATTACHMENT “D”  
PAYMENT AND DELIVERABLE SCHEDULES**

**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**

**To be determined by Task Order.**

**ATTACHMENT "E"**  
**Insurance**

**ATTACHMENT "F"**

**CITY OF EL PASO A&E SELECTION SCORESHEET**

EVALUATION CRITERIA	SUMMARY SOLICITATION #2021-1474R Traffic Signal Synchronization										
	AECOM	CONSOR	Dannenbaum	GRV	Huitt-Zollars	Kimley-Horn	Lee Engineering	LJA Engineering	Pacheco Koch	TJKM	Walter P Moore
Rater 1	81	80	68	73	69	82	68	80	68	57	77
Rater 2	81	78	79	76	75	77	78	77	76	79	80
Rater 3	81	75	73	72	72	73	77	74	78	72	79
Rater 4	83	77	74	80	78	78	73	73	77	80	77
Rater 5	62	62	60	52	51	64	60	53	63	62	64
Evaluation of prior customer's satisfaction with the work of firm	10	10	10	10	10	10	10	3	10	10	10
<b>Total</b>	398	382	364	363	355	384	366	360	372	360	387

AECOM

Walter P. Moore

Kimley Horn

Conсор

Pacheco Koch

**ATTACHMENT “D”  
PAYMENT AND DELIVERABLE SCHEDULES**

**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.

**Fixed fee Payment to Consultant**

<b>Report Phase</b>	<b>To be determined by Task Order</b>
<b>Preliminary Design Phase</b>	<b>To be determined by Task Order</b>
<b>Pre-Final Design Phase</b>	<b>To be determined by Task Order</b>
<b>Final Design Phase</b>	<b>To be determined by Task Order</b>
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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/Consultant location.

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**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.*

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**ATTACHMENT “D”  
PAYMENT AND DELIVERABLE SCHEDULES**

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**DELIVERABLE SCHEDULE**

**To be determined by Task Order.**

**ATTACHMENT "E"**  
**Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2021
---------------------------------

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

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

<b>PRODUCER</b> Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-21-22                                 10                 2021	<b>CONTACT NAME:</b> Marsh Risk & Insurance Services <b>PHONE (A/C, No, Ext):</b> 213-346-5000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> LosAngeles.CertRequest@marsh.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : Illinois Union Insurance Co</td> <td>27960</td> </tr> <tr> <td>INSURER D : SEE ACORD 101</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : N/A	N/A	INSURER C : Illinois Union Insurance Co	27960	INSURER D : SEE ACORD 101		INSURER E :		INSURER F :	
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INSURER D : SEE ACORD 101															
INSURER E :															
INSURER F :															
<b>INSURED</b> AECOM AECOM Technical Services 221 N. Kansas Street El Paso, TX 79901															

**COVERAGES                                 CERTIFICATE NUMBER:** LOS-002565122-01                         **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
A	<input checked="checked" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  OTHER:			HDO G72486304	04/01/2021	04/01/2022	EACH OCCURRENCE                     \$                     1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)    \$                     1,000,000				
			MED EXP (Any one person)            \$                     5,000				
			PERSONAL & ADV INJURY                 \$                     1,000,000				
			GENERAL AGGREGATE                    \$                     2,000,000				
		PRODUCTS - COMP/OP AGG            \$                     2,000,000					
							\$
A	<input checked="checked" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="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			ISA H25549211	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)    \$                     1,000,000
			BODILY INJURY (Per person)            \$				
			BODILY INJURY (Per accident)        \$				
			PROPERTY DAMAGE (Per accident)     \$				
							\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED                     RETENTION \$						EACH OCCURRENCE                     \$
							AGGREGATE                                \$
							\$
D	<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 <input checked="checked" type="checkbox"/> N <input type="checkbox"/> Y	N / A	SEE ACORD 101	04/01/2021	04/01/2022	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT                     \$                     2,000,000
							E.L. DISEASE - EA EMPLOYEE            \$                     2,000,000
							E.L. DISEASE - POLICY LIMIT           \$                     2,000,000
C	<b>ARCHITECTS &amp; ENG.</b>  <b>PROFESSIONAL LIAB.</b>			EON G21654693 005 "CLAIMS MADE"	04/01/2021	04/01/2022	Per Claim/Agg                             \$                     1,000,000
			Defense Included				

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

RE: Solicitation #2021-1447R Traffic Signal.

**CERTIFICATE HOLDER**

**CANCELLATION**

City of El Paso Capital Improvement Dept. 218 N. Campbell El Paso, TX 79901	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center; margin-top: 20px;"><i>Marsh Risk &amp; Insurance Services</i></p>
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services 221 N. Kansas Street El Paso, TX 79901	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C67806025	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C67805987	ACE American Insurance Company - NAIC # 22667	CA, MA
SCF C67806104	ACE American Insurance Company - NAIC # 22667	WI Retro

**ATTACHMENT "F"**

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

ON-CALL  
AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement (“**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_, 2021 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

**WHEREAS**, the 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
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

**2.2** For each Project, 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 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.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each task order. 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 days 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 **ONE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/00 DOLLARS (\$1,150,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

**No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of 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 each Project shall be pursuant to the Consultant's fee proposal at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

**3.2 INTENTIONALLY DELETED.**

**3.3 CONSULTANT'S INVOICES.** For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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 BUDGET.** The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

**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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

**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 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.** 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
  - \$2,000,000.00 General Aggregate
  - \$2,000,000.00 Products/Completed Operations Aggregate
  - \$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage**

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

**General Aggregate**

\$1,000,000.00

\$1,000,000.00 per occurrence

- 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 ONE MILLION AND 00/100 DOLLARS (\$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 Contract.

**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.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's

claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

## **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, **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, as further described in Attachment “F”.
- 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 consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

**7.2 INTENTIONALLY DELETED**

**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 shall have 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 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, in the Owner's discretion, 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 and places.

**7.6 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.

**7.7 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.

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

**7.9 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.

**7.10 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.

**7.11 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:	Kimley-Horn and Associates, Inc. Attn: Scott R. Arnold 13455 Noel Rd. Tower Two Suite 700 Dallas, Texas 75240

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

**7.12 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.



**7.13 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.

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


**(SIGNATURES ON THE FOLLOWING PAGE)**

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

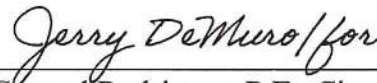
**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar A. De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, 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 \_\_\_\_\_, 2021,  
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

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

My commission expires:

\_\_\_\_\_

*(Signatures continue on following page)*



**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

## **SECTION I – PROJECT OVERVIEW**

The proposed project involves traffic volume and field data collections, signal timing synchronization, timing sheet generation and testing, implementation and field fine-tuning, and Before & After studies for travel time and measures of effectiveness.

The following scope of services includes tasks that may be performed under specific task orders consisting of signalized intersections in one or more corridors within a defined network. As individual task orders are assigned, items may be added or removed to develop a customized timing approach for the Task Order

## **SECTION II – SCOPE OF SERVICES**

### **Task 1.0: Project Administration**

- Kick-off meeting with City of El Paso – an administrative kick-off meeting will be scheduled with the City immediately upon receiving notice to proceed (NTP). The kick-off meeting discussion topics shall include but not be limited to project requirements, project details, review of the project scope and schedule, including data collection locations and durations, invoicing requirements and schedule.
- Bi-weekly project status report.
- Monthly invoice/project meeting.
- Agency coordination – Consultant needs to coordinate with other City departments including Capital Improvement, Planning and Inspections and Sun Metro, as well as other jurisdictional entities including TxDOT, UTEP, and the El Paso, Ysleta, and Socorro Independent School Districts.
- Public meetings – the firm will attend one public meeting to discuss the project and meet as needed with City Leadership including Council.
- Project completion – the project is expected to be completed within 18 months. Upon completion and City acceptance of the work the firm will transfer all files, data and reports in electronic, Microsoft Office format, Synchro11 format, and/or PDF format as appropriate.
- Post completion project maintenance services – the firm will provide maintenance services to modify the System timings as needed up to a maximum of three (3) times upon request by the City at preset additional fees, for a period of one (1) year from completion of the project.

### **Task 2.0: Data Collection and Field Observation**

- The City will provide copies of existing timing sheets along the corridors and side streets, and supporting information, and data.
- The firm is responsible for collecting all the traffic count data for this project, including peak hour turning movement counts and automatic tube counts.
- The firm will perform an in-field qualitative assessment of the existing signal operation. To include cycle lengths, splits, phase sequences and modes of left and right turn operation.
- Traffic data collection will take place when area schools are in session and where possible, in areas where street construction is occurring. If it is necessary to collect data

in a construction zone, established traffic engineering practices will be used to manually adjust the traffic data. Prior to utilizing the data in the traffic model, the data will be thoroughly checked to ensure it is reasonable and balances between intersections.

### **Operational Field Review**

Conduct operational field reviews of all corridors during all peak time periods identified as AM, Midday PM Peak and Weekend. Consideration should also be included for School Zones and school starting and dismissal time. This information will be used to ensure the existing conditions Synchro model adequately represents field conditions.

### **Intersection Site Visits and Condition Diagram**

Each intersection will be inspected to collect information specific to that location including number of lanes per approach, lane use, speed limits, turn bay lengths, signal heads per approach, signal phasing, pedestrian crossing distances, and other information necessary to develop the fill Synchro models. Photo documentation of the intersection elements is to also be performed.

### **Task 2.1: Data Collection**

The firm will develop a finalized location map where traffic data counts will be collected including the location of each collection point. Data to be collected includes the following.

- Seven-day traffic counts – the firm will collect tube counts for identifying times for turning movement during peak times.
- Turning movement counts – the firm will collect turning movement counts summarized in 15-minute increments for the AM, Midday, and PM peak periods. Times for specific weekend data collection will be determined by analysis of seven day counts and will only be collected at a limited number of intersections.
- Travel time data – five “before” and “after” vehicle travel time runs will be collected along each corridor during each of the four peak periods (AM, Midday, PM and Weekend).

### **Task 2 Deliverables**

- Intersection Diagrams – condition diagrams and operational observations
- Tube count and turning movement count.

### **Task 3.0: Data Validation and Existing Model Development**

#### **Build Base Synchro Model**

The base model will be completed using the field review information to detail for each corridor and intersection, speed limits, number of lanes, lane use, turn bay lengths, school zones, etc. to develop a complete model of the geometrics system.

#### **Data Validation**

As traffic volume data collection is completed, it will be analyzed for accuracy.

#### **Develop Existing Models for Each of 4 Time Periods**

Using the base model, the consultant is to develop four distinct models using the current signal

timing plans in place at the intersections.

### **Determine Existing Condition Measures of Effectiveness (MOEs) for Each of 4 Time Periods**

Develop current traffic condition MOEs, including travel time, delay, level of service (LOS), number of stops, fuel consumption and emissions for each of the timing plan periods.

### **Task 3 Deliverables**

- Models of the project area for four existing timing plans will be provided in Synchro format.
- Existing condition MOEs.

### **Task 4.0: Develop Proposed Timing Plans**

#### **Basic Signal Controller Interval Timing**

The firm will use site visit information to determine basic controller interval timing parameters including minimum green time per phase, change interval time, all red clearance, pedestrian walk and pedestrian don't walk time.

#### **Cycle Length and System Boundary Analysis**

The firm will evaluate a range of cycle lengths using the Synchro model and prepare a matrix of information to assist in proper cycle length selection for each group of intersections. The firm will present the information in a matrix that will include cycle length, bandwidth efficiency, system delay and number of stops. The team will present these tabulated cycle length analysis to the City of El Paso at one of our monthly review meetings.

#### **Development of Optimized Signal Timing Plans and City's Signal Timing Sheets**

Once the timing plans are fully developed, the firm will conduct a review meeting with the City of El Paso to present the proposed timing plans. During this meeting the firm will obtain feedback from the City of El Paso engineers for further refinement of the timing plans. At this meeting, the firm will also discuss any minor, low cost improvements that could be made to improve operations and be incorporated into the timing deployment in the short term.

### **Task 4 Deliverables**

- Memorandum with calculated basic controller interval timings
- Memorandum with tabulated cycle length analysis and system boundary identification
- Review meeting with City of El Paso staff discussing each timing plan
- Proposed Synchro models
- Proposed signal timing sheets

### **Task 5.0: Field Implementation and Fine Tuning**

#### **Controller Loading and Testing**

The finalized timing plans developed in Task 4 will be tested, installed, and implemented in a turn-key manner by the firm. The firm's qualified engineers will conduct bench testing for all of the intersections to ensure they are operating as designed, without skipping phases or the main phases double cycling when all phases, including pedestrian phases, are maxed out for several

cycles prior to deployment in the field. The firm engineers with specific expertise in use of QuicNet and 170E controllers will conduct these tasks.

### **Field Deployment and Fine Tuning**

New timing plans will be deployed on a corridor or system basis, as deemed most appropriate for in field fine tuning. The firm's qualified engineers will be on site when the new timing plans are deployed to conduct field observations and make necessary adjustments to improve the operation of intersection and corridor operation.

### **Task 5 Deliverables**

- Qualified engineers on site to load timing plans and conduct bench testing.
- Implement controller settings in a turn-key manner and verify proper installation in the field.
- Firm engineers on site to conduct fine tuning.

### **Task 6.0: After Data Collection, Model Finalization, Summary Documentation**

#### **After Travel Time Runs**

After travel time runs will be conducted as fine-tuning along corridors/systems is completed.

#### **Synchro Model Finalizations and City Timing Sheets**

Synchro models and City signal timing sheets will be updated to reflect the final timing plans that were deployed and fine-tuned in the field.

#### **Determine Final Condition Measures of Effectiveness (MOEs) for Each of 4 Time Periods**

Develop final traffic condition MOEs, including travel time, delay, level of service (LOS), number of stops, fuel consumption and emissions for each of the timing plan periods.

#### **Final Report**

The firm will develop a comprehensive draft final report, documenting the methodology and key processes of the project. The report will include an Executive Summary, before and after conditions and quantifying improvements at each intersection and each coordinated system, MOEs analysis for existing and final conditions, final time sheets, traffic and recommendations of operational and geometric improvements. Volume counts including all other supporting documents are also to be included in the final report. The report will also include appendices and all raw traffic data, appropriate Synchro output files, and time space diagrams. The report will be presented to the City of El Paso for review and comments/feedback. Comments from the review meeting will be addressed and a Final Report of the project will be submitted to the City of El Paso.

### **Task 6 Deliverables**

- Draft and final versions of the final project report
- Final Synchro files with fine-tuned timing plans
- Final reports (4) and CD with all documents and electronic files



**Task 7.0: Post Completion Project Maintenance Services**

- The firm is to provide troubleshooting services to modify the corridor or intersections timings to address congestion or other traffic signal related issues.
- Review meeting with City staff and discussing the changes.
- Services will be requested from the City up to three (3) times included, with additional calls at preset per call fees, one (1) year from completion of the project.

**Task 7 Deliverables**

- Memorandum of problem observations, timing changes and results
- Revised signal timing sheets

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

Rate Category	Hourly Rate
Senior Technical Expert/Quality Manager	\$325.00
Project Manager	\$270.00
Senior Engineer	\$240.00
Project Engineer	\$190.00
EIT	\$140.00
Senior Designer	\$180.00
Designer	\$120.00
Admin/Clerical	\$100.00
Project Accountant	\$195.00

**ATTACHMENT "C"**  
**INTENTIONALLY DELETED**

**ATTACHMENT "D"**  
**PAYMENT AND DELIVERABLE SCHEDULES**

**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.

**Fixed fee Payment to Consultant**

<b>Report Phase</b>	<b>To be determined by Task Order</b>
<b>Preliminary Design Phase</b>	<b>To be determined by Task Order</b>
<b>Pre-Final Design Phase</b>	<b>To be determined by Task Order</b>
<b>Final Design Phase</b>	<b>To be determined by Task Order</b>
<b>Bidding Phase</b>	<b>To be determined by Task Order</b>
<b>Construction Phase</b>	<b>To be determined by Task Order</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

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting 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/Consultant 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. 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 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 City. 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.

**ATTACHMENT "D"**  
**PAYMENT AND DELIVERABLE SCHEDULES**

**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**

**To be determined by Task Order.**

**ATTACHMENT "E"**

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Jerry Noyola
	<b>PHONE (A/C, No, Ext):</b> 770-220-7699 <span style="float: right;"><b>FAX (A/C, No):</b></span>
	<b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> National Union Fire Ins. Co. <span style="float: right;"><b>NAIC #</b></span>
<b>INSURED</b> Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<b>INSURER B:</b> Allied World Assurance Company (U.S.) <span style="float: right;"><b>19445</b></span>
	<b>INSURER C:</b> Everest National Ins Co <span style="float: right;"><b>19489</b></span>
	<b>INSURER D:</b> New Hampshire Ins. Co. <span style="float: right;"><b>10120</b></span>
	<b>INSURER E:</b> Lloyds of London <span style="float: right;"><b>23841</b></span>
	<b>INSURER F:</b> <span style="float: right;"><b>085202</b></span>


**COVERAGES** **CERTIFICATE NUMBER: 21-22** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268169	04/01/2021	04/01/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489663	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			03127930 XC8EX00363211	04/01/2021	04/01/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							\$	
D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional Liab			B0146LDUSA2104949	04/01/2021	04/01/2022	Per Claim \$2,000,000 Aggregate \$2,000,000	

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

**Evidence of Coverage.**

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Sample Certificate	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 



**ATTACHMENT "F"**

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

ON-CALL  
AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement (“**Agreement**”) is made this 16 day of November, 2021 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 **WALTER P. MOORE & ASSOCIATES, INC.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

**WHEREAS**, the 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
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted Attachment “D”
Deliverable Schedules	Payment and
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

**2.2** For each Project, 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 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.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner’s requirements for each task order. 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 days 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 **ONE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/00 DOLLARS (\$1,150,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

**No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of 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 each Project shall be pursuant to the Consultant’s fee proposal at the rates which is attached hereto as **Attachment “B”**.

Payments to the Consultant shall be made pursuant to **Attachment “D”**.

**3.2 INTENTIONALLY DELETED.**

**3.3 CONSULTANT’S INVOICES.** For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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 BUDGET.** The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

**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 term of this Agreement shall be for a period not to exceed **(3) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

**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 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.** 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
  - \$2,000,000.00 General Aggregate
  - \$2,000,000.00 Products/Completed Operations Aggregate
  - \$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage**  
\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

**General Aggregate**  
\$1,000,000.00  
\$1,000,000.00 per occurrence
- 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 ONE MILLION AND 00/100 DOLLARS (\$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 Contract.

**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.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant’s officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

**5.2.1 CONSULTANT’S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant’s officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as “Consultant”), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter “Owner’s Claims”), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant’s insurers in settlement or satisfaction of Owner’s Claims under the terms and conditions of Consultant’s insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner’s Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner’s claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

## **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, **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, as further described in Attachment “F”.

--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 consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

**7.2 INTENTIONALLY DELETED.**

**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 shall have 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 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, in the Owner’s discretion, 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 and places.

**7.6 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.

**7.7 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.

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

**7.9 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.

**7.10 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.

**7.11 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:                               Walter P Moore & Associates, Inc.  
Attn: Jorge A. Martinez  
221 N. Kansas St. Suite 601  
El Paso, Texas 79901

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

**7.12 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.

**7.13 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.


**7.14 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:**

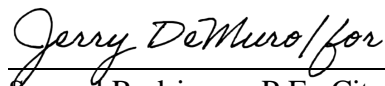
**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar A. De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, 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 \_\_\_\_\_, 2021,  
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

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

My commission expires:  
  
\_\_\_\_\_

(Signatures continue on following page)

CONSULTANT:  
WALTER P MOORE & ASSOCIATES, INC.

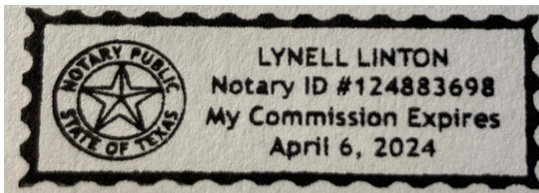


By: Jorge A. Martinez  
Title: Principal In Charge

**(Acknowledgment)**

THE STATE OF TEXAS    §  
  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on this 16th day of November, 2021,  
by Jorge A. Martinez, as Principal In Charge of Walter P Moore & Associates, Inc.



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

My commission expires:

4-6-24

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

**SECTION I – PROJECT OVERVIEW**

The City of El Paso is requesting Statement of Qualifications, pursuant to the Professional Services Procurement Act, Subchapter A, Chapter 2254, of the Texas Local Government Code, from interested and qualified firms to provide architectural and engineering services for the proposed traffic signal system synchronization in various parts of the City. The proposed project involves traffic volume and field data collections, signal timing synchronization, timing sheet generation and testing, implementation and field fine-tuning, and Before & After studies for travel time and measures of effectiveness. The selected firm(s) will contract directly with the City of El Paso and will work cooperatively with the City and other affected entities to successfully provide the full scope of professional services required.

**SECTION II – SCOPE OF SERVICES**

**Task 1.0: Project Administration**

- Kick-off meeting with City of El Paso – an administrative kick-off meeting will be scheduled with the City immediately upon receiving notice to proceed (NTP). The kick-off meeting discussion topics shall include but not be limited to project requirements, project details, review of the project scope and schedule, including data collection locations and durations, invoicing requirements and schedule.
- Bi-weekly project status report.
- Monthly invoice/project meeting.
- Agency coordination – Consultant needs to coordinate with other City departments including Capital Improvement, Planning and Inspections and Sun Metro, as well as other jurisdictional entities including TxDOT, UTEP, and the El Paso, Ysleta, and Socorro Independent School Districts.
- Public meetings – the firm will attend one public meeting to discuss the project and meet as needed with City Leadership including Council.
- Project completion – the project is expected to be completed within 18 months. Upon completion and City acceptance of the work the firm will transfer all files, data and reports in electronic, Microsoft Office format, Synchro11format, and/or PDF format as appropriate.
- Post completion project maintenance services – the firm will provide maintenance services to modify the System timings as needed up to a maximum of three (3) times upon request by the City at preset additional fees, for a period of one (1) year from completion of the project.

**Task 2.0: Data Collection and Field Observation**

- The City will provide copies of existing timing sheets along the corridors and side streets, and supporting information, and data.
- The firm is responsible for collecting all the traffic count data for this project, including peak hour turning movement counts and automatic tube counts.
- The firm will perform an in-field qualitative assessment of the existing signal operation. To include cycle lengths, splits, phase sequences and modes of left and right turn operation.
- Traffic data collection will take place when area schools are in session and where possible, in areas where street construction is occurring. If it is necessary to collect data



in a construction zone, established traffic engineering practices will be used to manually adjust the traffic data. Prior to utilizing the data in the traffic model, the data will be thoroughly checked to ensure it is reasonable and balances between intersections.

### **Operational Field Review**

Conduct operational field reviews of all corridors during all peak time periods identified as AM, Midday PM Peak and Weekend. Consideration should also be included for School Zones and school starting and dismissal time. This information will be used to ensure the existing conditions Synchro model adequately represents field conditions.

### **Intersection Site Visits and Condition Diagram**

Each intersection will be inspected to collect information specific to that location including number of lanes per approach, lane use, speed limits, turn bay lengths, signal heads per approach, signal phasing, pedestrian crossing distances, and other information necessary to develop the fill Synchro models. Photo documentation of the intersection elements is to also be performed.

### **Task 2.1: Data Collection**

The firm will develop a finalized location map where traffic data counts will be collected including the location of each collection point. Data to be collected includes the following.

- Seven-day traffic counts – the firm will collect tube counts for identifying times for turning movement during peak times.
- Turning movement counts – the firm will collect turning movement counts summarized in 15-minute increments for the AM, Midday, and PM peak periods. Times for specific weekend data collection will be determined by analysis of seven day counts and will only be collected at a limited number of intersections.
- Travel time data – five “before” and “after” vehicle travel time runs will be collected along each corridor during each of the four peak periods (AM, Midday, PM and Weekend).

### **Task 2 Deliverables**

- Intersection Diagrams – condition diagrams and operational observations
- Tube count and turning movement count.

### **Task 3.0: Data Validation and Existing Model Development**

#### **Build Base Synchro Model**

The base model will be completed using the field review information to detail for each corridor and intersection, speed limits, number of lanes, lane use, turn bay lengths, school zones, etc. to develop a complete model of the geometrics system.

#### **Data Validation**

As traffic volume data collection is completed, it will be analyzed for accuracy.

#### **Develop Existing Models for Each of 4 Time Periods**

Using the base model, the consultant is to develop four distinct models using the current signal

timing plans in place at the intersections.

### **Determine Existing Condition Measures of Effectiveness (MOEs) for Each of 4 Time Periods**

Develop current traffic condition MOEs, including travel time, delay, level of service (LOS), number of stops, fuel consumption and emissions for each of the timing plan periods.

### **Task 3 Deliverables**

- Models of the project area for four existing timing plans will be provided in Synchro format.
- Existing condition MOEs.

### **Task 4.0: Develop Proposed Timing Plans**

#### **Basic Signal Controller Interval Timing**

The firm will use site visit information to determine basic controller interval timing parameters including minimum green time per phase, change interval time, all red clearance, pedestrian walk and pedestrian don't walk time.

#### **Cycle Length and System Boundary Analysis**

The firm will evaluate a range of cycle lengths using the Synchro model and prepare a matrix of information to assist in proper cycle length selection for each group of intersections. The firm will present the information in a matrix that will include cycle length, bandwidth efficiency, system delay and number of stops. The team will present these tabulated cycle length analysis to the City of El Paso at one of our monthly review meetings.

#### **Development of Optimized Signal Timing Plans and City's Signal Timing Sheets**

Once the timing plans are fully developed, the firm will conduct a review meeting with the City of El Paso to present the proposed timing plans. During this meeting the firm will obtain feedback from the City of El Paso engineers for further refinement of the timing plans. At this meeting, the firm will also discuss any minor, low cost improvements that could be made to improve operations and be incorporated into the timing deployment in the short term.

### **Task 4 Deliverables**

- Memorandum with calculated basic controller interval timings
- Memorandum with tabulated cycle length analysis and system boundary identification
- Review meeting with City of El Paso staff discussing each timing plan
- Proposed Synchro models
- Proposed signal timing sheets

### **Task 5.0: Field Implementation and Fine Tuning**

#### **Controller Loading and Testing**

The finalized timing plans developed in Task 4 will be tested, installed, and implemented in a turn-key manner by the firm. The firm's qualified engineers will conduct bench testing for all of the intersections to ensure they are operating as designed, without skipping phases or the main phases double cycling when all phases, including pedestrian phases, are maxed out for several

cycles prior to deployment in the field. The firm engineers with specific expertise in use of QuicNet and 170E controllers will conduct these tasks.

### **Field Deployment and Fine Tuning**

New timing plans will be deployed on a corridor or system basis, as deemed most appropriate for in field fine tuning. The firm's qualified engineers will be on site when the new timing plans are deployed to conduct field observations and make necessary adjustments to improve the operation of intersection and corridor operation.

### **Task 5 Deliverables**

- Qualified engineers on site to load timing plans and conduct bench testing.
- Implement controller settings in a turn-key manner and verify proper installation in the field.
- Firm engineers on site to conduct fine tuning.

### **Task 6.0: After Data Collection, Model Finalization, Summary Documentation**

#### **After Travel Time Runs**

After travel time runs will be conducted as fine-tuning along corridors/systems is completed.

#### **Synchro Model Finalizations and City Timing Sheets**

Synchro models and City signal timing sheets will be updated to reflect the final timing plans that were deployed and fine-tuned in the field.

#### **Determine Final Condition Measures of Effectiveness (MOEs) for Each of 4 Time Periods**

Develop final traffic condition MOEs, including travel time, delay, level of service (LOS), number of stops, fuel consumption and emissions for each of the timing plan periods.

#### **Final Report**

The firm will develop a comprehensive draft final report, documenting the methodology and key processes of the project. The report will include an Executive Summary, before and after conditions and quantifying improvements at each intersection and each coordinated system, MOEs analysis for existing and final conditions, final time sheets, traffic and recommendations of operational and geometric improvements. Volume counts including all other supporting documents are also to be included in the final report. The report will also include appendices and all raw traffic data, appropriate Synchro output files, and time space diagrams. The report will be presented to the City of El Paso for review and comments/feedback. Comments from the review meeting will be addressed and a Final Report of the project will be submitted to the City of El Paso.

### **Task 6 Deliverables**

- Draft and final versions of the final project report
- Final Synchro files with fine-tuned timing plans
- Final reports (4) and CD with all documents and electronic files

**Task 7.0: Post Completion Project Maintenance Services**

- The firm is to provide troubleshooting services to modify the corridor or intersections timings to address congestion or other traffic signal related issues.
- Review meeting with City staff and discussing the changes.
- Services will be requested from the City up to three (3) times included, with additional calls at preset per call fees, one (1) year from completion of the project.

**Task 7 Deliverables**

- Memorandum of problem observations, timing changes and results
- Revised signal timing sheets

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

**WALTER P MOORE**  
**INFRASTRUCTURE FEE SCHEDULE**  
**2021**

Labor/Staff Classification	Hourly Base Rate	Hourly Contract Rate
Senior Principal	\$ 95.00	\$ 300.00
Principal/Managing Director	\$ 75.00	\$ 250.00
Team Director	\$ 65.00	\$ 205.00
Senior Project Manager	\$ 60.00	\$ 190.00
Project Manager	\$ 55.00	\$ 175.00
Senior Engineer	\$ 50.00	\$ 160.00
Engineer	\$ 45.00	\$ 145.00
Graduate Engineer	\$ 37.00	\$ 118.00
Senior Transportation Planner	\$ 60.00	\$ 190.00
Transportation Planner	\$ 45.00	\$ 145.00
Graduate Transportation Planner	\$ 35.00	\$ 111.00
Senior Designer/ Senior GIS Specialist	\$ 50.00	\$ 160.00
Designer/GIS Specialist	\$ 35.00	\$ 111.00
CAD Manager	\$ 45.00	\$ 145.00
Senior CAD Technician	\$ 41.00	\$ 130.00
CAD Technician	\$ 30.00	\$ 95.00
Engineering Intern	\$ 25.00	\$ 80.00
Administrative Assistant	\$ 25.00	\$ 75.00
<b>Overhead and Profit</b>		
Overhead Rate:	%	188.75%
Profit Rate:	%	10.00%
Contract rates include labor, overhead, and profit.		
This results in an overall overhead multiplier of 3.176		
<b>Other Direct Expenses</b>		
Reimbursables will be billed at cost plus 10%.		
Private vehicle mileage will be billed at the current IRS reimbursement rate (2021: \$0.560).		

**ATTACHMENT "C"**  
**INTENTIONALLY DELETED**

**ATTACHMENT “D”  
PAYMENT AND DELIVERABLE SCHEDULES**

**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.

**Fixed fee Payment to Consultant**

<b>Report Phase</b>	<b>To be determined by Task Order</b>
<b>Preliminary Design Phase</b>	<b>To be determined by Task Order</b>
<b>Pre-Final Design Phase</b>	<b>To be determined by Task Order</b>
<b>Final Design Phase</b>	<b>To be determined by Task Order</b>
<b>Bidding Phase</b>	<b>To be determined by Task Order</b>
<b>Construction Phase</b>	<b>To be determined by Task Order</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.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting 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/Consultant 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. 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 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 City. 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.



**ATTACHMENT “D”  
PAYMENT AND DELIVERABLE SCHEDULES**

**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**

**To be determined by Task Order.**

**ATTACHMENT "E"**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Southwest</b> 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	<b>CONTACT NAME:</b> Michelle Weweh/Stephanie A. <b>PHONE (A/C, No, Ext):</b> 713 490-4600 <b>FAX (A/C, No):</b> 713-490-4700 <b>E-MAIL ADDRESS:</b> michelle.weweh@usi.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Sentinel Insurance Company Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Sentinel Insurance Company Ltd.	11000	INSURER C : Lexington Insurance Company	19437	INSURER D : Hartford Fire Insurance Company	19682	INSURER E :		INSURER F :
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<b>INSURED</b> Walter P Moore and Associates, Inc. 1301 McKinney, 11th Floor Houston, TX 77010															

**COVERAGES**                                      **CERTIFICATE NUMBER: 33935840**                                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			61UUNOL5400	11/01/2021	11/01/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			61UENOL5699	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>			61XHUOL5401	11/01/2021	11/01/2022	EACH OCCURRENCE \$ <b>25,000,000</b> AGGREGATE \$ <b>25,000,000</b> \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	61WBOL6H36	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	Professional Liability Retro Date: 1/1/66			031428121	11/01/2021	11/01/2022	\$ <b>5,000,000 per claim</b> \$ <b>5,000,000 annl aggr.</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Blanket Additional Insured on all policies (except Professional Liability and Workers Compensation), is provided to the Certificate Holder, when required by written contract or written agreement between the Named Insured and the Certificate Holder, but limited to the operations of the Named Insured per policy forms HG 00 01 09 16 (GL); HA 99 16 03 12 (Auto); XL 00 03 06 05 (Umbrella).**  
 Coverage provided on the General Liability and Auto Liability is primary and non-contributory if required (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> City of El Paso 218 N. Campbell El Paso, TX 79901	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

by written contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on General Liability, Auto Liability, Umbrella Liability, and Professional Liability policies as required by written contract executed prior to a loss, except as prohibited by law, per policy form HG 00 01 09 16 (GL); HA 99 16 03 12 (Auto); XL 00 03 09 16 (Umbrella); LX8533 12 09 (Professional Liability).

Policies include an endorsement providing that 30 days notice of cancellation for reasons other than non payment of premium and 10 days notice of cancellation for non-payment of premium will endeavor to be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

Insured does not own any Autos.

RE: Traffic Signal Synchronization

City of El Paso shall be an additional insured if required by written contract or written agreement between the Named Insured and the Certificate Holder, but limited to the operations of the Named Insured per policy forms HG 00 01 09 16 (GL); HA 99 16 03 12 (Auto); XL 00 03 06 05 (Umbrella).

**ATTACHMENT "F"**