

**CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM**



DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 3/3/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Gilbert Guerrero, Assistant Director **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

A resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and CEA Engineering Group, Inc., a domestic for-profit corporation, for a project known as "2026-0072R Civil Engineering Professional Services for the Airport Road Reconstruction and Resurfacing Project" for an amount not to exceed \$719,817.25.

ISSUE STATEMENT:

City Council is asked to approve the award of a professional services contract to for the Airport Road Reconstruction and Resurfacing Project. Approval will allow the City to proceed with the civil engineering services for the design of the project that will address ADA compliance, sidewalk, ramp and crosswalk improvements, pavement and drainage upgrades, traffic calming measures, etc.

BACKGROUND:

The Airport Road Reconstruction and Resurfacing project was approved under Proposition A of the City of El Paso's 2022 Community Progress Bond for street and infrastructure improvements. This project will improve roadway safety, ADA accessibility and support multi modal transportation consistent with the City's Bike Plan.

COUNCIL OPTIONS:

1. Approve the award as presented
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

This project was approved on November 8, 2022 as part of the Community Progress Bond.

LEGAL REVIEW:

- Legal counsel reviewed as a part of Council packet
- Legal counsel reviewed in advance of packet as an individual item

AMOUNT AND SOURCE OF FUNDING:

\$719,817.25 - 2022 Community Progress Bond

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

YES

| NAME | AMOUNT (\$) |
|------------------|-------------|
| Renard Johnson | 2,500.00 |
| Alejandra Chavez | 1,500.00 |

ATTACHMENTS:

Evaluation Summary

FOR MORE INFORMATION:

Elsa Rodriguez

915-212-0065

aeselections@elpasotexas.gov

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

SIGNATURE:



(If Agenda Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and **CEA Engineering Group, Inc.**, a domestic for-profit corporation, for a project known as “**2026-0072R Civil Engineering Professional Services for the Airport Road Reconstruction and Resurfacing Project**” for an amount not to exceed \$719,817.25; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$819,817.25; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ **DAY OF** _____ **2026.**

CITY OF EL PASO:

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito
Senior Assistant City Attorney



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

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made on this ___ day of _____, 2026 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 CEA Engineering Group, Inc., a Domestic For-Profit Corporation registered to do business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “**2026-0072R Civil Engineering Professional Services for the Airport Road Reconstruction and Resurfacing Project**” hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

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

**ARTICLE II.
PROJECT**

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

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

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

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

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

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

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$719,817.25** for all basic services and reimbursables performed pursuant to this Agreement.

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

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

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

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

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocated is **\$8,200,000.00**, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

**ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION**

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

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

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

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

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

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

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

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

- a) **Commercial General Liability**
 \$1,000,000.00 Per Occurrence
 \$1,000,000.00 Products/Completed Operations
 \$1,000,000.00 Personal and Advertising Injury

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
 \$1,000,000.00 per accident

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

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

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

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

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

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

**ARTICLE VI.
FEDERAL AND STATE PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

7.6 CONTRACTING INFORMATION

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

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

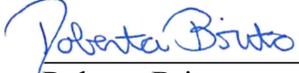
7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2026,
by **Dionne Mack**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

ATTACHMENT "A"
SCOPE OF SERVICES

EXHIBIT A

SERVICES TO BE PROVIDED BY THE ENGINEER

I. PROJECT SUMMARY

The Airport Rd. Reconstruction and Resurfacing project is approximately 2.3 miles from Montana Ave. to Spur 601. The reconstruction limits are from Montana Ave. to Airway Blvd. and will generally include the following:

- A boundary survey of right-of-way shall be performed to determine available right-of-way and identify potential encroachments.
- Demolition will consist of removing existing non-ADA compliance sidewalks, ramps, curb and gutter, existing drainage structures and existing pavement structures as necessary.
- Improvements shall consist of ADA compliant sidewalk and driveways, curb and gutter, ADA ramps, crosswalks and bicycle improvements consistent with the City of El Paso Bike Plan.
- Roadway improvements shall consist of new roadway pavement structure that shall consist of Hot Mix Asphaltic Concrete (HMAC), with base course and compacted or stabilized subgrade if necessary.
- Traffic improvements shall consist of new street signage and striping where necessary due to condition and/or compliance, otherwise existing signage to remain.
- Appropriate traffic calming is to be included in the reconstruction of the roadway and determined through a combination of evaluation of existing conditions, proposed design, and public consideration.

The resurfacing limits extend from Airway Blvd. to Spur 601 and will generally include the following:

- A boundary survey of right-of-way shall be performed to determine available right-of-way and identify potential encroachments.
- Demolition will consist of removing existing non-ADA compliance sidewalks, ramps, curb and gutter, existing drainage structures and milling of existing pavement structures as necessary.
- Improvements shall consist of ADA compliant sidewalk and driveways, curb and gutter, ADA ramps, crosswalks and bicycle improvements consistent with the City of El Paso Bike Plan.
- Roadway improvements shall consist of milling and resurfacing existing Hot Mix Asphaltic Concrete (HMAC).
- Traffic improvements shall consist of new street signage and striping where necessary due to condition and/or compliance, otherwise existing signage to remain.
- An alternative where improvements shall consist of new ADA compliant sidewalks, ADA ramps, and lighting on the west side parkway area of Airport Rd. from Airway Blvd to Spur 601.

Professional Services will be provided by the Engineer to produce preliminary plan documents

(Pre-Design Report), schematics, and final plans, specifications, and estimates (PS&E). These services generally will include schematic design, topographic surveying, pavement design, development of roadway geometry, drainage study of existing conditions along Airport Rd., right-of-way mapping, geotechnical, illumination, if needed, stakeholder coordination, document preparation, and design services necessary for the preparation of PS&E. Coordination with the City of El Paso – Capital Improvement Department (CID), EP Water, UPRR, Fort Bliss, as well as TXDOT and other affected entities and all utilities is required. The Engineer will also be required to prepare a complete construction bid package, participate during the bid phase (respond to any questions received by prospective bidders and attend pre-bid conference). Bidding and Construction phase services will be contracted under a separate work authorization.

The City of El Paso shall conduct all logistics for the public meeting and pay any direct cost associated with the public meeting, including location rental, advertising, interpreter services, translation services, security, etc.

II. SERVICES NOT PROVIDED UNDER THIS SCOPE OF SERVICES

Services not specifically provided for in the scope will be additional services and perform at negotiated rates. Services excluded from the scope include: Landscaping and irrigation, traffic signalization, ITS studies or designs, temporary lighting plans, evaluation of multiple types of luminaire types/fixtures, new drainage improvements, as-built survey; ALTA/NSPS Land Title Survey; title commitment; boundary surveys of adjoining parcels, construction staking; certification of TXDOT or City of El Paso monuments, and delineation of buried materials and/or structures.

III. SERVICES TO BE PROVIDED BY THE ENGINEER

Professional services to be provided by the Engineer will conform to all pertinent City, State, and Federal requirements. The design shall conform to the latest editions of the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable.

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

Project documentation will be prepared in accordance with City standard 24x36 plans.

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

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

- Project Management
- Surveying
- Geotechnical Investigations
- Environmental Studies
- Public Involvement Activities
- Conceptual Design Phase
- Pre-Design Report
- Stakeholder coordination
- Plans, Specifications and Estimates
- Utility Coordination

A. Project Management

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

1. Project Management Workplan (NOT PART OF THIS SCOPE OF WORK)
2. Progress Reporting
 - 2.1. Prepare and submit to CID monthly progress reports of activities completed during reporting period at the end of each month at a percentage of each milestone/design phase.
 - 2.1.1. Activities Completed.
 - 2.1.2. Initiated and Ongoing Activities.
 - 2.1.3. Planned Activities.
 - 2.1.4. Overall Status including Tabulation of Percentage Complete by Task.
 - 2.2. Prepare and Submit Invoices. The report shall be submitted as an attachment to the invoice submittal.
3. Coordination/Administration
 - 3.1. The Engineer shall prepare for and attend one (1) kick-off meeting to discuss project guidelines and present general project requirements and expectations.
 - 3.2. The Engineer shall prepare for and conduct one (1) internal kick-off meeting with design team and subconsultants.
 - 3.3. Coordinate with the CID's staff, user departments, and external agencies throughout project development.
 - 3.4. Attend up to three (3) City Design Review meetings (CDR).
 - 3.5. Prepare and conduct up to eight (8) monthly progress meetings.
4. Project Control/Scheduling
 - 4.1. Develop and maintain a Master Schedule for the Project indicating critical dates, milestones, deliverables, and review requirements.
 - 4.2. Update schedule at project milestones.

Deliverables

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

B. Surveying

SEE SUBCONSULTANT SCOPE OF WORK

C. Geotechnical Investigations

SEE SUBCONSULTANT SCOPE OF WORK

D. Public Involvement Activities

1. Public Involvement (23 CFR §771.111)
 - 1.1. Prepare typical cross section and general exhibits for one (1) Public Meeting.
 - 1.2. Prepare corridor rendering for one (1) public meeting.
 - 1.3. Attend and assist CID with one (1) public meeting.

Deliverables

- Exhibit Boards
- Corridor Rendering
- Public Hearing Transcript (provided by CID)

E. Pre-Design Report Phase

1. Data Collection
 - 1.1. Field Reconnaissance
 - 1.1.1. Internal Task and Safety Kick-off Meeting.
 - 1.1.2. Collect Overall Project Data
 - 1.1.3. Document key landmarks along existing corridor.
 - 1.1.4. Review of existing sidewalk and ADA conditions.
 - 1.1.5. Prepare photos and aerial imaging.
 - 1.2. Traffic and Transportation Data
 - 1.2.1. Internal Task and Safety Kick-off Meeting.
 - 1.2.2. Collect AADT traffic data along corridor (24-hr) at three (3) locations.
 - 1.2.3. Collect AM and PM peak(2-HR) traffic counts at seven (7) intersections.
 - 1.2.4. Prepare Traffic Projections for opening and future (+20) years.
 - 1.2.4.1. Collect historical traffic data.
 - 1.2.4.2. Establish future growth factor.
 - 1.2.4.3. Develop corridor projected volumes.
 - 1.2.4.4. Develop stick diagrams of projected volumes.
 - 1.2.4.5. Determine intersection and segment Level of Service (LOS)
2. Conceptual Design
 - 2.1. Submit design criteria to be used in the design of the Project for approval by CID

- prior to beginning design work. Preliminary Design criteria shall include, but not limited to, the following roadway elements: facility type, design speed, acceptable level of service, horizontal criteria, stopping sight distance, maximum curvature, and maximum super-elevation rates, vertical criteria, minimum and maximum gradient, K-values, and vertical clearances, cross section criteria, lane widths, shoulder widths, pavement cross slope and maximum side slopes, intersection horizontal and vertical criteria including corner radii, and design vehicle turning movements.
- 2.2. Develop proposed typical section concepts. Sections will require approval prior to design phase.
 - 2.3. Prepare materials and hold a preliminary Design Concept Conference (DCC).
 3. Drainage Analysis
 - 3.1. Perform an existing condition drainage analysis to CID and EP Water standards.
 - 3.1.1. Determine and calculate contributing watersheds.
 - 3.1.2. Perform analysis based on as-built data collected of existing storm sewer and outfall.
 - 3.1.3. Review of existing inlet and storm sewer capacity.
 - 3.1.4. Analyze existing street carrying capacity and spread widths.
 4. Report
 - 4.1. Prepare Pre-Design Report.
 5. Detailed Schematic Roll Plot
 - 5.1. Prepare schematic roll plot of project corridor.
 - 5.1.1. Horizontal and geometric layout
 - 5.1.2. Drainage layout
 - 5.1.3. Operational layout
 - 5.1.4. Striping and signage
 - 5.1.5. Illumination
 - 5.1.6. ADA and pedestrian improvements
 6. Other Items to support the engineering design effort.
 - 6.1. Develop Conceptual Phase Engineer's cost estimate.
 - 6.2. Develop proposed conditions Photometric Analysis.

Deliverables

- Preliminary Design Criteria.
- Conceptual plan layout
- Preliminary Engineering Report
- Conceptual Estimate of Probable construction costs
- Illumination warrant analysis.

F. Stakeholder Coordination

1. The Engineer will be responsible for implementing stakeholder involvement. Services will include identifying stakeholders affected by the project and coordination of meetings to establish a proactive involvement process during the project development. The stakeholder involvement activities sought under this scope of services include:
 - 1.1. Identify stakeholders and develop mailing list database.
 - 1.2. Facilitate up to six (6) meetings.

1.3. Prepare exhibits/displays for Meetings.

Deliverables

- Stakeholder Mailing List Database
- Meeting Material
- Meeting Summary

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

1. Utility Conflict Analysis
 - 1.1. Perform up to five (5) potholes, by nondestructive means, to a maximum depth of 8 feet to determine cover on utility lines. The potholes will be performed as a reimbursable expense and will be done with CID concurrence. Potholing is not a full SUE, and is only accurate at the location the pothole is conducted.
 - 1.2. Develop utility layout plan.
2. Roadway Design
 - 2.1. Design vertical and horizontal alignments.
 - 2.2. Develop cross-section and earthwork volumes.
 - 2.3. Detail design elements throughout project include intersection design, illumination, driveway access, bicycle and pedestrian facilities, and miscellaneous details.
 - 2.3.1. Intersection design at all signalized intersections.
 - 2.3.1.1. Follow City, NACTO and AASHTO design guidelines for intersection geometry and sight distance.
 - 2.3.1.2. Texas MUTCDs and maintaining agency standards.
 - 2.3.1.3. Develop pedestrian access details.
 - 2.3.1.4. Develop general notes, intersection layout sheets.
 - 2.3.1.5. Tabulate quantities and provide summary sheets.
 - 2.3.2. Illumination
 - 2.3.2.1. Streetlight plans showing types and locations of light poles, ground boxes, electrical service and conduit.
 - 2.3.2.2. Perform electrical calculations using standard City of El Paso light poles and determine the required conduit, conductor, and breaker sizes.
 - 2.3.2.3. Identify electrical service location with El Paso Electric Company.
 - 2.3.2.4. Provide new lighting loads to El Paso Electric Company.
 - 2.3.2.5. Develop general notes, lighting plan sheets, and sheets consisting of the luminaire and conductor/conduit schedule.
 - 2.3.2.6. Tabulate lighting quantities and provide summary sheets.
 - 2.3.3. Driveway access at existing facilities and approach street improvements.
 - 2.3.3.1. Including transitions/modifications to existing streets.
 - 2.3.4. Bicycle and pedestrian facilities.
 - 2.3.4.1. Follow City, AASHTO, NACTO, ADAAG, PROWAG and City Bike Plan guidelines.
 - 2.3.4.2. Develop general notes, layout plan sheets.
 - 2.3.4.3. Tabulate quantities and provide summary sheets.
 - 2.3.5. Miscellaneous details.

- 2.4. Submit design exceptions/waivers as required on project.
3. Operational Design.
 - 3.1. Develop signing and pavement marking plans.
4. Traffic Control Plan
 - 4.1. Attend up to two (2) meetings to present and discuss the proposed construction sequence and traffic control plans for the project (TXDOT Safety Review).
 - 4.1.1. Prepare presentation material for Safety Review meetings, including plan layout and PowerPoint, as necessary.
 - 4.2. Prepare traffic control drawings including line diagrams; detour plans; TCP; general note guidelines for contractor to follow; TCP details/standards.
 - 4.3. Compile TCP Details/Standards using available TXDOT Standards.
5. Storm Water Pollution Prevention Plan (SW3P)
 - 5.1. Prepare SW3P Narrative.
 - 5.2. Prepare Storm Water Pollution Prevention Plans.
6. Final assembly of PS&E Package and supporting documents.
 - 6.1. Complete final construction plans.
 - 6.2. Develop standard and special specifications.
 - 6.3. Develop special provisions.
 - 6.4. Develop cost estimate.
 - 6.5. Develop construction time estimate.
 - 6.6. QA/QC at (30%, 60%, 90% and Final) PS&E reviews.
7. ADA compliance Services
 - 7.1. Engineer will perform plan review and inspections for ADA, T.A.S, and Texas Department of Licensing and Regulation requirements.
8. Submit design documents at project milestones (30, 60, 90 and Final) to all entities with jurisdiction over approval of the project.
 - 8.1. Coordinate reviews, gather/ address comments received from those entities.

Deliverables

- 30%, 60%, 90%, Final Submittals: The Engineer will prepare and provide three (3) reproducible copies of the 30%, 60%, 90%, Final Design documents and corresponding electronic (pdf) files.
- QC redlines at (30%, 60%, 90%) design reviews.
- Specification list, general notes, special provisions, specifications, special specifications.
- Final opinion of probable construction cost.
- Final opinion of construction schedule.
- Final signed and sealed construction plans.
- Bid document front end preparation.

H. Utility Coordination

1. Utility Coordination
 - 1.1. Develop listing of utility companies with contact information.
 - 1.2. Conduct records research and acquisition of available as-built utility records. This information will be placed on the base map and provided to all utility companies.

Response to request shall form the basis for the Utility Coordination Contact List.

- 1.3. Designate known utilities throughout the ROW, as provided by utility owners.
- 1.4. Conduct utility coordination meetings to review record drawings and proposed improvements with affected utility owners individually at each phase submittal.
- 1.5. Prepare and issue minutes for each meeting.
- 1.6. Assist the CID in obtaining clearance letters.
- 1.7. Coordinate with utility companies requesting that relocation of their facilities be part of the project construction. The consultant will assist the CID in coordinating this effort with utility companies, advise them of policies, and incorporate their design/bid plans into the project. No design services for the utility companies are included in this scope.

I. Bid Phase Services

1. Bid Development
 - 1.1. Assist in the preparation of addenda to drawings or specifications.
 - 1.2. Attend the Pre-Bid Conference.
 - 1.3. Assist CID in responding to Contractor Questions.
2. Bid Award
 - 2.1. Assist CID in evaluating bids received.

Deliverables

- Project Bid Proposal
- Addendums

J. Construction Phase Services

1. Construction Administration Services (Based on an estimated 12 month schedule)
 - 1.1. Provide general administration through the construction phase.
 - 1.1.1. Progress Report and backup documentation.
 - 1.1.2. Invoicing.
 - 1.2. Review Submittals and Request for Information in a timely manner.
 - 1.3. Establish ASIs and provide estimates for possible Change Orders.
 - 1.4. Perform periodic site visits.
 - 1.5. Participate in the substantial completion and final inspection and assist in preparing punch list.
 - 1.6. Furnish Record Drawings based on information provided by CID.
2. Resident Project Representative Services
 - 2.1. Not Part of this Scope.

Airport Road

Traffic Count Locations

Legend

 Airport Road

Turning Movement Count
@ Intersection of Airport
Rd. & Founders Blvd.
(2 People Required)

24-Hr Tube Counts @
Airport Rd.

Turning Movement Count
@ Intersection of Airport
Rd. & Butterfield Blvd.
(2 People Required)

Turning Movement Count
@ Intersection of Airport
Rd. & Leigh Fisher Blvd.
(2 People Required)

24-Hr Tube Counts @
Airport Rd.

Turning Movement Count
@ Intersection of Airport
Rd. & Airway Blvd.
(2 People Required)

Turning Movement Count
@ Intersection of Airport
Rd. & Boeing Dr.
(2 People Required)

24-Hr Tube Counts @
Airport Rd.

Turning Movement Count
@ Intersection of Airport
Rd. & Montana Ave.
(2 People Required)

Turning Movement Count
@ Intersection of Airport
Rd. & Sioux Dr.
(4 People Required)

Google Earth

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1 mi



EXHIBIT A-1

2026-0072R-AIRPORT ROAD RECONSTRUCTION/RESURFACING

TOPOGRAPHIC SURVEYS FOR AIRPORT RD FROM MONTANA AVENUE TO SPUR 601

TASK 100 – PROJECT MANAGEMENT

100.1 Perform contract administration and management duties, attend progress meetings, prepare monthly progress reports, prepare invoices and prepare meeting summaries.

100.2 Conduct record drawings research. Request record drawings from utility agencies.

TASK 200 – TOPOGRAPHIC SURVEYS (2.7 MILES)

200.1 Established horizontal and vertical controls for the project corridor.

200.2 ~~Establish~~ Conduct fieldwork required for topographic surveys. The topographic survey shall include

- a. Topographic survey limits for the project corridor and at each intersection will be 100' length from the intersection centerline and run along each leg of the intersection.
- b. The survey shall include all visible topographical features including, but not limited to, roadway centerlines, roadway edges, curb lines, driveways, sidewalks, ramps, traffic islands, fences, walls, trees, guardrails, ditch lines, ditch banks, inlets, manholes, pipes, culverts, any other visible drainage and irrigation structures.
- c. All existing traffic control devices such as traffic signs, pavement markings, signal poles, signal cabinets and ground-boxes shall be included.
- d. Relevant features within 10 feet outside the ROW, such as edge lines of buildings, canopies, parking areas and fences, large signs, etc.
- e. Visible utilities, public and private, including utility poles, guy wires, overhead lines, pedestals, cabinets, markers, regulators, meters, valves, fire hydrants, manholes, junction boxes, inlets, etc.
- f. Underground utility lines, public and private, as marked on the ground by the respective utility companies.
- g. Underground storm sewer and sanitary sewer lines shall also be verified by opening manholes (if accessible).

200.3 Download daily data and begin processing for preparation of the CAD drawing.

200.4 Prepare the CAD drawing for the project corridor.

TASK 300 – BOUNDARY SURVEYS FOR THE CORRIDOR

- 300.1 Research property information with EPCAD and the El Paso County.
- 300.2 Locate existing property pins and monuments to determine reference points required for locating the roadway boundary(ies) (ROW) and locate existing features consisting of the following:
 - i. Survey Datum: Horizontal Control will be based on North American Datum of 1983 (NAD83), (2011), Texas State Plane Central Zone, US Survey Feet.
 - ii. Conduct a limited topographic survey of the property to assist in preparation of the boundary survey.
 - iii. Deliverables will be in PDF format.
- 300.3 Prepare AutoCAD drawings with the right-of-way information based on the researched information and field data collected.
- 300.4 Prepare metes and bounds descriptions and exhibit for the railroad right-of-way.
- 300.5 Conduct coordination with the railroad.

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



January 15, 2026

City of El Paso – Capital Improvement Department
 218 N. Campbell, 2nd Floor
 El Paso, Texas 79901

Attention: Mr. Nicholas Gonzalez
 Project Manager

Reference: **Fee Proposal for Professional Services:
 Airport Rd. Reconstruction and Resurfacing (REV1)**

Dear Mr. Gonzalez:

We are pleased to submit our revised fee proposal for professional services related to the improvements for the reconstruction and resurfacing of Airport Rd. from Montana Ave. to Spur 601. Our fee for the services described in the enclosed Scopes of Work shall be billed on a lump sum basis as identified in the attached billing summary. Below is an overall summary of the estimated effort.

| | |
|-------------------------------------|---------------------|
| DESIGN PHASE LABOR: | \$509,705.73 |
| DESIGN PHASE DIRECT EXPENSES: | \$15,935.00 |
| DESIGN PHASE SUBCONSULTANTS: | \$116,866.30 |
| SUBCONSULTANT ADMINISTRATION | \$11,686.63 |
| TOTAL DESIGN PHASE SERVICES: | \$654,193.66 |
| BID PHASE SERVICES: | \$5,252.31 |
| CONSTRUCTION PHASE SERVICES: | \$60,371.28 |
| TOTAL PROJECT SERVICES: | \$719,817.25 |

We anticipate starting our services immediately after receiving Notice to Proceed. This fee proposal excludes any cost associated with review fees or application fees, by any agency. Submittals will be made in accordance with the standard contract requirements. The plans will be submitted to City – Capital Improvements Department (CID). We will coordinate with your staff to ensure adequate timing of plan submittal.

We thank you for the opportunity, and if you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,
 CEA Group

Frank Corral, P.E.
 Principal/Senior Project Manager

airport rd-ltr 01-15-26
 FC/fc

Enclosures: Project Proposal Worksheets

CEA Group
 Airport Rd. Reconstruction & Resurfacing
 DESIGN PHASE SERVICES

| Task Description | CONTRACT RATE PER HOUR | January 15, 2025 | | | | | | | | | | TOTAL LABOR HOURS | TOTAL LABOR COST |
|---|------------------------|------------------|------------------------|-----------------|------------------|-----------------|--------------------|----------------------------|---------------------|--------------|------------|-------------------|------------------|
| | | QA/QC ENGINEER | SENIOR PROJECT MANAGER | PROJECT MANAGER | PROJECT ENGINEER | DESIGN ENGINEER | ENGINEER ASSOCIATE | SENIOR DRAFTING TECHNICIAN | DRAFTING TECHNICIAN | ADMIN ASSIST | | | |
| A. Project Management | | \$247.00 | \$247.00 | \$238.00 | \$163.07 | \$140.00 | \$115.53 | \$112.71 | \$58.62 | \$84.55 | \$0.00 | 153 | \$ 35,500.79 |
| 1. Project Management/Work Plan | | | | | | | | | | | 0 | \$ - | |
| NOT PART OF SCOPE OF WORK | | | | | | | | | | | 0 | \$ - | |
| 2. Progress Reporting | | | 12 | | | | | | 6 | | 18 | \$ 4,970.46 | |
| 2.1 Prepare and Submit Monthly Progress Reports and Invoices | | | | | | | | | | | 0 | \$ - | |
| 2.1.1 Activities Completed | | | | | | | | | | | 0 | \$ - | |
| 2.1.2 Initiated and Ongoing Activities | | | | | | | | | | | 0 | \$ - | |
| 2.1.3 Planned Activities | | | | | | | | | | | 0 | \$ - | |
| 2.1.4 Overall Status including Tabulation of Percentage Complete by Task | | | | | | | | | | | 0 | \$ - | |
| 2.2 Prepare and Submit Invoices | | | 6 | | | | | | | | 6 | \$ 1,487.76 | |
| 3. Coordination/Administration | | | | | | | | | | | 107 | \$ 25,945.63 | |
| 3.1 Prepare and attend 1 Team Kickoff Meeting | | | 2 | 2 | | | | | | | 4 | \$ 969.30 | |
| 3.2 Prepare and conduct 1 Internal Team Kickoff Meeting with Design Team and Subconsultants | | 1 | 2 | 1 | 1 | 1 | 1 | 1 | | | 7 | \$ 1,720.81 | |
| 3.3 Coordinate with City, User Departments and External Agencies (TxDOT, UPRR) | | | 20 | 40 | | | | | | | 60 | \$ 14,430.00 | |
| 3.4 Attend up to 3 CDR Meetings | | | 6 | 6 | | | | | | | 12 | \$ 2,967.90 | |
| 3.5 Prepare and conduct up to 6 monthly progress meetings | | | 6 | 16 | | | | | | | 24 | \$ 5,779.72 | |
| 4. Project Control/Scheduling | | | | | | | | | | | 22 | \$ 5,274.80 | |
| 4.1 Develop and Maintain a Master Project Delivery Schedule | | 2 | 4 | 8 | | | | | | | 14 | \$ 3,381.28 | |
| 4.2 Update Schedule as Needed (Not more frequent than monthly) | | | | | | | | | | | 8 | \$ 1,893.52 | |
| Deliverables: | | | | | | | | | | | 0 | \$ - | |
| 1. Summaries of Meetings | | | | | | | | | | | 0 | \$ - | |
| 2. Project Schedule | | | | | | | | | | | 0 | \$ - | |
| 3. Progress Reports and Invoices | | | | | | | | | | | 0 | \$ - | |
| HOURS SUB-TOTALS | | 3 | 59 | 81 | 1 | 1 | 1 | 1 | 0 | 0 | 153 | | |
| TASK LABOR | | \$743.88 | \$14,629.64 | \$19,171.89 | \$169.07 | \$140.00 | \$115.53 | \$112.71 | \$0.00 | \$507.18 | \$0.00 | \$35,590.79 | |
| % DISTRIBUTION OF STAFF HOURS | | 1.98% | 38.56% | 52.94% | 0.65% | 0.65% | 0.65% | 0.65% | 0.00% | 3.92% | 0.00% | | |
| B. Surveying | | | | | | | | | | | 0 | \$ - | |
| NOT SUBCONSULTANT SCOPE OF WORK | | | | | | | | | | | 0 | \$ - | |
| HOURS SUB-TOTALS | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | |
| TASK LABOR | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| % DISTRIBUTION OF STAFF HOURS | | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | | |
| C. Geotechnical Investigations | | | | | | | | | | | 0 | \$ - | |
| NOT SUBCONSULTANT SCOPE OF WORK | | | | | | | | | | | 0 | \$ - | |
| HOURS SUB-TOTALS | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | |
| TASK LABOR | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| % DISTRIBUTION OF STAFF HOURS | | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | | |
| D. Public Involvement Activities | | | | | | | | | | | 38 | \$ 4,699.08 | |
| Public Involvement (as per 1741.111) | | | | | | | | | | | 38 | \$ 4,699.08 | |
| 1.1 Prepare Typical Cross Section and General Exhibits for 1 Public Meeting | | 1 | 1 | 1 | | | | 4 | | | 6 | \$ 779.13 | |
| 1.2 Prepare Corridor Rendering for 1 Public Meeting | | 1 | 1 | 1 | | | | 24 | | | 26 | \$ 2,851.53 | |
| 1.3 Attend & Assist City with 1 Public Meeting | | | 2 | 2 | | | | | | | 4 | \$ 486.30 | |
| Deliverables: | | | | | | | | | | | 0 | \$ - | |
| 1. Exhibit Boards | | | | | | | | | | | 0 | \$ - | |
| 2. Corridor Rendering | | | | | | | | | | | 0 | \$ - | |
| HOURS SUB-TOTALS | | 2 | 2 | 2 | 0 | 0 | 0 | 28 | 0 | 0 | 38 | \$ 4,699.08 | |
| TASK LABOR | | \$485.92 | \$485.92 | \$846.76 | \$0.00 | \$0.00 | \$0.00 | \$2,761.36 | \$0.00 | \$0.00 | \$4,699.08 | | |
| % DISTRIBUTION OF STAFF HOURS | | 5.56% | 5.56% | 11.11% | 0.00% | 0.00% | 0.00% | 77.78% | 0.00% | 0.00% | 0.00% | | |
| E. Pre-Design Report Phase | | | | | | | | | | | 733 | \$ 111,017.54 | |
| 1. Data Collection | | | | | | | | | | | 287 | \$ 42,444.29 | |
| 1.1 Field Reconnaissance | | | | | | | | | | | 0 | \$ - | |
| 1.1.1 Internal Task and Safety Kick-off Meeting | | 1 | 1 | 1 | 1 | | | | | | 4 | \$ 794.61 | |
| 1.1.2 Collected Overall Project Data | | | | | 8 | | | | | | 10 | \$ 1,826.94 | |
| 1.1.3 Document Key Landmarks Along Existing Corridor | | | | | 4 | 4 | | | | | 8 | \$ 1,256.84 | |
| 1.1.4 Review of Existing Sidewalk and ADA Conditions | | | | | 4 | | | | | | 8 | \$ 1,623.04 | |
| 1.1.5 Prepare Digital Photos and Aerial Imaging | | | | | 1 | 2 | | 8 | | | 11 | \$ 1,363.79 | |
| 1.2 Traffic/Transportation Data | | | | | | | | | | | 0 | \$ - | |
| 1.2.1 Internal Task and Safety Kick-off Meeting | | 1 | 1 | 1 | | | | | | | 3 | \$ 653.72 | |
| 1.2.2 Collected AADT Traffic Data Along Corridor (24-HR) @ 3 locations | | | | | 2 | | | 4 | 4 | | 10 | \$ 1,183.40 | |
| 1.2.3 Collected AM & PM Peak (2-HR) Traffic Counts @ 7 Intersections | | | | | 4 | | 20 | 35 | 35 | | 64 | \$ 10,090.03 | |
| 1.2.4 Prepare Traffic Projections for opening and future (+20) years | | 1 | 4 | 30 | 30 | | | | | | 65 | \$ 10,483.52 | |
| 1.3 Illumination | | | | | | | | | | | 0 | \$ - | |
| 1.3.1 Review of existing photometrics | | | | | 2 | 16 | | | | | 18 | \$ 3,176.50 | |
| 1.4 As-Built Data | | | | | | | | | | | 0 | \$ - | |
| 1.4.1 Request and Review of Existing Corridor As-Built Plans | | 2 | 4 | 16 | | | | | | | 20 | \$ 4,904.76 | |
| 1.4.2 Request and Review of Existing Storm Sewer/Drainage As-Built Plans | | 2 | 4 | 12 | | | | | | | 18 | \$ 4,260.48 | |
| 2. Conceptual Design | | | | | | | | | | | 41 | \$ 7,350.84 | |
| 2.1 Submit Design Criteria for approval prior to Design Work | | 1 | 2 | 8 | | | | | | | 11 | \$ 2,531.40 | |
| 2.2 Prepare Typical Section Concepts (Up to 2 Alternatives) | | 1 | 1 | 2 | | 8 | | 4 | | | 16 | \$ 2,450.80 | |
| 2.3 Conduct Design Concept Conference | | 1 | 2 | 4 | | | | 8 | | | 14 | \$ 2,291.84 | |
| 3. Drainage Analysis | | | | | | | | | | | 60 | \$ 9,453.99 | |
| 3.1 Perform Drainage Analyses of Existing Conditions to City & EPW Standards | | 1 | 4 | 30 | | | 20 | | | | 55 | \$ 9,521.02 | |
| 3.2 Provide General Recommendations for Improvement | | | | 1 | 4 | | | | | | 5 | \$ 811.97 | |
| 4. Report | | | | | | | | | | | 35 | \$ 6,255.45 | |
| 4.1 Prepare Pre-Design Report | | 6 | 2 | 4 | 15 | | | 8 | | | 35 | \$ 6,255.45 | |
| 5. General Schematic Roll Plot | | | | | | | | | | | 26 | \$ 4,862.64 | |
| 5.1 Prepare Schematic Roll of Project Corridor | | 16 | 8 | 20 | 20 | 80 | 0 | 120 | 0 | | 264 | \$ 39,862.64 | |
| 6. Other Items | | | | | | | | | | | 48 | \$ 6,665.23 | |
| 6.1 Develop Engineer's Cost Estimate | | 1 | 1 | 2 | | 8 | | 16 | | | 28 | \$ 4,211.48 | |
| 6.2 Develop Proposed Condition Photometric Analysis | | 1 | | 1 | 16 | | | | | | 18 | \$ 3,180.77 | |
| Deliverables: | | | | | | | | | | | 0 | \$ - | |
| 1. Preliminary Design Criteria | | | | | | | | | | | 0 | \$ - | |
| 2. Pre-Design Report | | | | | | | | | | | 0 | \$ - | |
| 3. Detailed Schematic Roll Plot | | | | | | | | | | | 0 | \$ - | |
| HOURS SUB-TOTALS | | 26 | 24 | 69 | 185 | 143 | 8 | 178 | 98 | 0 | 733 | | |
| TASK LABOR | | \$6,446.98 | \$5,801.64 | \$16,331.61 | \$31,277.50 | \$20,147.27 | \$924.24 | \$20,175.09 | \$9,763.38 | \$0.00 | \$0.00 | \$111,017.54 | |
| % DISTRIBUTION OF STAFF HOURS | | 3.52% | 3.22% | 9.41% | 25.24% | 15.51% | 1.09% | 24.42% | 13.51% | 0.00% | 0.00% | | |
| F. Stakeholder Coordination | | | | | | | | | | | 32 | \$ 5,731.26 | |
| Stakeholder Involvement Activities | | | | | | | | | | | 32 | \$ 5,731.26 | |
| 1.1 Identify stakeholders and develop mailing list database | | | | | | | 2 | | 4 | | 6 | \$ 960.18 | |
| 1.2 Facilitate meetings (6) | | | | | | | | | | | 16 | \$ 3,826.12 | |
| 1.3 Prepare exhibit/displays for meetings | | 0 | 4 | 12 | | | | | | | 10 | \$ 1,930.88 | |
| Deliverables: | | | | | | | | | | | 0 | \$ - | |
| 1. Stakeholder Mailing List Database | | | | | | | | | | | 0 | \$ - | |
| 2. Meeting Material | | | | | | | | | | | 0 | \$ - | |
| 3. Meeting Summary | | | | | | | | | | | 0 | \$ - | |
| HOURS SUB-TOTALS | | 0 | 4 | 14 | 0 | 0 | 6 | 0 | 4 | 0 | 30 | | |
| TASK LABOR | | \$0.00 | \$991.84 | \$3,313.96 | \$0.00 | \$0.00 | \$693.18 | \$0.00 | \$394.48 | \$338.12 | \$0.00 | \$5,731.26 | |
| % DISTRIBUTION OF STAFF HOURS | | 0.00% | 12.84% | 43.75% | 0.00% | 0.00% | 18.75% | 0.00% | 12.50% | 12.50% | 0.00% | | |
| G. Plans, Specifications and Estimates (PS&E) | | | | | | | | | | | 213 | \$ 323,682.74 | |
| 1. Utility Conflict Analysis | | | | | | | | | | | 34 | \$ 5,026.90 | |

CEA Group
 Airport Rd. Reconstruction & Resurfacing
 DESIGN PHASE SERVICES
 January 15, 2025

| Task Description | QA/QC ENGINEER | SENIOR PROJECT MANAGER | PROJECT MANAGER | PROJECT ENGINEER | DESIGN ENGINEER | ENGINEER ASSOCIATE | SENIOR DRAFTING TECHNICIAN | DRAFTING TECHNICIAN | ADMIN ASSIST | TOTAL LABOR | |
|--|--------------------|------------------------|--------------------|--------------------|--------------------|--------------------|----------------------------|---------------------|-----------------|---------------|------------------------|
| | | | | | | | | | | HOURS | COST |
| 1.2 Coordinate for pothole activities | | | 4 | | | | | | | 4 | \$ 400.76 |
| 1.3 Develop Utility Layout Plan | | | 2 | 8 | | | 20 | | | 30 | \$ 4,060.14 |
| 2. Roadway Design | | | | | | | | | | 10,208 | \$ 1,369,944.12 |
| 2.1 Vertical and Horizontal Alignments | | | 20 | 80 | | | 100 | | | 200 | \$ 29,550.40 |
| 2.2 Develop cross-sections and earthwork volumes | | | 4 | | 80 | | 80 | | | 164 | \$ 21,234.76 |
| 2.3 Detail Design Elements | | | | | | | 80 | | | 80 | \$ 10,700.00 |
| 2.3.1 Intersection design | | | 8 | 40 | | | 80 | | | 128 | \$ 17,673.12 |
| 2.3.2 Illumination | | | 4 | 60 | | | 80 | | | 144 | \$ 20,107.76 |
| 2.3.3 Driveway access and cross streets | | | 4 | | 40 | 40 | 40 | | | 124 | \$ 17,171.86 |
| 2.3.4 Bicycle and pedestrian facilities | | | 4 | 20 | 40 | 40 | 80 | | | 184 | \$ 25,601.76 |
| 2.3.5 Miscellaneous Details | | | 4 | 20 | 20 | 40 | 40 | | | 84 | \$ 11,854.36 |
| 3. Operational Design | | | | | | | | | | 228 | \$ 32,051.20 |
| 3.1 Develop signing and pavement marking plans | 4 | | 4 | 40 | | 60 | 40 | 80 | | 228 | \$ 32,051.20 |
| 4. Traffic Control | | | | | | | | | | 387 | \$ 53,946.29 |
| 4.1 Attend/prepare for TxDOT Safety Review Meetings | | | 8 | | 20 | | | | | 28 | \$ 4,711.32 |
| 4.2 Prepare traffic control drawings | | | | | | | | | | 0 | \$ - |
| 4.2.1 Lane Diagrams | | | 1 | 4 | 20 | | 20 | | | 45 | \$ 6,086.97 |
| 4.2.2 Detour Plans | | | 1 | 4 | 40 | | 40 | | | 85 | \$ 11,656.97 |
| 4.2.3 Traffic Control Plans | | | 2 | 20 | 80 | | 80 | | | 182 | \$ 25,142.76 |
| 4.2.4 General Note Guidelines for Contractor | | | 1 | 20 | | | 20 | | | 41 | \$ 5,572.29 |
| 4.3 Compile TxDOT TCP Details/Standards | | | | | | | 16 | | | 16 | \$ 2,177.82 |
| 5. Storm Water Pollution Prevention Plan (SWPPP) | | | | | | | | | | 67 | \$ 7,393.27 |
| 5.1 Prepare SWPP Narrative | | | 1 | | | 2 | 2 | | | 5 | \$ 686.09 |
| 5.2 Prepare Storm Water Pollution Prevention Plans | | | 2 | | | 20 | 40 | | | 62 | \$ 8,708.78 |
| 6. Final Assembly of PSSE Package | | | | | | | | | | 408 | \$ 56,956.28 |
| 6.1 Complete construction plans | | 16 | 4 | 40 | | 8 | 16 | | | 78 | \$ 1,065.12 |
| 6.2 Develop standard and special specifications | | | | | | | | | | 55 | \$ 7,434.96 |
| 6.3 Develop special provisions | | 12 | | 20 | | | 8 | | | 56 | \$ 7,625.12 |
| 6.4 Develop cost estimate | | | | | 18 | | | | | 100 | \$ 13,877.80 |
| 6.5 Develop Construction Time Determination | | 12 | 4 | 20 | | | 20 | | | 56 | \$ 7,625.12 |
| 6.6 QA/QC at 10, 50, 90 Final PSSE reviews | | | 32 | | | | | | | 112 | \$ 15,377.92 |
| 7. ADA Compliance Services | | | | | | | | | | 3 | \$ 721.34 |
| 7.1 Perform plan review and inspections for ADA, T.A.S. and TDLR requirements | | | | 2 | | | | | | 3 | \$ 721.34 |
| 8. Submit design documents at project milestones to all entities | | | | | | | | | | 48 | \$ 6,660.88 |
| 8.1 Coordinate reviews and gather all comments | | | 8 | 20 | | | | 20 | | 48 | \$ 6,660.88 |
| Deliverables | | | | | | | | | | 0 | \$ - |
| 1-30, 60, 90, Final Submittals | | | | | | | | | | 0 | \$ - |
| 2 QA/QC redlines at 10, 50, 90 Final PSSE reviews | | | | | | | | | | 0 | \$ - |
| 3-30, 60, 90, Final Engineering Estimates | | | | | | | | | | 0 | \$ - |
| 4. Specifications, general notes, special provisions, specifications, special specifications | | | | | | | | | | 0 | \$ - |
| 5. Bid document Front End Preparation | | | | | | | | | | 0 | \$ - |
| HOURS SUB-TOTALS | 117 | 53 | 280 | 318 | 368 | 178 | 780 | 292 | 8 | 0 | \$ 2,713 |
| TASK LABOR | \$29,611.32 | \$12,893.92 | \$47,338.00 | \$53,426.12 | \$55,792.44 | \$19,640.10 | \$85,656.60 | \$19,621.24 | \$0.00 | \$0.00 | \$323,882.74 |
| % DISTRIBUTION OF STAFF HOURS | 5.79% | 2.39% | 9.04% | 14.28% | 17.89% | 7.68% | 34.34% | 9.19% | 0.00% | 0.00% | |
| H. Utility Coordination | | | | | | | | | | 162 | \$ 20,963.42 |
| 1. Utility Coordination | | | | | | | | | | 162 | \$ 20,963.42 |
| 1.1 Develop listing of utility companies | | | 1 | | | 2 | | | | 3 | \$ 401.75 |
| 1.2 Conduct records research and acquisition of available as-built utility records | | | 2 | | | 8 | | | | 10 | \$ 1,307.62 |
| 1.3 Designate known utilities throughout the ROW | | | 1 | | | 20 | | | | 41 | \$ 5,516.99 |
| 1.4 Conduct utility coordination meetings, determine impacts/adjustment needs | | 4 | 10 | 20 | | | 10 | | | 44 | \$ 5,891.24 |
| 1.5 Prepare and issue minutes for meetings | | | 8 | | | | | 20 | | 28 | \$ 3,665.92 |
| 1.6 Assist CID in obtaining clearance letters | | | | | | | | 20 | | 20 | \$ 2,720.60 |
| 1.7 Coordinate with utility companies adding their improvements to be bid with the project | | | 8 | | | | | 20 | | 28 | \$ 3,665.92 |
| HOURS SUB-TOTALS | 8 | 4 | 50 | 20 | 0 | 30 | 20 | 40 | 0 | 0 | \$ 827 |
| TASK LABOR | \$1,983.88 | \$991.84 | \$14,934.50 | \$3,381.40 | \$0.00 | \$3,663.90 | \$3,381.30 | \$3,544.88 | \$0.00 | \$0.00 | \$28,983.42 |
| % DISTRIBUTION OF STAFF HOURS | 4.40% | 2.20% | 27.47% | 16.99% | 0.00% | 16.48% | 16.48% | 21.98% | 0.00% | 0.00% | |
| TOTAL DESIGN HOURS | 155 | 145 | 418 | 522 | 540 | 215 | 970 | 373 | 8 | 0 | \$ 3,349 |
| TOTAL DESIGN LABOR | \$36,691.76 | \$35,954.20 | \$86,936.42 | \$88,254.54 | \$76,080.60 | \$24,336.95 | \$169,328.70 | \$36,785.26 | \$845.30 | \$0.00 | \$569,785.73 |
| DESIGN PROJECT % DISTRIBUTION OF STAFF HOURS | 4.66% | 4.39% | 12.48% | 15.59% | 16.12% | 6.42% | 28.96% | 11.14% | 0.30% | 0.00% | |

| | | |
|--|--------------------------|---------------------|
| TOTAL LABOR | | \$509,705.73 |
| DIRECT COSTS | | \$15,935.00 |
| SUBCONSULTANTS | | |
| GRV | Survey, R/R Coordination | \$93,336.30 |
| WSP | Geotechnical | \$23,530.00 |
| SUBTOTAL | | \$116,866.30 |
| SUBCONSULTANTS (SPECIALTY SERVICES) | | |
| SUBTOTAL | | \$0.00 |
| SUBCONSULTANT ADMINISTRATION | | \$116,866.30 |
| Total SubConsultant Administration Cost | | \$116,866.30 |
| TOTAL LUMP SUM | | \$654,193.66 |

| DIRECT COSTS | UNIT | BILLING RATE | QTY | TOTAL |
|----------------------------------|-------------|--------------|-----|--------------------|
| Mileage | mts | 0.58 | 200 | \$115.00 |
| 11"X17" BW Paper Copies | each | 0.25 | 0 | \$0.00 |
| 11"X17" Color Paper Copies | each | 0.75 | 0 | \$0.00 |
| 8 1/2"X11" BW Paper Copies | each | 0.12 | 0 | \$0.00 |
| 8 1/2"X11" Color Paper Copies | each | 0.50 | 0 | \$0.00 |
| 24"X36" CADD Plotting | each | 1.50 | 600 | \$750.00 |
| Standard Postage | letter | 1.00 | 20 | \$20.00 |
| Traffic Counter & Field Supplies | each | 750.00 | 3 | \$2,250.00 |
| SUE Potholing (8' max) with TCP | each | 2,000.00 | 5 | \$10,000.00 |
| Schematic Roll Plot | linear foot | 10.00 | 40 | \$400.00 |
| Boards for Public Meeting | each | 50.00 | 8 | \$400.00 |
| RAS/TDLR | each | 2,000.00 | 1 | \$2,000.00 |
| TOTAL | | | | \$15,935.00 |

**Airport Rd. Reconstruction & Resurfacing
FEE & BILLING SUMMARY**

1/15/2026

| | CEA Group | | GRV | | WSP | |
|-------------------------|-----------|---------------|------|--------------|------|-------------------|
| Pre-Design Report Phase | 20% | \$ 120,590.19 | 90% | \$ 84,002.67 | 100% | \$ 23,530.00 |
| 30% Design Phase | 20% | \$ 120,590.19 | 5% | \$ 4,666.82 | | \$ - |
| 60% Design Phase | 25% | \$ 150,737.74 | 5% | \$ 4,666.82 | | \$ - |
| 90% Design Phase | 20% | \$ 120,590.19 | | \$ - | | \$ - |
| Final Design Phase | 4% | \$ 24,118.04 | | \$ - | | \$ - |
| Bid Phase | 1% | \$ 6,029.51 | | \$ - | | \$ - |
| Construction Phase | 10% | \$ 60,295.10 | | \$ - | | \$ - |
| | | | | | | |
| Subtotal | 100% | \$ 602,950.95 | 100% | \$ 93,336.30 | 100% | \$ 23,530.00 |
| | | | | | | |
| PROJECT TOTAL | | \$ | | | | 719,817.25 |

AIRPORT RD. RECONSTRUCTION & RESURFACING
PROJECT DELIVERY SCHEDULE

| ID | Task Mode | Task Name | Duration | Start | Finish | 4th Quarter | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----|-----------|---|----------|--------------|--------------|-------------|------|-----|------|------|------|------|-----------|------|-----|------|-----|------|-----|---------|------|------|------|-------|-------|------|-------|------|-------|-----|------|------|------|
| | | | | | | May | | | | | | | September | | | | | | | January | | | | | | | | | | | | | |
| 1 | | Receive Project NTP | 0 days | Mon 2/16/26 | Mon 2/16/26 | 2/1 | 2/15 | 3/1 | 3/15 | 3/29 | 4/12 | 4/26 | 5/10 | 5/24 | 6/7 | 6/21 | 7/5 | 7/19 | 8/2 | 8/16 | 8/30 | 9/13 | 9/27 | 10/11 | 10/25 | 11/8 | 11/22 | 12/6 | 12/20 | 1/3 | 1/17 | 1/31 | 2/14 |
| 2 | | Project Kickoff | 5 days | Mon 2/16/26 | Fri 2/20/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | | Survey & Field Work | 20 days | Mon 2/23/26 | Fri 3/20/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | | Pre-Design Report (60 Calendar Days) | 40 days | Mon 3/23/26 | Fri 5/15/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | | City Review Period (14 Calendar Days) | 11 days | Mon 5/18/26 | Mon 6/1/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | | 30% PS&E (60 Calendar Days) | 40 days | Tue 6/2/26 | Mon 7/27/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | | City Review Period & CDR (21 Calendar Days) | 16 days | Tue 7/28/26 | Tue 8/18/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | | 60% PS&E (60 Calendar Days) | 40 days | Wed 8/19/26 | Tue 10/13/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | | City Review Period & CDR (21 Calendar Days) | 16 days | Wed 10/14/26 | Wed 11/4/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | | 90% PS&E (30 Calendar Days) | 20 days | Thu 11/5/26 | Wed 12/2/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | | City Review Period & CDR (14 Calendar Days) | 11 days | Thu 12/3/26 | Thu 12/17/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | | FINAL PS&E (21 Calendar Days) | 15 days | Mon 1/4/27 | Fri 1/22/27 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | | Submit FINAL PS&E | 1 day? | Mon 1/25/27 | Mon 1/25/27 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | |
|-----------|--|--------------------|--|-----------------------|--|--------------------|--|-----------------|--|
| Task | | Project Summary | | Manual Task | | Start-only | | Deadline | |
| Split | | Inactive Task | | Duration-only | | Finish-only | | Progress | |
| Milestone | | Inactive Milestone | | Manual Summary Rollup | | External Tasks | | Manual Progress | |
| Summary | | Inactive Summary | | Manual Summary | | External Milestone | | | |

| SCOPE OF WORK | Senior Project Manager | | Survey Manager (RPLS) | | Surveying CAD Draftsman | | Survey 2 Man Crew | | Administrative/Clerical | | Subtotals |
|--|------------------------|--------------------|-----------------------|-------------------|-------------------------|--------------------|-------------------|--------------------|-------------------------|-------------------|--------------------|
| | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | |
| TOPOGRAPHIC SURVEYS | | \$143.50 | | \$143.50 | | \$84.06 | | \$205.00 | | \$82.00 | |
| 100. PROJECT MANAGEMENT | | | | | | | | | | | |
| 100.1 Perform contract administration and management duties, prepare monthly progress reports, and invoices. | 8 | \$1,148.00 | | \$0.00 | | \$0.00 | | \$0.00 | 8 | \$656.00 | \$1,804.00 |
| 100.2 Conduct record drawings research and utility drawings from utility companies. | | \$0.00 | 15 | \$2,152.50 | 8 | \$672.40 | | \$0.00 | 16 | \$1,312.00 | \$4,136.90 |
| Subtotals | 8 | \$1,148.00 | 15 | \$2,152.50 | 8 | \$672.40 | 0 | \$0.00 | 24 | \$1,968.00 | \$5,940.90 |
| Task 200 - Prepare Topographic Surveys for 23 Intersections | | | | | | | | | | | |
| 200.1 Establish Horizontal and Vertical Control for project corridor (2.7 miles) | | \$0.00 | 8 | \$1,148.00 | | \$0.00 | 24 | \$4,920.00 | | \$0.00 | \$6,068.00 |
| 200.2 Collect Topographic Survey Information along project corridor | | \$0.00 | 8 | \$1,148.00 | | \$0.00 | 160 | \$32,800.00 | 16 | \$1,312.00 | \$35,260.00 |
| 200.3 Download Data and Process Data to prepare CAD Drawing | 2 | \$287.00 | | \$0.00 | 20 | \$1,681.00 | 8 | \$1,640.00 | | \$0.00 | \$3,608.00 |
| 200.4 Prepare CAD Drawing of Topo Survey Information Collected | 8 | \$1,148.00 | | \$0.00 | 160 | \$13,448.00 | | \$0.00 | | \$0.00 | \$14,596.00 |
| Subtotal Hours and Salary Cost | 10 | \$1,435.00 | 16 | \$2,296.00 | 180 | \$15,129.00 | 192 | \$39,360.00 | 16 | \$1,312.00 | \$59,532.00 |
| Task 300 - Boundary Surveys for the Corridor | | | | | | | | | | | |
| 300.1 Research property information for the ROW | 2 | \$287.00 | | \$0.00 | | \$0.00 | | \$0.00 | 16 | \$1,312.00 | \$1,599.00 |
| 300.2 Locate existing property pins to determine ROW | 2 | \$287.00 | | \$0.00 | | \$0.00 | 40 | \$8,200.00 | 4 | \$328.00 | \$8,815.00 |
| 300.3 Prepare ROW Map based on field and office research | 2 | \$287.00 | | \$0.00 | 80 | \$6,724.00 | 4 | \$820.00 | 4 | \$328.00 | \$8,159.00 |
| 300.4 Prepare metes and bounds description and exhibit for the railroad ROW | 8 | \$1,148.00 | | \$0.00 | 24 | \$2,017.20 | | \$0.00 | 8 | \$656.00 | \$3,821.20 |
| 300.5 Coordinate the Railroad Exhibit | 16 | \$2,296.00 | | \$0.00 | 24 | \$2,017.20 | | \$0.00 | 8 | \$656.00 | \$4,989.20 |
| Subtotal Hours and Salary Cost | 30 | \$4,305.00 | 0 | \$0.00 | 128 | \$10,758.40 | 44 | \$9,020.00 | 40 | \$3,280.00 | \$27,363.40 |
| Totals for Hours and Salary Cost | 48 | \$6,888.00 | 31 | \$4,448.50 | 316 | \$26,559.80 | 236 | \$48,380.00 | 80 | \$6,560.00 | \$92,836.30 |
| TOTAL LABOR | | \$92,836.30 | | | | | | | | | |
| DIRECT COSTS | | \$500.00 | | | | | | | | | |
| SUBCONSULTANTS | | \$0.00 | | | | | | | | | |
| TOTAL SUBS | | | | | | | | | | | |
| 3% on Subs | | | | | | | | | | | |
| TOTAL SURVEYING SERVICES FEE (LUMP SUM) | | \$93,336.30 | | | | | | | | | |

| PROJECT COSTS | UNIT | BILLING RATE | QTY | TOTAL |
|---------------------------|-------|--------------|-----|-----------------|
| Mileage | mile | \$0.67 | 500 | \$335.00 |
| Copying (Letter Size) | page | \$0.15 | 500 | \$75.00 |
| 11x17 Copies | sheet | \$0.30 | 300 | \$90.00 |
| Blacklines (24 x 36) | sheet | \$1.75 | 0 | \$0.00 |
| Mylars (24x36) | sheet | \$30.00 | 0 | \$0.00 |
| Photos | each | \$1.00 | 0 | \$0.00 |
| Recordation Fees | each | \$200.00 | 0 | \$0.00 |
| BRASS CAP MONUMENT | each | \$2,500.00 | 0 | \$0.00 |
| TOTAL DIRECT COSTS | | | | \$500.00 |



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

January 8, 2026
WSP Proposal 25-11-13E
Revision 1

CEA Group
813 North Kansas, Suite 300
El Paso, Texas 79902

Attn.: Mr. Frank A. Corral, P.E.

**Re: Geotechnical Study
Airport Road Reconstruction and Resurfacing
El Paso, Texas**

Dear Mr. Corral:

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

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

1.0 PROJECT DESCRIPTION

It is our understanding that the project will consist of reconstruction of Airport Road from Montana Avenue to Airway. The roadway reconstruction will also include improvements consisting of ADA compliant sidewalk and driveways, curb and gutter, ADA ramps, crosswalks. Additionally, traffic improvements will consist of new street signage and striping. The project may also include stormwater drainage improvements along the project alignment. The total alignment to be reconstructed is approximately 0.69 miles.

The project will also consist of asphalt resurfacing along Airport Road from Airway to Spur 601. Additional improvements will consist of ADA compliant sidewalks and driveways, curb and gutter, ADA ramps, crosswalks. The total alignment scheduled to be resurfaced is approximately 1.97 miles.

2.0 SCOPE OF WORK

2.1 UTILITY CLEARANCE

WSP will contact the appropriate one-call utility locate service for line location prior to initiation of field activities. Additionally, WSP requests coordination with the current site owner to provide information regarding the locations of buried utility lines including the layout of any existing subsurface structures within the proposed work areas.

Proposal for Geotechnical Services

Airport Road, El Paso, Texas



In addition, a trained field professional from our office will conduct an initial site reconnaissance to observe the site and surrounding area for evidence of geotechnical/geologic concerns and stake the proposed boring locations for utility location clearance along with drilling and soil sampling.

Prior to the commencement of our field study, we will also clear the boring locations for underground utilities using ground penetrating radar (GPR) or other line-locating tools. This is in addition to contacting one-call services to add another level of protection for our employees and clients. We see this as particularly important on sites where underground utilities are known to be present.

We cannot retain responsibility for damage associated with lines that were not properly located prior to field operations.

2.2 PAVEMENT THICKNESS EVALUATION

As discussed above, Airport Road from Airway to Spur 601 may be rehabilitated by a mill and overlay operation. In order to evaluate the extent of milling that may be required along the roadway, asphalt pavement thickness measurements will be collected along the project alignment. Asphalt pavement thickness measurements will be collected by coring methods at a frequency of about 1 test for every 1,000 lineal feet for a total of 10 cores. Cores will be patched with a non-shrink grout.

WSP will provide the necessary traffic control devices for traffic control to complete pavement coring.

2.3 BORING SURVEYS

The layout of the borings and supervision of drilling and sampling operations will be performed by an experienced field professional. We will lay out our borings from existing survey monuments or surface features, based on the site plan provided by you. The surface elevation of the borings will be based on sufficiently accurate topographic mapping if available. If requested, a level survey will be conducted to establish the elevation of the borings at an additional cost.

WSP assumes that the client will arrange access with the property owner in order to complete the geotechnical study. As required by the City of El Paso, WSP will obtain an excavation permit to drill within the City of El Paso Right-of-Way. In addition, WSP will provide traffic control devices in order to conduct the geotechnical study.

2.4 EXPLORATORY DRILLING

WSP will drill a total of five (5) borings along the project alignment using a truck-mounted drill rig equipped with hollow stem augers. Test borings will be completed using Standard Penetration testing. The proposed boring locations and proposed depths are summarized in the table below.



| FIELD EXPLORATION - AUGER BORINGS | | | |
|--|--------------------|--|---|
| QUANTITY | DEPTH (FT.) | SAMPLING | LOCATION |
| 5 | 15 | 2.5' intervals to 10' 5' intervals from 10' | Pavement Borings spaced along the project alignment from Montana to Airway. |

The borings will be terminated at shallower depths if we encounter refusal on rock, strongly cemented materials or other obstructions. Sampling will be obtained by standard penetration testing methods and from auger cuttings. Other sampling methods will be used as appropriate including open-end drive sampling, Shelby tube sampling, or tube sampling by other methods. Drilling and sampling operations will be conducted in general accordance with the requirements of ASTM D 1452, D 1586, D 1587, and D 2488.

Borings will be backfilled with drilled cuttings and borings patched with a non-shrink grout.

2.5 LABORATORY ANALYSES

Laboratory tests will be performed as considered necessary for engineering analyses. Tests that may be necessary for the project include moisture content, density, particle size analyses, California Bearing Ratio (CBR) tests, unconfined compressive strength, and Atterberg limits tests. Subsurface conditions and specific design criteria will be the basis for testing requirements.

Selected soil samples will also be tested for pH, sulfate, and chlorides to evaluate the corrosion potential of the native soils.

2.6 ENGINEERING ANALYSES & REPORT

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

- A.** The logs of the test borings, a site plan showing the boring locations, and a description of procedures and equipment used in the boring program. Depth to groundwater, if encountered, will be presented on the boring logs.
- B.** A discussion of geologic conditions for the subject area based on readily available information.
- C.** Results of laboratory tests and a description of test methods.
- D.** Recommendations for pavement design in general accordance with AASHTO pavement design guidelines for both flexible and rigid pavement sections. The results of CBR testing will be summarized in the report.



- E.** Recommendations for mill and overlay requirements.
- F.** Guide specifications for site grading, compaction requirements, and methods for backfill.
- G.** Special treatment recommended for any expansive soil, "collapsing" soil, man-made fills, or other moisture-sensitive materials that may be present beneath the site.
- H.** Discussion of geotechnical conditions for foundation and earthwork construction presented for use in the preparation of preliminary construction cost estimates.
- I.** Results of testing to evaluate the corrosion potential of the native soils.
- J.** Results of Life Cycle Analysis.

3.0 FEES

Charges for the geotechnical study, as described in Section 2, will be billed as a **lump sum of \$23,530.00.**

Additional charges that might arise from changes in project details and scope of work would be made based on our negotiated rates. The basic fee quoted includes the routine minor consultation with the prime professional and other members of the design team normally involved with this type of project and, if required, the submission of one addendum clarifying the details of the reports. Where extensive consultation or major addenda are necessary as a result of substantial changes in the project details, additional fees will be involved.

4.0 SCHEDULE

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

| GEOTECHNICAL STUDY SCHEDULE OF WORK | | |
|---|-------------------------------------|--|
| TASK | TIME TO COMPLETE (DAYS)* | TIME FROM NOTICE TO PROCEED (DAYS)* |
| Utility clearance, excavation permit, mobilize to Site | -- | 10 |
| Field Study | 2 | 12 |
| Laboratory Testing, Report Writing and Delivery of Report | 13 | 25 |

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

Proposal for Geotechnical Services

Airport Road, El Paso, Texas



This schedule assumes full access to the site and assistance as needed from the client to perform the work expeditiously manner. Additional time may be required if delays occur in receiving critical design input from design team members, or for delays or stoppage of work required by the client.

All work on this project will be completed in accordance with our existing Master Services Agreement with CEA. If this proposal is satisfactory, please sign the attached task order indicating your acceptance. Should you have any questions concerning this proposal, we would appreciate the opportunity to review and clarify.

Respectfully submitted,

WSP USA, Inc.

Texas Registered Engineering Firm F-2263

Texas Registered Geoscience Firm 50561

A handwritten signature in black ink, appearing to read 'DAVARELA'.

David A. Varela, P.E.
Vice President

Reviewed by:

A handwritten signature in blue ink, appearing to read 'Sergio Flores'.

Sergio Flores, P.E.
Lead Geotechnical Engineer

Copies: Addressee (1) via email



Derivation of Fee

| Task | Unit | Rate | Lump Sum Cost |
|---|-------------|-----------------|----------------------|
| Field Work- Utility clearance, excavation permit, coring, drilling | | | |
| Field Engineer, excavation permit, utility clearance, field study | 32 | \$110.00 | \$3,520.00 |
| Drill Rig | 1 | \$4,650.00 | \$4,650.00 |
| Utility Clearance – GPR | 1 | \$2,100.00 | \$2,100.00 |
| Traffic Control- TMA and signs | 2 | \$1,500.00 | \$3,000.00 |
| Coring (10 cores with patching) | 1 | \$2,000.00 | \$2,000.00 |
| Field truck | 2 | \$70.00 | \$140.00 |
| | | Subtotal | \$15,410.00 |
| Laboratory Testing | 1 | \$3,485.00 | \$3,485.00 |
| | | Subtotal | \$3,485.00 |
| Reporting | | | |
| Principal | 2 | \$210.00 | \$420.00 |
| Project Engineer | 8 | \$195.00 | \$1560.00 |
| Staff Engineer | 15 | \$110.00 | \$1,650.00 |
| CADD | 10 | \$75.00 | \$750.00 |
| Clerical | 3 | \$85.00 | \$255.00 |
| | | Subtotal | \$4,635.00 |
| Total Lump Sum Cost | | | \$23,530.00 |

Laboratory Testing Summary*

| Test | Unit | Unit Cost | Total |
|---------------------------------|-------------|------------------|-------------------|
| Moisture Content | 16 | \$15.00 | \$240.00 |
| Gradation | 10 | \$85.00 | \$850.00 |
| Atterberg Limits | 10 | \$85.00 | \$850.00 |
| California Bearing Ratio | 2 | \$450.00 | \$900.00 |
| Corrosion Evaluation | 3 | \$215.00 | \$645.00 |
| Total Laboratory Testing | | | \$3,485.00 |

*Maybe adjusted dependent on subsurface conditions

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

For the “**2026-0072R Civil Engineering Professional Services for the Airport Road Reconstruction and Resurfacing Project**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT/CONCEPT PHASE

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

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

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

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

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

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

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

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

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

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

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

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

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

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

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

BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all

bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

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

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

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

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

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

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

ADDITIONAL SERVICES OF THE CONSULTANT **GENERAL**

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

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

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

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

**ATTACHMENT “D”
PAYMENT SCHEDULE**

For the project known as “**2026-0072R Civil Engineering Professional Services for the Airport Road Reconstruction and Resurfacing Project**” hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$719,817.25** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Lump Sum Payment to Consultant

| | |
|-------------------------------------|----------------------|
| Design Phase Labor | \$ 509,705.73 |
| Design Phase Direct Phase | \$ 15,935.00 |
| Design Phase Subconsultants | \$ 116,866.30 |
| Subconsultant Administration | \$ 11,686.63 |
| Total Design Services | \$ 654,196.66 |
| Bid Phase Services | \$ 5,252.31 |
| Construction Phase Services | \$ 60,371.28 |
| Total Project Services | \$719,817.25 |

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

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

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

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

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

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

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

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

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

DELIVERABLE SCHEDULE

CONCEPT PHASE

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

PHASE I—PRELIMINARY DESIGN PHASE

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

PHASE II—PRE-FINAL DESIGN PHASE

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

PHASE III—FINAL DESIGN PHASE

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

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

PHASE IV—BIDDING PHASE

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

PHASE V - CONSTRUCTION PHASE

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

ATTACHMENT "E"
INSURANCE CERTIFICATE

