

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

AGENDA DATE: July 05, 2023
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, (915) 212-1860
DISTRICT(S) AFFECTED: 3, 5, 6
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life.

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Moreno Cardenas Inc., a Texas Corporation, for a project known as "PEBBLE HILLS RECONSTRUCTION / RESURFACING for an amount not to exceed \$585,000.00; 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 \$685,000.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

The City of El Paso is initiating street reconstruction/resurfacing of the roadway Pebble Hills Boulevard and intends to award a contract for engineering/design services. Project limits/treatment are as follows:

Pebble Hills	Distance (CLMiles)	Proposed Treatment	Install Street Lighting	Median	Bike Lane
Yarbrough to Lee Trevino	0.79	Resurfacing	No	No	Yes
Outrigger to Loop 375	2.54	Resurfacing	No	No	Yes
Rich Beem to John Hayes	1	Resurfacing	No	No	Yes
Zaragoza to Rich Beem	0.67	Reconstruction	No	No	Yes
Total Miles	5				

SELECTION SUMMARY:

The solicitation was posted on City website on February 10 2023. The number of SOQ's received is seven (7); all are local vendors.

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

Revised 04/09/2021

N/A

AMOUNT AND SOURCE OF FUNDING:

Pebble Hills:

Amount: \$585,000.00

Funding Source: 2022 Community Bond

Account: 190 – 4825 – 29110 – 580160 – PCP23ARTRECON01

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Capital Improvement

SECONDARY DEPARTMENT: Streets and Maintenance

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

DEPARTMENT HEAD:

Hernandez

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

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and MORENO CARDENAS, INC, a Texas Corporation, for a project known as “Engineering And Design Services Vista Del Sol Dr., Pebble Hills Blvd. Reconstruction-Resurfacing” for an amount not to exceed \$585,000.00; 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 \$685,000.00; 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 _____ 2023.


CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

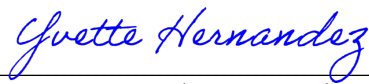
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



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

CITY OF EL PASO A/E SELECTION SCORESHEET SUMMARY

Solicitation 2023-0380 Engineering and Design Services Vista Del Sol, PebbleHills Reconstruction-Resurfacing

	GRV	MCI	CEA	DEC	Essco	FXSA	Rodriguez
<i>Rater 1</i>	63	61	62	54	53	55	52
<i>Rater 2</i>	61	61	60	62	59	58	58
<i>Rater 3</i>	78	76	64	81	59	80	58.5
<i>Rater 4</i>	74	80	75	78	76	80	70
<i>Rater 5</i>	52	54	49	62	40	54	44
TOTAL SCORE	328	332	310	337	287	327	282.5

Rankings		
	NAME	SCORES
1	DEC	337
2	MCI	332
3	GRV	328
4	FXSA	327
5	CEA	310
6	ESSCO	287
7	Rodriguez	282.5

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 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 Moreno Cardenas, Inc., a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Engineering and Design Services Vista Del Sol Dr., Pebble Hills Blvd. Reconstruction-Resurfacing”, 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 \$585,000.00 for all basic services and reimbursables performed pursuant to this Agreement.

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

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

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

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

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is \$12,370,000.00, 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, **including but not limited to:**

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

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

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

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

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

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

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

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

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

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

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

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

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

origin.

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7.6 CONTRACTING INFORMATION

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

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

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

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


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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:


Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
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 _____, 2023,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

CONSULTANT:

By: Mark Medina
Name: Mark Medina, P.E.
Title: Vice President

ACKNOWLEDGEMENT

THE STATE OF TX §
 §
COUNTY OF El Paso §

This instrument was acknowledged before me on this 20th day of June, 2023,
by MR., on behalf of Consultant.

Katherine Rodriguez
Notary Public, State of Texas

My commission expires:
4/14/27



ATTACHMENT "A"
SCOPE OF SERVICES

1.0 SERVICES REQUIRED:

1.1 Investigation:

The consultant shall investigate the Manual for Design Standards for Construction and El Paso County Water Improvements District Requirements. The consultant shall coordinate with City departments having jurisdiction over the project (CID Design Division, CID Planning Division, and Streets and Maintenance Department). Prepare minutes for each meeting.

1.2 Design:

Design shall meet all City requirements for the project and shall be performed in phases as presented in the section 6.0 Project Schedule below.

The consultant is responsible to submit a turnkey design product. The consultant shall be responsible to determine State of Texas licensed designers required by the State to perform this type of project design. The irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards for Outdoor Park Facilities.

Besides complying with local building codes, the consultant shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso – CID Drawing Guidelines.

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

The following are some of the Standards that need to be followed:

- Min 0.5% longitudinal slope on streets
- Min 2% cross-section slope on streets
- Minimum entries to private property

1.3 Bidding & Construction:

The consultant shall submit the following for bidding:

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

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

as a unit price contract and selection of the bidders shall be a “**low bid**” on “**competitive sealed bid**” selection.

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

- Responding to all questions from the contractor (request for information (RFIs))
- Providing advice and recommendation to the Owner
- Reviewing contractor technical submittals
- Attend weekly construction meetings
- Provide meeting minutes of weekly meetings
- Visit site once a week and provide written observation report
- Review change order requests by the Contractor. Provide a separate independent analysis and provide recommendation to the Owner.
- Prepare independent cost estimates on all change orders created by design oversights
- Review and approve project submittals and shop drawings
- Review and provide recommendations as to suitability of work
- Attend substantial and final completion walkthroughs. Participate in “punch list” inspection and provide punch list to Owner
- Produce and provide a set of reproducible (24”X36”) and electronic format “as-built” drawings.

1.4 Planning:

The designer shall assist the Owner in providing schedules for obtaining utility easements, utility service lines and other permits.

The consultant shall present design to City of El Paso Design Review Committee. The consultant shall comply with requirements set by Review Committee.

Sole sourcing will not be allowed. The consultant shall prepare both design and performance specifications.

1.5 Soils Investigation:

Consultant to provide a soil investigation report for this project.

1.6 Design Analysis:

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

1.7 Technical Specifications:

The designer shall prepare and provide technical specifications. The specifications shall be based on accepted national specifications. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The consultant shall provide both design and performance specifications. The consultant shall be required to prepare technical specifications for roadway re-construction of Princeton Street, Tulane Drive and Valley View Drive Street. Sole sourcing will not be allowed.

1.8 ADA Compliance and Requirements

The designer shall include and comply with ADA, T.A.S, and Texas Department of Licensing and Regulation requirements.

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

1.9 Surveys

The designer shall provide all topographic, horizontal surveys necessary to provide a complete design.

1.10 Storm Water Pollution Prevention Plan

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

1.11 Utility Services and Utility Easements

Based on the design, the designer shall coordinate with all utilities that will provide affected by the improvements. The designer shall submit all applications to the utilities on behalf of the City of El Paso. However the City of El Paso shall pay all utility service fees. The designer will not pull the installation of the service. The installation of the service shall be coordinated by the contractor. Construction documents shall clearly show all utility company contacts and type of service requested. All utility service requests shall be submitted by the designer by or before the construction documents are submitted for bid advertisement. The designer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The designer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date.

1.12 Utility Coordination

The consultant shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The consultant shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the consultant and utility companies the need and extent of relocation shall be determined. If a dispute arises the consultant shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The consultant in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However each utility company can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and funding is provided. The consultant shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date. The consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

1.13 Public Involvement

The consultant shall assist the City throughout public outreach activities in providing plans/exhibits showing the improvements and how improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase and the consultant shall be responsible to attend and make a presentation of the improvements and answer questions.

1.14 Private Property

If the consultant believes construction shall extend inside private property, consultant must obtain approval from City to enter private property.

1.15 Traffic and Pedestrian Control Plan

A Traffic and Pedestrian Control Plan is not required on this project. Consultant shall include under general notes that the Contractor shall submit a traffic control plan to Streets and Maintenance Department for approval at least two (2) weeks prior to commencing construction.

1.16 Construction Sequencing Plan

A construction sequencing plan will be required on this project.

1.17 Construction Schedule

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

2.0 PRODUCTS REQUIRED:

2.1 Drawings and Specifications:

A. Concept layout design:

During the Concept layout design the consultant shall have thirty (30) consecutive calendar days submit five (5) copies of the preliminary concept layout plan and cost estimate to the City for review and comment. We recommend that consultant perform all topo and horizontal surveys necessary for the project. The consultant shall meet within three working days with City to iron out concept plan. After meeting with the City the consultant shall have fifteen (15) consecutive calendar days to submit five (5) copies of the revised concept plan elevations and design criteria and details.

As part of the review by City staff the concept plan, elevations, design criteria and details, and other necessary submittals; this includes 2D and 3D renderings; shall be submitted for review to the commissioning agencies, City of El Paso Design Review Committee and Architectural Design Review Committee and stakeholder meetings. The consultant shall be responsible to provide all copies necessary for the review process. After comments are received by City staff and the consultant shall have twenty-one (21) consecutive calendar days to submit five (5) copies of the final revised concept plan.

B. Preliminary Design:

The consultant shall submit the following preliminary design submittal:

- Coversheet and Index of drawings (90% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- General Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Roadway Typical Section Details (75% complete)
- Roadway Plan and Profile Sheets (50% complete)

- Watershed Map and Surface runoff computations (50% complete)
- Illumination Plan and Details (50% complete)
- Landscape Plan (50% complete)
- Landscape Typical Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Irrigation Typical Details (75% complete)
- Signage and striping Details (40% complete)
- Outline of Specs (90% complete)

Upon the completion preliminary design phase, the designer shall submit five (5) copies of the preliminary design documents for review and comments and upload pdf of submittals into ProjectDox. If the Owner considers the submittal as not compliant to the above required completion percentages the designer must resubmit as per the above mentioned requirements.

C. Pre-Final Design:

The consultant shall submit the following pre-final design phase submittal:

- Coversheet and Index of drawings (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- General Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Roadway Typical Section Details (100% complete)
- Roadway Plan and Profile Sheets (75% complete)
- Special Construction Details (75% complete)
- Watershed Map and Surface runoff computations (75% complete)
- Illumination Plan and Details (75% complete)
- Landscape Plan (95% complete)
- Landscape Typical Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Irrigation Typical Details (100% complete)
- Special Irrigation Details (75% complete)
- Signage and striping Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

Upon the completion pre-final design phase, the designer shall submit five (5) copies of the pre-final design documents for review and comments and upload pdf of submittals into ProjectDox. If the Owner considers the submittal as not compliant to the above required completion percentages the designer must resubmit as per the above mentioned requirements.

D. Final Design:

The consultant shall submit the following final design phase submittal:

- Coversheet and Index of drawings (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- General Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Roadway Typical Section Details (100% complete)
- Roadway Plan and Profile Sheets (100% complete)
- Special Construction Details (100% complete)
- Watershed Map and Surface runoff computations (100% complete)
- Illumination Plan and Details (100% complete)
- Landscape Plan (100% complete)
- Landscape Typical Details (100% complete)
- Special Landscape Details (100% complete)
- Irrigation Typical Details (100% complete)
- Special Irrigation Details (100% complete)
- Signage and striping Details (100% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

Upon the completion final design phase, the designer shall submit five (5) copies of the final design documents for review, comments, and approval and upload pdf of submittals into ProjectDox. If the Owner considers the submittal as not compliant to the above required completion percentages the designer must resubmit as per the above mentioned requirements.

E. Bidding and Construction:

For bidding purposes the consultant shall submit a CD consisting of PDFs and AutoCAD files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before bid opening consultant shall provide a CD consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

After bid opening and before preconstruction meeting the consultant shall provide a CD consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications. The consultant shall also provide ten (10) hard paper copy sets of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

During construction project closeout the consultant shall produce and provide a set of reproducible (24"X36") and electronic format "as-built" drawings

2.2 Cost Estimates:

The designer shall develop and submit the construction cost estimates. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The designer's final estimate shall take into account all labor costs that shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council.

2.3 Design Analysis:

Design analysis shall include all engineering calculations for review by the Owner, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

2.4 Reproduction

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

3.0 GENERAL REQUIREMENTS AND CRITERIA:

3.1 Design must meet all applicable City Codes and Ordinances.

3.2 Design must comply with Engineering & Construction Management Guidelines.

3.3 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

3.4 The designer shall submit all redlines to the owner when plan submittals are due.

4.0 OTHER CONSIDERATIONS:

4.1 Work to be coordinated with the El Paso – CID, Streets and Maintenance Department, and all affected stake holders.

4.2 Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

5.0 REQUEST FOR PROPOSAL BREAKDOWN:

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

6.0 PROJECT SCHEDULE:

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

7.0 PROJECT SCHEDULE:

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

Preliminary Design Phase:	60 consecutive calendar days
Pre-Final Design Phase:	60 consecutive calendar days
Final Design Phase:	15 consecutive calendar days
Bid Phase (Signed and Sealed)	15 consecutive calendar days

8.0 KEY OBJECTIVES

The firm is expected to achieve the following:

- To coordinate work with the Capital Improvement, Information Technology and Streets and Maintenance Departments to resolve issues.
- Implement creative and innovative approaches to problem solving
- Implement an effective quality assurance program
- Ensure the project will meet the intended results
- Develop a schedule and enforce compliance of the project schedule
- Design to budget

KNOWLEDGE AND SKILLS:

The architect and engineering firm shall have the following skills and abilities:

- Must know how to use project management software
- Prepare and formulate independent cost estimates and cost analysis
- Prepare detailed requests for proposals
- Prepare back up documentation for Change Orders
- Prepare detailed project schedules using Gantt Charts
- Review architectural and engineering drawings and specifications
- Effective conflict resolution skills

- Effective communication skills, both verbal and written
- Willingness to meet with stakeholders
- Multi-task several activities
- Prepare meeting agendas and meeting minutes
- Effective negotiation skills
- Effective organizational skills
- Track project and activity status
- Follow-up on pending items
- Economize project resources
- Effective public relations skills
- Prepare daily and monthly reports
- Review pay applications
- Keep a photo log
- Maintain an accurate and current submittal log

ELECTRONIC DOCUMENT MANAGEMENT:

The selected firm is encouraged to minimize the use of large amounts of paper in an effort to promote a “green approach” to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests for Information/Change/Deviation
- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents

- Photos
- Project account and budget information

The web-based software shall be for review and approval and not only storage.

The architect and engineering firm will be one of the administrators of the software. They will be responsible to setup the project on the software and provide training to the project team on how to use the software. The web-based software shall be user friendly and easy to access. Identified stakeholders including City staff shall be provided user-friendly access to software.

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

PEBBLE HILLS BOULEVARD	
RECONSTRUCTION & RESURFACING IMPROVEMENTS	
FEE SCHEDULE SUMMARY	
BASIC SERVICES	
Design Phase	\$546,083.00
Bidding Phase	\$2,306.00
Construction Administration Phase	\$34,004.00
MCi 5% on Subs	\$2,607.00
Total Basic Services:	\$585,000.00

PEBBLE HILLS BOULEVARD	
RECONSTRUCTION & RESURFACING IMPROVEMENTS	
SUMMARY OF ALL FEES	
BASIC SERVICES	
Moreno Cardenas Inc. (Prime Consultant)	\$524,583.00
Barragan & Associates, Inc. (Surveyor)	\$36,160.00
CQC Testing & Engineering, LLC (Geotechnical)	\$18,000.00
Fokus on Architecture (ADA)	\$3,650.00
MCi 5% on Subs	\$2,607.00
Total Basic Services:	\$585,000.00

Moreno Cardenas Inc.
Pebble Hills Boulevard Reconstruction & Resurfacing Improvements
Itemized Fee Schedule
Design Phase Services

SUBMITTED: 4/17/2023
REVISED: 6/9/2023

SCOPE OF WORK	Project Director		Project Manager		Engineer IV		Engineer III		CADD Designer		Admin		Totals	
	Hours	\$313.00	Hours	\$146.00	Hours	\$138.00	Hours	\$114.00	Hours	\$96.00	Hours	\$91.00	Hours	Cost
TASK 10 - PROJECT MANAGEMENT														
10.1 - Perform contract administration and management duties; prepare monthly progress reports, invoices and minutes of meetings. Coordinate project with sub-consultants.	0	\$0.00	120	\$17,520.00	0	\$0.00	0	\$0.00	0	\$0.00	110	\$10,010.00	230	\$27,530.00
10.2 - Develop, update, and maintain project schedule.	0	\$0.00	0	\$0.00	24	\$3,312.00	0	\$0.00	0	\$0.00	0	\$0.00	24	\$3,312.00
10.3 - Prepare for, attend, and conduct kickoff meeting and prepare minutes of	0	\$0.00	1	\$146.00	0	\$0.00	2	\$228.00	0	\$0.00	0	\$0.00	3	\$374.00
10.4 - Perform QC/QA reviews on all submittals, for all tasks and throughout the coordination of the project.	40	\$12,520.00	120	\$17,520.00	120	\$16,560.00	0	\$0.00	0	\$0.00	0	\$0.00	280	\$46,600.00
SUBTOTALS:	40	\$12,520.00	241	\$35,186.00	144	\$19,872.00	2	\$228.00	0	\$0.00	110	\$10,010.00	537	\$77,816.00
TASK 20 - DATA, DOCUMENTS, MAPS & RECORDS COMPILATION														
20.1 - Collect and review available existing record drawings, preliminary engineering reports, existing storm sewer systems, subdivision improvements, roadway improvements, utilities and other facilities along the project corridor.	0	\$0.00	8	\$1,168.00	4	\$552.00	8	\$912.00	0	\$0.00	0	\$0.00	20	\$2,632.00
20.2 - Perform site visits and gather field information. Prepare site visit field report(s) and submit copies to the CID. Number of site visits will be at MCI's	0	\$0.00	8	\$1,168.00	4	\$552.00	8	\$912.00	0	\$0.00	0	\$0.00	20	\$2,632.00
20.3 - Upload information into the Procore Management Program.	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$728.00	8	\$728.00
SUBTOTALS:	0	\$0.00	16	\$2,336.00	8	\$1,104.00	16	\$1,824.00	0	\$0.00	8	\$728.00	48	\$5,992.00
TASK 30 - AGENCY/DEPARTMENT COORDINATION														
30.1 - Meet and coordinate the roadway design improvements with the CID and Street & Maintenance Departments. Prepare minutes of meetings.	0	\$0.00	24	\$3,504.00	24	\$3,312.00	0	\$0.00	0	\$0.00	0	\$0.00	48	\$6,816.00
30.2 - Support CID in coordinating the roadway design improvements with the Project stakeholders as listed on Page 2 of this proposal.	0	\$0.00	24	\$3,504.00	24	\$3,312.00	0	\$0.00	0	\$0.00	0	\$0.00	48	\$6,816.00
30.3 - Upload correspondence into the Procore Management Program.	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$728.00	8	\$728.00
SUBTOTALS:	0	\$0.00	48	\$7,008.00	48	\$6,624.00	0	\$0.00	0	\$0.00	8	\$728.00	104	\$14,360.00
TASK 40 - UTILITY COORDINATION														
40.1 - Finalize utility as-built drawing request. Compile and review all available as-built information provided by the utilities.	0	\$0.00	0	\$0.00	0	\$0.00	16	\$1,824.00	0	\$0.00	0	\$0.00	16	\$1,824.00
40.2 - Coordinate/verify utility as-built drawings with the surveyor.	0	\$0.00	0	\$0.00	4	\$552.00	4	\$456.00	0	\$0.00	0	\$0.00	8	\$1,008.00
40.3 - Meet, coordinate and maintain correspondence with all utility agencies located within the project limits at all submittal phases (preliminary and final). Prepare minutes of meetings.	0	\$0.00	32	\$4,672.00	32	\$4,416.00	72	\$8,208.00	0	\$0.00	0	\$0.00	136	\$17,296.00
40.4 - Identify potential conflicts, coordinate solutions to conflicts, request clearance letters and/or schedule for utility adjustments.	0	\$0.00	20	\$2,920.00	52	\$7,176.00	72	\$8,208.00	0	\$0.00	0	\$0.00	144	\$18,304.00
40.5 - Upload information into the Procore Management Program.	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$728.00	8	\$728.00
SUBTOTALS:	0	\$0.00	52	\$7,592.00	88	\$12,144.00	164	\$18,696.00	0	\$0.00	8	\$728.00	312	\$39,160.00
TASK 50 - PRELIMINARY DESIGN PHASE														

Moreno Cardenas Inc.
Pebble Hills Boulevard Reconstruction & Resurfacing Improvements
Itemized Fee Schedule
Design Phase Services

SUBMITTED: 4/17/2023
REVISED: 6/9/2023

SCOPE OF WORK	Project Director		Project Manager		Engineer IV		Engineer III		CADD Designer		Admin		Totals	
	Hours	\$313.00	Hours	\$146.00	Hours	\$138.00	Hours	\$114.00	Hours	\$96.00	Hours	\$91.00	Hours	Cost
50.1 - Prepare preliminary design drawings for the reconstruction segment of Pebble Hills Boulevard consisting of: •Cover Sheet & Index of Drawings •General Notes and Legend •Soil Boring Logs (for Contractor’s information only) •Topographic Survey •Existing and Proposed Roadway Typical Sections •Existing Utility Plans •Demolition Plans •Construction Sequence Plan •Horizontal Control Plan (excluding resurfacing segments) •Roadway Plan & Profiles (Centerline Only) (excluding resurfacing segments) •Storm Water Pollution Prevention Plans	0	\$0.00	100	\$14,600.00	200	\$27,600.00	250	\$28,500.00	500	\$48,000.00	0	\$0.00	1050	\$118,700.00
50.2 - Prepare preliminary layout drawings for the resurfacing segments of Pebble Hills Boulevard consisting of: •Plan-Plan Sheets	0	\$0.00	20	\$2,920.00	40	\$5,520.00	40	\$4,560.00	150	\$14,400.00	0	\$0.00	250	\$27,400.00
50.3 - Prepare preliminary outline of technical specifications for both reconstruction and resurfacing improvements.	0	\$0.00	16	\$2,336.00	16	\$2,208.00	30	\$3,420.00	0	\$0.00	0	\$0.00	62	\$7,964.00
50.4 - Prepare a preliminary opinion of probable construction cost (OPCC) estimate for both reconstruction and resurfacing improvements. In preparing the preliminary opinion of cost, a contingency amount of 25% of the estimated cost of construction will be added.	0	\$0.00	16	\$2,336.00	60	\$8,280.00	100	\$11,400.00	150	\$14,400.00	0	\$0.00	326	\$36,416.00
50.5 - Submit one electronic PDF copy of the preliminary design documents to the CID for review and comment. Submit an electronic PDF copy of the preliminary design documents to all affected utility companies.	0	\$0.00	0	\$0.00	2	\$276.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$276.00
50.6 - Meet with the CID and project stakeholders at the CDR meeting to receive review comments. Prepare minutes of meetings.	0	\$0.00	2	\$292.00	2	\$276.00	4	\$456.00	0	\$0.00	0	\$0.00	8	\$1,024.00
50.7 - Address preliminary design comments received by the CID, stakeholders and utilities.	0	\$0.00	10	\$1,460.00	40	\$5,520.00	80	\$9,120.00	120	\$11,520.00	0	\$0.00	250	\$27,620.00
50.8 - Upload approved preliminary design documents into the Procore Management Program.	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$728.00	8	\$728.00
50.9 - Prepare material, attend, conduct, and present preliminary recommendations at the first scheduled public meeting. Prepare minutes of the meeting.	0	\$0.00	8	\$1,168.00	8	\$1,104.00	24	\$2,736.00	40	\$3,840.00	0	\$0.00	80	\$8,848.00
SUBTOTALS:	0	\$0.00	172	\$25,112.00	368	\$50,784.00	528	\$60,192.00	960	\$92,160.00	8	\$728.00	2036	\$228,976.00
TASK 60 - FINAL DESIGN PHASE														

Moreno Cardenas Inc.
Pebble Hills Boulevard Reconstruction & Resurfacing Improvements
Itemized Fee Schedule
Design Phase Services

SUBMITTED: 4/17/2023
REVISED: 6/9/2023

SCOPE OF WORK	Project Director		Project Manager		Engineer IV		Engineer III		CADD Designer		Admin		Totals	
	Hours	\$313.00	Hours	\$146.00	Hours	\$138.00	Hours	\$114.00	Hours	\$96.00	Hours	\$91.00	Hours	Cost
60.1 - Prepare final design drawings for the reconstruction segment of Pebble Hills Boulevard consisting of: •Cover Sheet & Index of Drawings •General Notes and Legend •Soil Boring Logs (for Contractor’s information only) •Topographic Survey •Existing and Proposed Roadway Typical Sections •Existing Utility Plans •Demolition Plans •Construction Sequence Plan •Horizontal Control Plan •Roadway P&Ps (Centerline, Left, & Right) excluding resurfacing segments •Roadway Cross Sections •Intersection Layout Sheets (at Zaragoza Road & Rich Beem Boulevard) •Signing and Striping Plans •Typical Roadway Details •Storm Water Pollution Prevention Plans	0	\$0.00	40	\$5,840.00	80	\$11,040.00	150	\$17,100.00	300	\$28,800.00	0	\$0.00	570	\$62,780.00
60.2 - Prepare final design drawings for the resurfacing segments of Pebble Hills Boulevard consisting of: •Plan-Plan Sheets •Resurfacing and Handicap Ramp Details •Signing and Striping Plans between Lee Trevino Drive and Outrigger Street. These drawings will be prepared using aerial imagery mapping. •Signing and Striping Plans between Loop 375 and Zaragoza Road. These drawings will be prepared using aerial imagery mapping.	0	\$0.00	10	\$1,460.00	16	\$2,208.00	40	\$4,560.00	80	\$7,680.00	0	\$0.00	146	\$15,908.00
60.3 - Prepare final technical specifications for both reconstruction and resurfacing improvements.	0	\$0.00	8	\$1,168.00	8	\$1,104.00	8	\$912.00	0	\$0.00	0	\$0.00	24	\$3,184.00
60.4 - Prepare a final OPCC for both reconstruction and resurfacing improvements.	0	\$0.00	4	\$584.00	16	\$2,208.00	40	\$4,560.00	120	\$11,520.00	0	\$0.00	180	\$18,872.00
60.5 - Submit one electronic PDF copy of the final design documents to the CID for review and comment. Submit an electronic PDF copy of the final design documents to all affected utility companies.	0	\$0.00	0	\$0.00	2	\$276.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$276.00
60.6 - Meet with the CID and project stakeholders at the CDR meeting to receive review comments. Prepare minutes of meetings.	0	\$0.00	1	\$146.00	2	\$276.00	4	\$456.00	0	\$0.00	0	\$0.00	7	\$878.00
60.7 - Address final design review comments received by the CID, project stakeholders and affected utility companies.	0	\$0.00	4	\$584.00	16	\$2,208.00	40	\$4,560.00	80	\$7,680.00	0	\$0.00	140	\$15,032.00
60.8 - Upload approved final signed and sealed construction documents into the Procure Management Program.	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$728.00	8	\$728.00
60.9 - Prepare material, attend, and support the CID to present final recommendations at the final scheduled public meeting. Prepare minutes of the meeting.	0	\$0.00	4	\$584.00	4	\$552.00	8	\$912.00	20	\$1,920.00	0	\$0.00	36	\$3,968.00
SUBTOTALS:	0	\$0.00	71	\$10,366.00	144	\$19,872.00	290	\$33,060.00	600	\$57,600.00	8	\$728.00	1113	\$121,626.00
SUBTOTALS:	40	\$12,520	600	\$87,600	800	\$110,400	1,000	\$114,000	1,560	\$149,760	150	\$13,650	4150	\$487,930.00

Moreno Cardenas Inc.
Pebble Hills Boulevard Reconstruction & Resurfacing Improvements
Itemized Fee Schedule
Design Phase Services

SUBMITTED: 4/17/2023
REVISED: 6/9/2023

SCOPE OF WORK	Project Director		Project Manager		Engineer IV		Engineer III		CADD Designer		Admin		Totals	
	Hours	\$313.00	Hours	\$146.00	Hours	\$138.00	Hours	\$114.00	Hours	\$96.00	Hours	\$91.00	Hours	Cost
TOTAL LABOR			\$487,930.00											
DIRECT COSTS			\$2,168.00											
SUBCONSULTANTS (BASIC SERVICES)														
Barragan & Associates (Surveying)			\$36,160.00											
CQC Testing & Engineering, LLC (Geotechnical)			\$18,000.00											
Fokus on Architecture, Inc. (RAS)			\$1,825.00											
SUBTOTAL			\$55,985.00											
TOTAL SUBS														
5% on Subs			\$2,516.00											
TOTAL LUMP SUM FEE (BASIC SERVICES)			\$548,599.00											

Moreno Cardenas Inc.
 Pebble Hills Boulevard Reconstruction & Resurfacing Improvements
 Itemized Fee Schedule
 Bidding Phase Services

SUBMITTED: 4/17/2023
 REVISED: 6/9/2023

SCOPE OF WORK	Project Director		Project Manager		Engineer IV		CADD Designer		Admin		Totals	
	Hours	\$313.00	Hours	\$146.00	Hours	\$138.00	Hours	\$96.00	Hours	\$91.00	Hours	Cost
TASK 70 - ADVERTISING/BIDDING PHASE												
70.1 - Assist the CID in preparation of bid package and pre-bid meeting presentation.	0	\$0.00	1	\$146.00	2	\$276.00	0	\$0.00	0	\$0.00	3	\$422.00
70.2 - Attend pre-bid meeting, answer bidder's questions and assist the CID with preparation of meeting minutes.	0	\$0.00	1	\$146.00	2	\$276.00	0	\$0.00	0	\$0.00	3	\$422.00
70.3 - Prepare and issue any necessary addenda in coordination with the CID.	0	\$0.00	1	\$146.00	2	\$276.00	2	\$192.00	0	\$0.00	5	\$614.00
70.4 - Attend bid opening. Review apparent low bidder's information for conformance to the contract documents. Provide recommendation to the CID.	0	\$0.00	1	\$146.00	2	\$276.00	0	\$0.00	0	\$0.00	3	\$422.00
70.5 - Upload bidding correspondence and documents into the Procore Management Program.	0	\$0.00	0	\$0.00	2	\$276.00	0	\$0.00	0	\$0.00	2	\$276.00
SUBTOTALS:	0	\$0.00	4	\$584.00	10	\$1,380.00	2	\$192.00	0	\$0.00	16	\$2,156.00
SUBTOTALS:	0	\$0.00	4	\$584.00	10	\$1,380.00	2	\$192.00	0	\$0.00	16	\$2,156.00

TOTAL LABOR \$2,156.00

DIRECT COSTS \$150.00

SUBCONSULTANTS
 None \$0.00

TOTAL SUBS \$0.00
 5% on Subs \$0.00

TOTAL LUMP SUM FEE (BASIC SERVICES) \$2,306.00

Moreno Cardenas Inc.
Pebble Hills Boulevard Reconstruction & Resurfacing Improvements
Itemized Fee Schedule
Construction Administration Services

SUBMITTED: 4/17/2023
REVISED: 6/9/2023

SCOPE OF WORK	Project Director		Project Manager		Engineer IV		Engineer III		CADD		Admin		Totals	
	Hours	\$313.00	Hours	\$146.00	Hours	\$138.00	Hours	\$114.00	Hours	\$96.00	Hours	\$91.00	Hours	Cost
TASK 80 - CONSTRUCTION ADMINISTRATION														
80.1 - Perform construction administration and management duties; prepare monthly progress reports, invoices and minutes of meetings.	0	\$0.00	40	\$5,840.00	0	\$0.00	0	\$0.00	0	\$0.00	40	\$3,640.00	80	\$9,480.00
80.2 - Participate with the CID in attending and conducting the pre-construction meeting.	0	\$0.00	1	\$146.00	1	\$138.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$284.00
80.3 - Attend scheduled construction meetings as needed.	0	\$0.00	0	\$0.00	16	\$2,208.00	0	\$0.00	0	\$0.00	0	\$0.00	16	\$2,208.00
80.4 - Review project submittals and shop drawings.	0	\$0.00	1	\$146.00	2	\$276.00	16	\$1,824.00	0	\$0.00	0	\$0.00	3	\$422.00
80.5 - Make clarifications/interpretations of contract documents through supplementary information.	0	\$0.00	0	\$0.00	16	\$2,208.00	0	\$0.00	0	\$0.00	0	\$0.00	16	\$2,208.00
80.6 - Respond to Requests for Information (RFI's) from Contractor.	0	\$0.00	1	\$146.00	16	\$2,208.00	0	\$0.00	0	\$0.00	0	\$0.00	17	\$2,354.00
80.7 - Assist the CID with project change orders.	0	\$0.00	1	\$146.00	16	\$2,208.00	0	\$0.00	0	\$0.00	0	\$0.00	17	\$2,354.00
80.8 - Attend substantial and final-completion walkthroughs. Prepare punch list items.	0	\$0.00	1	\$146.00	16	\$2,208.00	0	\$0.00	0	\$0.00	0	\$0.00	17	\$2,354.00
80.9 - Prepare reproducible set of record drawings.	0	\$0.00	1	\$146.00	1	\$138.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$284.00
80.10 - Provide correspondence, information, and documentation to the CID for upload on the Procore Management software program.	0	\$0.00	2	\$292.00	4	\$552.00	24	\$2,736.00	40	\$3,840.00	0	\$0.00	46	\$4,684.00
SUBTOTALS:	0	\$0.00	48	\$7,008.00	88	\$12,144.00	40	\$4,560.00	40	\$3,840.00	40	\$3,640.00	216	\$31,192.00
SUBTOTALS:	0	\$0.00	48	\$7,008.00	88	\$12,144.00	40	\$4,560.00	40	\$3,840.00	40	\$3,640.00	216	\$31,192.00

TOTAL LABOR \$31,192.00

DIRECT COSTS \$987.00

SUBCONSULTANTS
Fokus on Architecture, Inc. (ADA) \$1,825.00

TOTAL SUBS \$1,825.00
5% on Subs \$91.00

TOTAL LUMP SUM FEE (BASIC SERVICES) \$34,095.00

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

For the “**ENGINEERING AND DESIGN SERVICES VISTA DEL SOL DR., PEBBLE HILLS BLV. RECONSTRUCTION-RESURFACING**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT/CONCEPT PHASE

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

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

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

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

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

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

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

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

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

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

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

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

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

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

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

BIDDING PHASE

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

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

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

CONSTRUCTION PHASE

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

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

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

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

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

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

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

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

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

RESIDENT PROJECT SERVICES

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

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “**ENGINEERING AND DESIGN SERVICES VISTA DEL SOL DR., PEBBLE HILLS BLV. RECONSTRUCTION-RESURFACING**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$585,000.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Payment to Consultant

Lump Sum Payment to Consultant based on Task and Subtask Completion in accordance with Attachment B.

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

The Owner shall make payments 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

