

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

DEPARTMENT: Engineering Department

AGENDA DATE: January 22, 2008

CONTACT PERSON/PHONE: Javier Reyes, Engineering Department 541-4630

DISTRICT(S) AFFECTED: 1

SUBJECT:

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **PARKHILL, SMITH COOPER, INC.**, a Texas Corporation, to perform consulting services for a project known as **"CONCRETE INTERSECTION IMPROVEMENT-ARTCRAFT/WESTSIDE AND ARTCRAFT/UPPER VALLEY INTERSECTIONS"** for a contract amount of **SIXTY TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$62,500.00)**, and that the City Engineer be authorized to approve up to \$25,000.00 in additional services for a total contract amount not to exceed **EIGHTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$87,500.00)**.

BACKGROUND / DISCUSSION:

The consultant shall design roadway and parkway improvements on two intersections- Artcraft Road- Westside Road intersection and Artcraft Road-Upper Valley Road intersection. The intersection design services consist of the following:

For the Artcraft-Westside intersection the consultant shall prepare construction documents for replacing the existing asphalt paved roadway with reinforced concrete pavement. The consultant shall widen Westside Road from 40 feet to 76 feet. The improvements on Westside Road shall be from 150 feet north of the intersection to 150 south of the intersection. The design shall also include new ADA compliant concrete sidewalks, driveways, and accessibility ramps. The consultant shall also include in the design all new signage. Land acquisition services such as metes and bounds description may be required.

For the Artcraft-Upper Valley intersection the consultant shall prepare construction documents for replacing the existing asphalt paved roadway with reinforced concrete pavement. The consultant shall widen Upper Valley Road from 40 feet to 76 feet. The improvements on Upper Valley Road shall be from 150 feet north of the intersection to 150 feet south of the intersection. The design shall also include new ADA compliant concrete sidewalks, driveways, and accessibility ramps. The consultant shall also include in the design new signage. Land acquisition services such as metes and bounds description may be required.

PRIOR COUNCIL ACTION:

City Council has not previously considered this item

AMOUNT AND SOURCE OF FUNDING:

The account information is as follows:

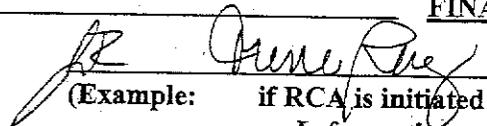
Funding Source	2006 Certificates of Obligation
Project No.	PCP06ST012B
Department ID	99331117
Fund No.	27263
Account No.	508016 & 508051

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ FINANCE: (if required) _____

DEPARTMENT HEAD:  _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **PARKHILL, SMITH COOPER, INC.**, a Texas Corporation, to perform consulting services for a project known as "**CONCRETE INTERSECTION IMPROVEMENT-ARTCRAFT/WESTSIDE AND ARTCRAFT/UPPER VALLEY INTERSECTIONS**" for a contract amount of **SIXTY TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$62,500.00)**, and that the City Engineer be authorized to approve up to \$25,000.00 in additional services for a total contract amount not to exceed **EIGHTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$87,500.00)**.

ADOPTED this _____ day of _____, 2008.

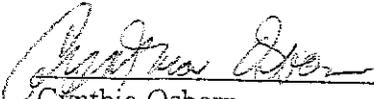
THE CITY OF EL PASO:

John F. Cook
Mayor

ATTEST:

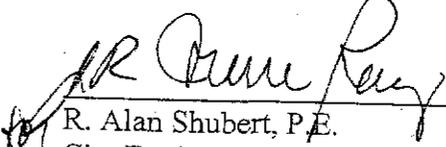
Richarda Duffy-Momsen
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



for R. Alan Shubert, P.E.
City Engineer

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

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 working days time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 **PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **SIXTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$62,500.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **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"**. If authorized by the City Engineer prior to the performance of such services, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$25,000.00. Additional Services exceeding \$25,000.00 must have prior approval by City Council through written amendment to this Agreement. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

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

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the

progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates **FIVE HUNDRED NINETY-THREE THOUSAND AND 00/100 DOLLARS (\$593,00.00)** for the award of a construction contract base bid, 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 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 not commence work under this Agreement until the Consultant has obtained sufficient insurance as required herein, 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**
 - Personal Injury or Death**
 - \$500,000.00 for one person or occurrence
 - \$1,000,000.00 for two or more persons or occurrences
 - Property Damage**
 - \$500,000.00 per occurrence
 - General Aggregate**
 - \$1,000,000.00

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

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or

officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after **thirty (30) consecutive calendar days** written notice of intent to cancel or change said insurance has been provided to the City of El Paso."

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or

the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL 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 funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal 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 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 through a Grant Agreement or Cooperative 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 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.

6.2 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.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 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 as expeditiously as is consistent with professional skill and care 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. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

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

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

To the Consultant: Parkhill, Smith & Cooper, Inc.
Attn: Terry G. Bilderback, P.E.
810 E. Yandell
El Paso, Texas 79902

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

CONSULTANT:
Parkhill, Smith & Cooper, Inc.

By: Terry G. Bilderback
Terry G. Bilderback, P.E.
Vice President

APPROVED AS TO FORM:

Cynthia Osborn
Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

R. Alan Shubert
R. Alan Shubert, P.E., C.B.O.
City Engineer

(Acknowledgements on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2008,
by **Joyce A. Wilson, City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

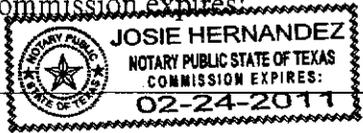
My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 31st day of December, 2008,⁷²⁶
by **Terry G. Bilderback**, as **Vice President** of **Parkhill, Smith & Cooper**.

Josie Hernandez
Notary Public, State of Texas

My commission expires:



ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "CONCRETE INTERSECTION IMPROVEMENTS-ARTCRAFT/WESTSIDE AND ARTCRAFT/UPPER VALLEY INTERSECTIONS," 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 the design phases of 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 a 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.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

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, 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.
10. 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.

PHASE II - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

1. 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.
2. 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.
3. Prepare proposal forms.
4. Incorporate changes requested by the Owner and other governmental authorities after review of preliminary design documents and perform redesign necessitated by public utility conflicts.
5. Coordinate closely with utility companies during the Preliminary Design. 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.
6. Submit to a Registered Accessibility Specialist (RAS), a set of Final Design Drawings for ADA review and approval.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

7. 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.
8. 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.
9. 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.

PHASE III - BIDDING PHASE

Upon receipt of the Owner's written authorization to proceed with the Bidding Phase on each construction contract, the Consultant shall do the following separately for each construction contract:

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

CONSTRUCTION PHASE

Upon receipt of the Owner's written authorization to proceed with the Construction Phase, the Consultant shall do the following separately for each construction contract:

1. Request from the Registered Accessibility Specialist (RAS) an inspection for ADA compliance. Registered Accessibility Specialist (RAS) shall conduct inspection with designated representatives of the City Engineer, and the construction contractor.
2. Respond in writing to Contractor's design related Requests for Information (RFI).

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized by the City Engineer prior to the performance of such services, the Consultant may perform or obtain Additional Services noted below, which are not covered within the Agreement, in an amount not to exceed \$25,000.00. Additional Services exceeding \$25,000.00 must have prior approval by City Council through written amendment to this Agreement. 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. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. 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.
4. 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.
5. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
6. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

7. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein
8. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
9. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
10. 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.
11. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
12. 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.
13. 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.
14. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
15. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.
16. 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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 AND DELIVERABLE SCHEDULES

For the Project known as "CONCRETE INTERSECTION IMPROVEMENTS-ARTCRAFT/WESTSIDE AND ARTCRAFT/UPPER VALLEY INTERSECTIONS", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **SIXTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$62,500.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

The compensation for each phase of the basic services on each construction contract shall be made in proportion to the services performed for that phase, so that the compensation made after the approved completion of each phase shall bring the fee up to the following percentages of the total basic compensation:

	<u>Percent of Payment to Consultant</u>	<u>Percent of Project Completion</u>
Phase I	65%	65%
Phase II	30%	95%
Phase III	5%	100%

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

DELIVERABLE SCHEDULE

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten copies** of any required documents and opinion of probable construction costs shall be submitted within **sixty (60) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE II—FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **twenty one (21) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **thirty copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **three (3) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE III—BIDDING PHASE

Submit **three copies** of all addenda to the Owner for appropriate action within **three (3) consecutive calendar days**.

ATTACHMENT " A "

PROJECT SCOPE

TITLE: Concrete Intersection Improvements-Artcraft/Westside and Upper Valley Intersection

LOCATION: Artcraft-Westside Intersection
Artcraft-Upper Valley Intersection

CONSTRUCTION BUDGET: \$300,000 Artcraft-Westside Intersection
\$293,000 Artcraft-Upper Valley Intersection

GENERAL DESCRIPTION:

For Artcraft-Westside Intersection

The consultant shall prepare construction documents for replacing the existing pavement structures with reinforced concrete pavement structures. The consultant shall widen Westside Road from 40' to 76', for 150' north and south of Artcraft. The consultant shall design ADA compliant improvements. Consultant shall also include in the design all new signage. The design shall also include new ADA compliant concrete sidewalks, driveways, and accessibility ramps. Land acquisition services such as metes and bounds description may be required.

For Artcraft-Upper Valley Intersection

The consultant shall prepare construction documents for replacing the existing pavement structures with reinforced concrete pavement structures. The consultant shall widen Upper Valley Road from 40' to 76', for 150' north and south of Artcraft. The consultant shall design ADA compliant improvements. Consultant shall also include in the design all new signage. The design shall also include new ADA compliant concrete sidewalks, driveways, and accessibility ramps. Land acquisition services such as metes and bounds description may be required.

OBJECTIVE:

The primary objective is to improve the performance of these two intersections. The performance shall be judged by improving the traffic flow efficiency, reduction of traffic incidents and fatalities, improvement of vehicular and pedestrian accessibility, and reduction of maintenance and associated costs.

1.0 SERVICES REQUIRED:

1.1 Investigation:

All investigations including but not limited to, utility coordination, land use & zoning, drainage, the need for new utility service lines and utility easements

ATTACHMENT " A "

PROJECT SCOPE

deemed necessary by the Engineering Department in order to complete the design or the project construction, shall be performed by the designer. The consultant shall investigate Texas Department of Transportation (TXDOT) requirements for the Arcraft, Westside, and Upper Valley intersection and shall comply accordingly with these requirements. The consultant shall investigate the City of El Paso requirements for the Arcraft-Westside and Arcraft-Upper Valley intersection and shall comply accordingly with these requirements. The consultant shall investigate and coordinate with the El Paso County Water District #1.

1.2 Programming:

The designer shall assist the Engineering Department and Street Department in the development of programming for these intersections. The Consultant shall coordinate design efforts with Traffic Engineering Consultant.

1.3 Design:

Design shall meet the City's requirements for the project and shall be performed in phases as presented in section 5.0 Project Schedule below.

1.4 Bidding & Construction:

During the bidding process, the designer shall assist the Owner with but not limited to the following items: determine bid period and date, respond to all questions from perspective bidders, attend a pre-bid conference, prepare addenda, evaluate bids, and provide recommendations concerning the acceptability of subcontractors. The bids shall be advertised as a unit price contract and selection of the bidders shall be a "low bid" selection. Each intersection shall be bid as separate bid packages.

During the construction phase, the designer shall assist the Owner by responding to all design related requests for information (RFI) from contractor.

1.5 Planning:

The designer shall assist the Owner in providing a schedule for obtaining utility easements, utility service lines, land acquisition, right of way, public participation and involvement, and Texas Department of Transportation approval.

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. The Consultant shall use Texas Department of Transportation standards and details for reinforced concrete pavement.

ATTACHMENT " A "

PROJECT SCOPE

1.7 ADA Compliance and Requirements

The designer shall include the services of an ADA consultant certified to perform plan review and inspections for ADA, T.A.S, and Texas Department of Licensing and Regulation requirements. The consultant shall provide a complete service for items listed on the scope of work.

1.8 Surveys

The designer shall provide meets and bounds descriptions and all topographic and horizontal surveys for this project. Consultant shall provide metes and bounds descriptions for land acquisition twenty-one (21) days after advising City of El Paso of need for land acquisition.

1.9 Environmental Issues

A consultant hired by the City of El Paso has done a separate environmental study. The designer shall not be responsible to provide asbestos, lead, mold, and other environmental surveys and/or studies. The designer shall be responsible to coordinate design efforts with the City of El Paso consultant responsible to prepare environmental studies.

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

The designer shall be responsible to comply with all local, state, and federal building codes. The designer shall be responsible to submit required sets to City of El Paso Development Services Department for review and approval during final design phase period. The designer shall be responsible to obtain approval from Development Services Department before the construction documents are submitted for bid advertisement. It shall be the responsibility of the designer to follow up review and approval process with Development Services Department. The designer shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. The City of El Paso Engineering Department shall be responsible to review grading and drainage permit requirements.

1.11 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 Services Department for review and approval.

1.12 Utility Services

The consultant shall prepare construction documents for new sanitary sewer services lines for all lots including existing services and in vacant lots. The purpose is to avoid future pavement cuts on the new roadway. The design of the sanitary sewer service line shall extend from the sanitary sewer service main to

ATTACHMENT " A "

PROJECT SCOPE

the right of way line. The design shall include any special connections if necessary such as utility vaults, joints, etc... The consultant in behalf of the City of El Paso shall request from all utility companies new service lines from utility mains to right of way line on both existing services and vacant lots. Each utility company shall do the design and construction of the new service lines except for the sanitary sewer service lines. However each utility company can request that the City of El Paso include as part of the street and drainage improvement bid package the new service lines provided that the utility company sign 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. The consultant shall complete all design and coordination efforts with utility companies when the final design is submitted.

1.13 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 set up 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 sign 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.

1.14 Public Involvement

The consultant shall attend two community meetings. The consultant shall prepare exhibits and answer questions.

ATTACHMENT " A "

PROJECT SCOPE

1.15 Traffic and Pedestrian Control Plan

The consultant shall not be responsible to prepare traffic and pedestrian control plans. The construction contractor shall provide traffic and pedestrian control plans. The Consultant shall prepare and provide a specification for general requirements for traffic control and pedestrian plans. A requirement shall be that traffic and pedestrian control plan shall comply with national, state, and local codes and approval from City of El Paso Engineering Traffic Division and Texas Department of Transportation is required.

1.16 Construction Sequencing Plan

The consultant shall be responsible to prepare a construction sequencing plan and submit it at all design phase submittals for review. The consultant shall develop a sequencing plan that is innovative and that provides vehicular and pedestrian access at all times. Special consideration and notes shall be specified on plans allowing contractor to work out of phase area for utility relocations. Pavement skin patches shall be allowed on areas being worked out of phases but will be reconstructed in another phase. The City of El Paso shall decide the sequence of which phases will be done first and at the end. The contractor shall not be given this option.

1.17 Construction Schedule

The consultant shall meet with City of El Paso Project Manager and Construction Manager to determine construction schedule for each phase, order of work, and which phases will be done concurrently. 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.

1.18 Land Acquisition

The consultant shall provide metes and description to land acquisition

2.0 PRODUCTS REQUIRED:

2.1 Drawings:

A. Preliminary Design:

Upon the completion preliminary design phase, the designer shall submit **ten (10) copies** of the preliminary design documents and cost estimates for approval. The consultant shall submit separate copies to the Texas Department of Transportation for review and approval. The amount and size of copies to TXDOT shall be according to TXDOT requirements. If the Owner does not approve the

ATTACHMENT " A "

PROJECT SCOPE

preliminary design documents, the designer shall furnish three (3) copies of the resubmitted design documents.

B. Final Design:

Upon the completion of final design phase, the designer shall furnish to the Owner **three (3) copies** of final design documents and specifications for review. The consultant shall submit separate copies to the Texas Department of Transportation for review and approval. The amount and size of copies to TXDOT shall be according to TXDOT requirements. Upon the approval of the final design documents, the designer should furnish the Owner **thirty (30) copies** of the final design documents and specifications for bidding.

2.2 Specifications:

All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. All specifications must comply with established specification standards and formats.

2.3 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.

2.4 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.

2.5 Reproduction

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

2.6 Bidding

The designer shall be responsible to answer all questions presented by bidders, attend pre-bid conference, participate in low bid process procurement, evaluate bidders, provide bid analysis, provide bid recommendation, and be present during City Council meeting to answer questions about bid recommendation. The designer shall be responsible to prepare bid addendums.

ATTACHMENT " A "

PROJECT SCOPE

3.0 GENERAL REQUIREMENTS AND CRITERIA:

- 3.1 Design must meet all applicable City Codes and Ordinances.
- 3.2 Design must comply with Engineering Department 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 plans are plan submittals are due.

4.0 OTHER CONSIDERATIONS:

- 4.1 Work to be coordinated with the Engineering Department
- 4.2 Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

5.0 PROJECT SCHEDULE:

For Artcraft-Westside/ Artcraft-Upper Valley Intersection

Preliminary Design Phase: 60 days

Final Design Phase: 21 days



November 21, 2007

→ Mr. Javier Reyes, P.E.
Engineering Program Manager
Engineering Department
City of El Paso
Two Civic Center Plaza
El Paso, Texas 79901-1196

Re: Fee Proposal
Artcraft - Westside and Upper Valley Concrete Intersections

Dear Mr. Reyes:

Attached is the third revision of our fee proposal for the referenced project. We have computed the fee based on the contract requirements supplied by your letter dated August 9, 2007. Also, we have deleted the traffic engineering and construction phase elements from our proposal based on our discussions with Javier Reyes and Martin Noriega on September 25, 2007 and November 5, 2007. Lastly, we have made further reductions to meet the goals listed in your November 14, 2007 letter. Backup for our proposal is attached.

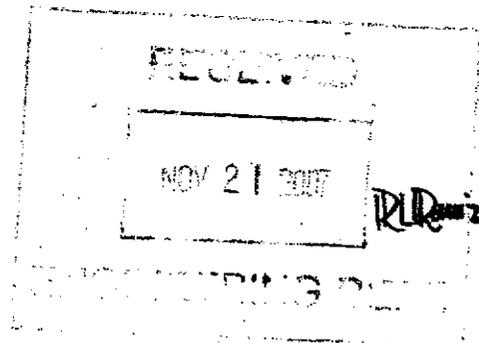
FEE PROPOSAL SUMMARY:

A. Engineering Services	\$ 51,865.00
B. Reductions to Meet Fee Goal	<\$1,777.00>
C. Topographic Surveys	\$ 11,462.00
D. TDLR Reviews and Inspections	\$ 950.00
Total Fee Proposal	\$ 62,500.00

Please note that in order to get to the fee goal you provided we have deleted the geotechnical investigation and propose to match the pavement design from the TxDOT Artcraft Road project dated August 7, 1997. The only further reduction we can offer is to delete the metes & bounds survey for the necessary land acquisition. This would remove an additional \$3,700 from our fee proposal.

Project Schedule - we propose the following schedule for our design services.

Preliminary Design	60 calendar days
Final Design	21 calendar days



Parkhill, Smith & Cooper, Inc.

Engineers • Architects • Planners
810 E. Yandell, El Paso, Texas 79902
(915) 533-6811 FAX (915) 544-2059

Lubbock

El Paso

Midland

Amarillo

Odessa

Mr. Javier Reyes, P.E.

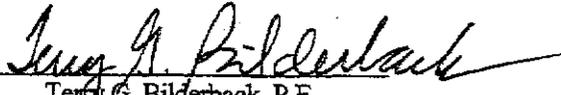
Page 2

November 21, 2007

Please let Ramon Lara or me know if you have any further needs or questions.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 
Terry G. Bilderback, P.E.
Vice President

TGB/tb

Enclosures

R:\Prop\ELPASO-CITY\2007\2007-7 Conc. Intersections Aircraft Fee Negotiation\Fee-Xmt4.DOC

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 02
 PROJECT NAME: Artcraft Conc. Intersections
 JOB NO.: _____
 TASK: _____
 DATE: 11/21/07

FEE TYPE: Lump Sum
 PREPARED BY: REL
 PRINCIPAL: TGB
 PROJ. MANAGER: REL

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: _____
 PROFIT ON DIRECTS: 10.00%

TOTAL FEE: <u>\$62,500</u>	LABOR: <u>\$44,269</u>
LABOR: <u>\$44,269</u>	DIRECTS: <u>\$20,008</u>
OVERHEAD: _____	SUBTOTAL: <u>\$64,277</u>
REIMB. CONSULTANTS: _____	REIMB. FEE: _____
REIMB. EXPENSES: _____	
DIRECT CONSULTANTS: <u>\$12,412</u>	
DIRECT EXPENSES: <u>\$5,777</u>	TOTAL FEE: <u>\$62,500</u>
	<u>\$64,277</u>

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
03	Engineer	15	\$2,265
03	Engineer	117	\$14,976
03	Engineer		
03	Engineer		
07	Engineer-in-Training	202	\$16,564
14	CADD Operator	134	\$8,576
18	Clerical	32	\$1,888

FEE ESTIMATING SHEET		PROJECT: Aircraft Conc. Intersections		JOB NO.:		TASK:			
SALARY	TASK	CATEGORY OF PERSONNEL							TOTAL
		RATE PER HOUR							
		Principal ENG 03	PM ENG 03	Civil ENG 03	Elec ENG 03	EIT 07	CADD OPT 14	CLERICAL 18	
	Trips	\$151.00	\$128.00			\$82.00	\$64.00	\$59.00	
1.1 INVESTIGATION									
	A. Geotechnical Investigation Coordination		1						1
	B. Utility Coordinations	See 1.5							
	C. New Utility Service Lines	See 1.13							
	D. Necessary Utility Easements	See 1.12							
	E. Investigate Tx-DOT Requirements	1		1			2		3
	F. Investigate City of El Paso Requirements	1		1			4		5
	G. Investigate EPCWID #1 Requirements	2		2					1
	H. Prepare Application with District			1			6		8
	I. Attend District Board Meetings	2		4			3		4
	J. Coordinate Field Surveying			1					4
									1
1.2 PROGRAMMING									
	A. Assist Engr. And Street Departments in the Development of Programming for the Intersections		1	3					4
1.3 DESIGN									
	A. Preliminary Design Phase		2					2	4
	1. Review Previous Drainage Studies and Reports and Designs			1			3		4
	2. Prepare Design Analysis and Hydraulic Reports			2			8	4	14
	3. Develop Plan for Demolition of Existing roadway, sidewalks, driveways, etc.			2			4	8	14
	4. Prepare Preliminary Design of Intersection Improvements:								
	a. Street Plan and Profiles			4			12	16	32
	b. Sidewalks			2			4	6	12
	c. Driveways			1			2	6	9
	d. Ramps			1			2	8	11
	e. Typical Sections and Details			1			4	8	13
	5. Pavement Design								
	b. TxDOT Reinforced Concrete Section			2			4	8	14
	6. Prepare Preliminary Design of Drainage Improvements			4			12		16
	a. Underground Stormwater System Plan and Profiles		No Underground Drainage Facilities Expected						
	b. Design of Drainage Inlets								
	c. Design of Junction Boxes								
	d. Typical Sections and Details								
	7. Develop Preliminary Construction Sequencing Plans			2			4	6	12
	8. Prepare Preliminary Opinion of Construction Costs			1			8		11
	9. Prepare Preliminary Specifications			2			12	8	22
	10. Public Involvement	See 1.14							
	11. Review Meeting with City Engineering	1		2					2
	12. Tx-DOT Coordination of Prelim. Design	1		4					4
	B. Final Design Phase		2						2
	Refine Preliminary Design								
	1. Refine Plan for Demolition of Existing roadway, sidewalks, driveways, storm sewer, etc. inlets, etc.			1			1	4	6
	2. Prepare Final Design of Street Improvements								
	a. Street Plan and Profiles			1			4	10	15
	b. Sidewalks			1			2	4	7

c. Driveways		1	2	4		7	
e. Ramps		1	2	4		7	
d. Street Typical Sections and Details		1	2	4		7	
3. Prepare Final Design of Drainage Improvements							
a. Underground Stormwater System Plan and Profiles			No Underground Drainage Facilities Expected				
b. Design of Drainage Inlets							
c. Design of Junction Boxes							
b. Typical Sections and Details							
4. Refine Construction Sequencing Plan		1	4	4		9	
5. Prepare Final Opinion of Construction Cost		1	4		2	7	
6. Prepare Final Specifications		2	8		4	14	
7. Public Involvement		See 1.14					
8. Review Meeting with City Engineering	1	2				2	
9. Tx-DOT Coordination of Final Design	1	2				2	
1.3. BIDDING & CONSTRUCTION		2				2	
A. Attend Pre-Bid Conference		2				2	
B. Prepare Addenda		1	4			5	
C. Answer Questions		1	4		1	6	
C. Review Bids and Recommend Lowest Responsible Bidder		1	2		1	4	
D. Meetings with City Engineering	1	2				2	
E. Attend Pre-Construction Conference		DELETED BY CITY ENGR.					
G. Review Contractor's Trench Design		DELETED BY CITY ENGR.					
H. Review Contractor's Submittals		DELETED BY CITY ENGR.					
I. Perform Periodic Site Visits		DELETED BY CITY ENGR.					
J. Review and make recommendations of Contractor's pay requests		DELETED BY CITY ENGR.					
K. Publish "Punch List"		DELETED BY CITY ENGR.					
L. Conduct Final Inspection		DELETED BY CITY ENGR.					
M. Prepare Record Drawings		DELETED BY CITY ENGR.					
N. Respond to Contractor RFIs	2	2	4	8	4	2	20
1.4 PLANNING		2				2	
A. Prepare Schedule for Utility Easements		2	4		1	7	
B. Prepare Schedule for Utility Service Lines		1	2		1	4	
C. Prepare Schedule for Land Acquisition		2	4		1	7	
D. Prepare Schedule for R.O.W. Acquisition		1	2		1	4	
E. Prepare Schedule for Public Participation		1	2		1	4	
F. Assist in Obtaining Tx-DOT Approval		2	4		1	7	
1.5. SOILS INVESTIGATION		Deleted in Negotiations					
A. Obtain and Coordinate Soils Investigation.							
B. Review Soils Investigation Report							
1.6 DESIGN ANALYSIS		Incl. in items above					
A. Prepare Design Analysis							
1.7 ADA COMPLIANCE AND REQUIREMENTS							
A. Coordinate ADA Consultant Services		2				2	
1.8 SURVEYING		See 1.1.J.					
A. Obtain and Coordinate Surveying Services							
B. Review Surveying Information							
1.9 ENVIRONMENTAL SERVICES							
A. Coordinate Design with City's Environmental Consultant		2				2	
1.10 Building Permits, Special Permits, and other Land Use Permits							
A. Submit and Obtain Approval of Bid Documents from Engineering Dept.		2				2	

1.11 STORM WATER POLLUTION PREVENTION PLAN									
A. Prepare Storm Water Pollution Prevention Plan		2		8	12			22	
B. Submit Storm Water Pollution Prevention Plan for Approval by Development Services Department/Review		1		2				3	
1.12 UTILITY SERVICES									
A. Prepare Design of New Sanitary Sewer Services		1		2	4			7	
B. Coordinate Design with Utility Cos.	See 1.13								
1.13 UTILITY COORDINATION		3	1						
A. EPWU Meetings			2					1	
B. El Paso Electric Co. Meetings			2					2	
C. Texas Gas Service Meetings			2					2	
D. Obtain Available Information on Utility lines, valves, covers, manholes, etc.			1		4			5	
E. Determine Extent of Any Utility Relocation			1		4			5	
F. Obtain Utility Clearances and Submit to City			2					2	
1.14 PUBLIC INVOLVEMENT			2						
A. Attend two Public Meetings			4					2	
B. Prepare Exhibits for Public Meetings			1		2	6		4	
1.15 TRAFFIC AND PEDESTRIAN CONTROL PLAN				2					
A. Prepare and Provide Specification for General Requirements of the Traffic Control and Pedetrian Control Plan								2	
C. Obtain Approval from Tx-DOT for this Plan									
1.16 CONSTRUCTION SEQUENCING PLAN									
A. Prepare Construction Sequencing Plan			1		4	6		11	
B. Submit Construction Sequencing Plan for Review at all Design Phases			2		2	2		6	
1.17 CONSTRUCTION SCHEDULE									
A. Meeting with City's Project and Construction Manger to Determine Construction Schedule	1		1		1			2	
B. Prepare Construction Schedule			2		6			8	
1.19 LAND ACQUISITION									
A. Research ownership for ROW acquisition			2		4			6	
B. Provide Metes and Bounds Descriptions for land Acquisition			1					1	
C. Obtain right of entry			2		4			6	
BUDGET SUBTOTALS:		HOURS/ Trips -	17	15	117	202	134	32	500
		SALARY		\$2,265	\$14,976	\$16,564	\$8,576	\$1,888	\$44,269

FEE ESTIMATING SHEET		PROJECT: Aircraft Conc. Intersections JOB NO.:		TASK	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 STRUCTURAL CONSULTANTS					
512 MECH/ELEC CONSULTANTS					
513 ENV & CIVIL CONSULTANTS					
514 LANDSCAPE CONSULTANTS					
515 TESTING CONSULTANTS					
516 SURVEYING CONSULTANTS					
517 INTERIOR DESIGN CONSULTANTS					
518 OTHER CONSULTANTS					
TOTAL REIMBURSABLE CONSULTANTS					
REIMBURSABLE EXPENSES					
521 TRAVEL/LODGING					
MOTEL	DAYS @	MEN @	/MANDAY	=	
AIR TRAVEL	AIR FARE @	MEN @	/MAN	=	
PARKING	DAYS @	/DAY		=	
CAR RENTAL	DAYS @	/DAY		=	
MILEAGE	MILES @	\$0.365 @	17 TRIPS	=	
SUBTOTAL					
522 REPRODUCTIONS					
BLUELINE PRINTS	SHTS @	\$2.55 @	8 SETS	=	
SEPIA PRINTS	SHTS @	\$6.51 @	SETS	=	
PRINTING:					
ORIGINAL SET-UP COST	ORIGINALS	@	\$0.15 /ORI.	=	
COST PER SHEET	SETS @	\$0.08 /SHT @	250 SHEETS	=	
BINDING COST	SETS @	\$2.00 /SET		=	
XEROX	SHTS @	\$0.08 /SHT		=	
SUBTOTAL					
523 MODEL/RENDERINGS/PHOTOS					
		Shots @	/Shot		
524 TELEPHONE					
		Calls @	/Call		
525 MEALS					
		DAYS @	MEN @	/MANDAY	
526 FIELD SUPPLIES					
526 POSTAGE					
		Mailings @	/Mailing		
529 PUBLICATIONS & SUBSCRIPTIONS					
530 MISC REIMBURSABLE EXP					
531 FAX					
		Pages @			
532 TEMPORARY PERSONNEL					
533 DRAFTING SUPPLIES					
534 OFFICE SUPPLIES					
535 CADD					
		134 HOURS @	/HOUR		
536 FIELD EQUIP RENTAL					
546 SOFTWARE					
TOTAL REIMBURSABLE EXPENSES					

FEE ESTIMATING SHEET		PROJECT: Aircraft Conc. Intersections		JOB NO.:		TASK:	
DIRECTS							
DIRECT CONSULTANT COSTS							SUBTOTAL
611	STRUCTURAL CONSULTANTS						
612	MECH/ELEC CONSULTANTS						
613	ENV & CIVIL CONSULTANTS					City will have Traffic Items including traffic signals.	
614	LANDSCAPE CONSULTANTS					lighting and signage done through an indefinite delivery contract.	
615	TESTING CONSULTANTS						
616	SURVEYING CONSULTANTS					COC Deleted in Negotiations	
617	INTERIOR DESIGN CONSULTANTS					Landmark	\$11,462
618	OTHER CONSULTANTS					RAS - ADA Review	\$950
TOTAL DIRECT CONSULTANTS							\$12,412
DIRECT EXPENSES							
621	TRAVEL/LODGING						
	MOTEL	DAYS @	MEN @	/MANDAY	=		
	AIR TRAVEL	AIR FARE @	MEN @	/MAN	=		
	PARKING	DAYS @	/DAY	=			
	CAR RENTAL	DAYS @	/DAY	=			
	MILEAGE	16 MILES @	\$0.485 @	17 TRIPS	=	\$131.92	
SUBTOTAL							\$132
622	REPRODUCTIONS						
	BLUELINE PRINTS	50 SHTS @	\$1.50 @	60 SETS =		\$4,500.00	
	SEPIA PRINTS	50 SHTS @	\$8.51 @	1 SETS =		\$425.50	
	PRINTING:						
	ORIGINAL SET-UP COST	200 ORIGINALS @	\$0.15 /ORI.	=		\$30.00	
	COST PER SHEET	30 SETS @	\$0.05 /SHT @	200 SHEETS =		\$300.00	
	BINDING COST	30 SETS @	\$2.00 /SET	=		\$60.00	
	XEROX	3500 SHTS @	\$0.08 /SHT	=		\$280.00	
SUBTOTAL							\$5,596
623	MODEL/RENDERINGS/PHOTOS						
	TELEPHONE	Calls @	\$2.00 /Call	/Shot			
625	MEALS	DAYS @	MEN @	/MANDAY			
626	FIELD SUPPLIES						
628	POSTAGE	Mailings @	\$20.00 /Mailing				
629	PUBLICATIONS & SUBSCRIPTIONS						
630	MISC DIRECT EXP						
631	FAX	50 Pages @	\$1.00				
632	TEMPORARY PERSONNEL						\$50
633	DRAFTING SUPPLIES						
634	OFFICE SUPPLIES						
635	CADD	194 HOURS @	/HOUR				
636	FIELD EQUIP RENTAL						
648	SOFTWARE						
TOTAL DIRECT EXPENSES							\$5,777

Procurement Summary

Project Name: Concrete Intersection Improvements-Artcraft/Westside and Upper Valley Intersections

District: 1

Scope of work

For Artcraft-Westside Intersection

The consultant shall prepare construction documents for replacing the existing pavement structures with reinforced concrete pavement structures. The consultant shall widen Westside Road from 40' to 76' and 150' north and south of Artcraft. The consultant shall design ADA compliant improvements. The consultant shall design traffic improvements such as but not limited to signage and striping, and traffic signalization upgrades improvements. The intersections shall include new mast arms and poles, traffic LED signals and pedestrian heads, boxes, controllers, etc... The new traffic signal shall be linked to communicate to the Traffic Management Center (TMC) at the 6th Floor, City Hall Building. Communication shall be accomplished by using fiber optics or copper wire. No wire splices shall be allowed- complete wiring shall be installed. Consultant shall also include in the design all and new signage. The design shall also include a video detection system. The design shall also include new ADA compliant concrete sidewalks, driveways, and accessibility ramps. Land acquisition services such as metes and bounds description may be required.

For Artcraft-Upper Valley Intersection

The consultant shall prepare construction documents for replacing the existing pavement structures with reinforced concrete pavement structures. The consultant shall widen Westside Road from 40' to 76' and 150' north and south of Artcraft. The consultant shall design ADA compliant improvements. The consultant shall design traffic improvements such as but not limited to signage and striping, and traffic signalization upgrades improvements. The intersections shall include new mast arms and poles, traffic LED signals and pedestrian heads, boxes, controllers, etc... The new traffic signal shall be linked to communicate to the Traffic Management Center (TMC) at the 6th Floor, City Hall Building. Communication shall be accomplished by using fiber optics or copper wire. No wire splices shall be allowed- complete wiring shall be installed. Consultant shall also include in the design all and new signage. The design shall also include a video detection system. The design shall also include new ADA compliant concrete sidewalks, driveways, and accessibility ramps. Land acquisition services such as metes and bounds description may be required.

Department Requesting Service: Street Department

Procurement Type: Architect/Engineer Selection Process (Qualification based)

Request for Qualification Notification Date: June 26, 2007

Firms that were notified: All pre-qualified architect/engineer firms

Request for Qualification Due Date: July 11, 2007

Architect/Engineer firms that submitted RFQ packages:

Villaverde
CEA Group
Parkhill Smith and Cooper
HNTB
Huitt-Zollars
CSA
Frank Spencer
Dorado Engineering
AIA Engineers
ACHTO

Architect Engineer Selection Committee Members

Pat Aduato, Deputy City Manager
Daryl Cole, Director of Streets
Irene Ramirez, Assistant City Engineer, Engineering Department
Ted Marquez, Assistant City Engineer, Engineering Department
Javier Reyes, Engineering Division Manager

Date final ranking was submitted: July 27, 2007

Final Ranking of Firms

Firm	Rank	Outcome
Parkhill Smith and Cooper	1	Finalist
CEA	2	Not selected
CSA	3	Not selected
Frank Spencer	4	Not selected
DORADO	5	Not selected
HNTB	6	Not selected
Huitt-Zollars	7	Not selected
Villaverde	8	Not selected
AIA Engineers	9	Not selected
ACHTO	10	Not selected

Date firms were notified of results: July 31, 2007

Date firms were notified in writing of final selection: August 9, 2007 Selected firm
August 15, 2007 Not selected

SELECTION OF PROFESSIONAL SERVICES

PROJECT NAME: _____ **Concrete Intersections Improvements - Artcraft**

RATER: _____ **DATE:** _____

Firms: A=
 B=
 C=
 D=

1.	PERFORMANCE REVIEW OF THE PRIME (On previous projects)	A	B	C	D
	a. Are their designs typically completed on schedule? 5				
	b. Are their estimates usually reasonably close to actual bids. 10				
	c. Were their projects completed as designed with no change orders required due to errors & omissions? 10				

2.	SUBMITTAL BY THE PRIME	A	B	C	D
	a. Did the firm adequately explain their strategy to accomplish the scope of work? 10				
	b. Did the firm list at least one major issue that could affect the design of projects ? 10				
	c. Did the firm explain why the project manager is the best candidate and how they will address these issues? 10				
	d. Did the firm clearly explain their design approach? 9				
	e. Did the firm adequately prove the constructability of the their approach to the design of projects? 5				
	f. Did the firm completely detail how their competency and experience are pertinent? 20				
	g. Did the firm prove they have the ability to be immediately responsive to issues during design and construction? 8				
	h. DBE- Prime = 2 Subs = 1 Both = 3 Veteran = 1* 3 * See attached narrative				

TOTAL SCORE	100				
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