

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

DEPARTMENT: Engineering Department

AGENDA DATE: March 20, 2007

CONTACT PERSON/PHONE: Javier Reyes, P.E., 541-4630

DISTRICT(S) AFFECTED: 2

SUBJECT:

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **SITES SOUTHWEST, L.L.C.**, to perform professional services for a project known as **"OPEN SPACE ENHANCEMENTS – DISTRICT 2"** in an amount not to exceed **EIGHTY-FOUR THOUSAND ONE HUNDRED EIGHTY-EIGHT AND 50/100 DOLLARS (\$84,188.50)**. (District No. 2)

BACKGROUND / DISCUSSION:

The consultant shall prepare construction documents to improve the existing open spaces located at the Van Buren Dam located at the southeast intersection of Alabama Street and Harrison Street and the drainage areas located at Louisiana Street between Sacramento Street and Mobile Street and between Mobile Street and Nashville Street and the southeast intersection of Louisiana and Nashville. The improvements shall consist of (but not be limited to) tree plantings, installation of jogging path, bike trail, benches, trash receptacles, irrigation, and signage. The existing drainage area shall be maintained. If required to support the projects, the improvement shall include needed improvements of existing drainage areas such as clearing and grubbing, minimum grading, landscaping/xeriscaping, etc.

PRIOR COUNCIL ACTION:

City Council has not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

The account information is as follows:

Funding Source:	2004 Bond Issue
Project No.:	PBE04ST124C & PBE04ST124B
Department ID:	14200403
Fund No.:	29139
Class No:	31000
Account No:	508016

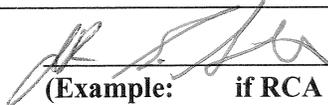
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BOARD / COMMISSION ACTION:

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 **SITES SOUTHWEST, L.L.C.**, to perform professional services for a project known as **“OPEN SPACE ENHANCEMENTS – DISTRICT 2”** in an amount not to exceed **EIGHTY-FOUR THOUSAND ONE HUNDRED EIGHTY-EIGHT AND 50/100 DOLLARS (\$84,188.50)**.

ADOPTED this _____ day of _____, 2007.

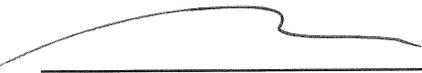
CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

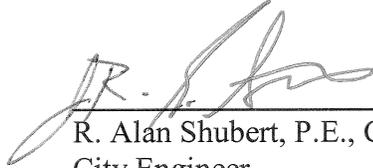
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:



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

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STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2007 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 **SITES SOUTHWEST, LLC**, a partnership registered in the state of Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as “**OPEN SPACE ENHANCEMENTS - DISTRICT 2**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Project 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 Certificates

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform professional services for the Project as professional consultant 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 In completion of such phases, the Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under the Design Phase of this Agreement. Such Guidelines are available in the Engineering Department.

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

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 **EIGHTY-FOUR THOUSAND ONE HUNDRED EIGHTY-EIGHT AND 50/100 DOLLARS (\$84,188.50)** 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 prior written amendment to this Agreement, the Consultant may perform such Additional Services as also enumerated within **Attachment "C."** 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 **SEVEN HUNDRED FORTY-SIX THOUSAND AND 00/100 DOLLARS (\$746,000.00)** 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 Owner from the Consultant 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 Owner from the Consultant 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 or materially altered, except after **thirty (30) consecutive calendar days** written notice of intent to cancel or materially alter 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.

6.2 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.

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.

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:
Sites Southwest, LLC**

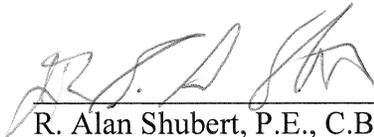

By: George Radnovich, ASLA
Title: Principal

APPROVED AS TO FORM:



Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgements on following page)

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ACKNOWLEDGEMENTS

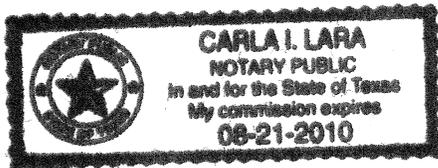
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2007,
by Joyce A. Wilson, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 22nd day of March, 2007,
by Tammy Bendele, Ph.D., as **Office Director** of **Sites Southwest, LLC**.



Carla I. Lara

Notary Public, State of Texas

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ATTACHMENT "A" PROJECT SCOPE

TITLE: Open Space Enhancements – District 2

LOCATIONS:

- 1. Van Buren Dam**, Southeast intersection of Alabama Street and Harrison Street (see attached map)
- 2. Drainage Areas at Louisiana Street** between Sacramento Street and Mobile Street; between Mobile Street and Nashville Street; and Southeast intersection of Louisiana and Nashville (see attached map)
El Paso, Texas

CONSTRUCTION BUDGET: **\$450,000 for Van Buren Dam**
 \$296,000 for Drainage Areas at Louisiana Street

GENERAL DESCRIPTION:

The consultant shall prepare construction documents to improve the existing open spaces located at the above-mentioned locations. The improvements shall consist of (but not be limited to) tree plantings, installation of jogging path, bike trail, benches, trash receptacles, irrigation, and signage. The existing drainage area shall be maintained. If required to support the projects, the improvement shall include needed improvements of existing drainage areas such as clearing and grubbing, minimum grading, landscaping/xeriscaping, etc. **Major drainage improvements to this projects are not part of this project. The consultant shall work with the existing conditions without proposing major improvements to the drainage system.**

OBJECTIVE:

The primary objective is to enhance and to provide sustainable open space areas that can be utilized by the community as recreational areas especially for the youth in the community and to reinforce the identity of the community in each neighborhood.

1.0 SERVICES REQUIRED:

1.1 Investigation:

All investigations that include but are not limited to geotechnical, utility coordination, land use & zoning, minor drainage, the need for new utility service lines and utility easements as deemed necessary by the Engineering Department in order to complete the design.

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1.2 Design:

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

1.3 Bidding & Construction:

During the bidding process, the consultant shall assist the Owner with but not limited to the following items: determine bid period and date, respond to questions from perspective bidders, attend a pre-bid conference, prepare addenda, evaluate bids, and provide recommendations concerning the acceptability of subcontractors.

During the construction phase, the consultant shall assist the Owner with but not limited to the following items: responding to questions from the contractor, providing advice and recommendation to the Owner, performing site visits, reviewing contractor submittals, reviewing applications for payment, publish "punch list", issuing a "Certificate of Substantial Completion", and producing a set of reproducible (24"X36") "as-built" plans.

1.4 Planning:

If applicable, the consultant shall assist the Owner in providing a schedule for obtaining utility easements and utility service lines.

1.5 Soils Investigation:

The consultant shall provide a subsurface soil investigation study for each project and should present the results of the study to the Owner for review.

1.6 Design Analysis:

The consultant 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 ADA Compliance and Requirements

The consultant 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 complete service for items listed on the scope of work.

1.8 Surveys

If applicable, the consultant shall provide metes and bounds descriptions and all topographic and horizontal surveys for this project.

1.9 Environmental Issues

If applicable, the consultant shall be responsible to coordinate design efforts with the City of El Paso consultant responsible for preparing environmental studies.

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

The consultant shall be responsible to comply with all local, state, and federal building codes. The consultant 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 consultant shall be responsible to obtain approval from the Development Services Department before the construction documents are submitted for bid advertisement. It shall be the responsibility of the consultant to follow up during the review and approval process with Development Services Department. The consultant shall not be responsible to pull the permit.

1.11 Storm Water Pollution Prevention Plan

The consultant shall prepare and provide storm water pollution prevention plan. The consultant shall be responsible for and knowledgeable of the storm water pollution prevention plan requirements.

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 the 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, on behalf of the City of El Paso, shall request that all utility companies 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 open space bid package the relocation of their utility lines provided that the utility company provides funding for 100% of the relocation costs. All correspondence and meeting minutes dealing with the utility companies 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 consultant shall be complete by or before the final design phase due date. The consultant shall submit all

07 MAR 21 PM 2:20 utility clearance letters from each of utility company by or before the project is advertised for bid.

1.13 Public Involvement

The consultant shall be sympathetic to affected residents and design shall reflect as much as possible minimal disturbance to their property. The consultant shall attend two community meetings to make a presentation of project and answer questions. The consultant shall participate as directed by the City in public design charettes (two per project) in order to get guidance from the neighborhoods on needed recreational activity in the area and on design ideas for the project. The charrettes will be coordinated by the City.

1.14 Traffic and Pedestrian Control Plan

The consultant shall not be responsible for the preparation of traffic and pedestrian control plans. If applicable, the construction contractor shall provide and produce traffic and pedestrian control plans. The consultant shall provide and produce a specification that shall specify general requirements for the traffic and pedestrian control plan. The traffic and pedestrian control plan shall comply with national, state, and local codes and require approval from the City of El Paso Engineering Traffic Division.

1.15 Construction Sequencing Plan

The consultant shall be responsible to prepare a construction-sequencing plan if required and submit it at all design phase submittals for review. If a sequencing plan is required, the owner will determine and approve the phase sequence.

1.16 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 preliminary 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. The consultant planned construction schedule shall ensure the time to complete construction is minimized. Any schedule impacts due to inclement weather, ambient temperature, and plan survivability, etc. shall be discussed.

2.0 PRODUCTS REQUIRED:

2.1 Drawings:

A. Schematic Design Phase:

The consultant shall present two schematics of the proposed improvements for review and approval by the owner after conducting a design charette to generate citizen/neighborhood input. Six copies of schematic phase will be submitted. The consultant shall participate as directed by the City in public design charettes (two per project) in order to get guidance from the neighborhoods on needed recreational activity in the area and on design ideas for the project. The charrettes will be coordinated by the City.

B. Preliminary Design:

Upon the completion preliminary design phase, the consultant shall submit ten (10) copies of the preliminary design documents and cost estimates for approval. If the Owner does not approve the preliminary design documents, the consultant shall furnish three (3) copies of the resubmitted design documents.

C. Final Design:

Upon the completion of final design phase, the consultant shall furnish to the Owner three (3) copies of final design documents, specifications, and design analysis for review. Upon the approval of the final design documents, the consultant 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 consultant shall not present any plan that does not come in at or below the construction budget. The consultant shall clearly identify those construction items that have the largest impact on project cost. The consultant's cost estimate shall include inflation factors based on the planned construction dates. The construction cost estimate shall be within ten percent (10%) of the proposed cost for the base bid submitted by the lowest responsible and responsive bidder. The consultant'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.

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2.5 Reproduction

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

2.6 Bidding

The consultant shall be responsible to answer all questions presented by bidders, attend pre-bid conference, evaluate bidders, provide bid analysis, provide bid recommendation, and be present during City Council meeting to answer questions about bid recommendation. The consultant shall be responsible to prepare bid addendums/amendments. The bid package will be submitted as a unit price low bid proposal.

2.7 Construction Observation Services

The following are some of the construction services required by the consultant: The consultant shall be present to answer questions at the pre-construction meeting. The consultant shall be responsible to review, reject and/or approve submittals and shop drawings. The consultant shall be responsible to provide written answers to requests for information (RFI's). The consultant shall be responsible to review change orders. The consultant shall perform site visits every month and provide written observation reports to the Owner. The consultant shall participate on the punch list walk thru. The consultant shall sign-off on construction closeout documents. The consultant will not provide inspection services. The consultant shall provide both hard copies and electronic format CDs of the as-built plans, which include specifications and all attachments within 30 days of the consultant signing-off on construction documents.

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 consultant shall be responsible to take meeting minutes during all design phase meetings. The consultant shall send all meeting minutes to all attendees for review and confirmation. All attendees shall have five working days to confirm minutes before they become final.
- 3.5 The consultant shall submit all prior redlines to the owner when plans are submitted.

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:

Schematic Design Phase:	30 days
Preliminary Design Phase:	45 days
Final Design Phase:	21 days

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ATTACHMENT "B"

February 9, 2007

Javier Reyes, PE, Engineering Program Manager
City of El Paso
2 Civic Center Plaza, 4th Floor
El Paso, Texas 79901

Re: Proposal for City of El Paso Open Space Enhancements
Louisiana Site and Van Buren Dam Site *Revised* Fee Proposal

Dear Mr. Reyes

We at Sites Southwest are very happy to provide the City of El Paso with this revised proposal for landscape architectural services for the two referenced open space projects. We are excited about working on the projects and happy we have been selected. The proposal is based on the comments that Patrick Gay received from the City of El Paso at the scoping meeting on September 22, 2006 and the discussion Tammy Bendele had with you on January 4, 2007. We have also used the Project Scope document as the basis for fees. The detailed breakdown of the fees is attached. Below are our assumptions in regards to our work efforts and scope items:

- The assumed total construction cost is \$746,000.00 (\$450,000.00 for the Van Buren Dam site; \$296,000.00 for the Louisiana site).
- Both projects (2 base bids) will be included as a single bid package. Bid Documents will include a unit price bid and contract.
- The project scope as provided by the City of El Paso will be adhered to in the performance of this project unless specified within this proposal letter to meet the City's budget.
- A drainage plan has not been included in the project scope for either site; it is assumed that historic drainage patterns will be maintained for the most part. If any major drainage or grading improvements are required to either site, a scope and fee additional services amendment will be required. However, we included CSA in the scope and fee for review, utility coordination and U.S. Army Corps coordination.
- It is assumed that any existing site utilities will be used and not replaced. No utility design or layout is included in the scope of work. Any utility redesign needed based upon the schematic design phase will constitute a change in scope and fees. However, all utility coordination and advanced (prior to pre-bid) plan approval will be provided as part of the scope of work. Some abandoned utilities may need to be removed as part of this project as well.
- A SWPPP plan will be required for this project. This will be provided by our team to the contractor at the pre-construction meeting.
- Army Corps of Engineers review and coordination will be required for the Van Buren Dam site only.
- Soils investigations and a report will be included in the project scope.
- Electrical services will be provided to accommodate irrigation and minimal lighting only.
- A topographic will be included in the project scope. Detail surveys will only include the areas affected by the design. Any land use or ownership issues identified will need to be addressed during initial phases of the project. No survey control of utility relocations is included in the Scope of Services.
- A Sequencing Plan and Schedule coordination will be required for the project.
- Sites Southwest is responsible to provide two sets of plans and coordinate a courtesy phase review for building permit with Development Services approval prior to bid. The Contractor will be responsible for pulling the building permit. The Engineering Department will provide the grading permit.
- Construction Phase services will include a monthly site visit or a construction coordination meeting. Assumed time frames for construction for both projects is six (6) months total. It is assumed that both project sites will be constructed simultaneously and that all construction meetings, field visits and other project coordination meetings will be conducted simultaneously



SITES SOUTHWEST, LLC.

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El Paso, TX 79902

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WEB: www.sites-sw.com

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Javier Reyes
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February 9, 2007

- or "piggy-backed". No time has been included for construction phase services on any major utility or grading and drainage work from the civil engineering sub-consultant.
- The drawing of existing conditions in the areas affected by the design will be the survey; no other drawings of existing conditions will be produced. No as-built survey work has been included in the consultant's scope. However, if you would like such we can add it to the Scope of Work.
 - One (1) public meeting per site will be conducted as part of the scope of work for the project. It is assumed that all public meeting notification and mailings will be the responsibility of the City of El Paso.
 - It is assumed that no environmental clearances will be required for the project sites.
 - All traffic and pedestrian control plans will be the responsibility of the Contractor. This will be noted on all plans.
 - It is assumed that there will be no civil engineer construction phase.

The project scope will include the following phases and tasks as noted in the project scope that the City of El Paso forwarded us: Schematic Design, Preliminary Design, Final Design, Bidding and Construction. It is critical to note that time frames indicated in the Project Scope for the design schedule work would not include initial time for survey and mapping, geotechnical investigations, agency or staff review periods, or public meeting periods. The schedule is very aggressive and we would like to discuss the possibility of relaxing it somewhat. Meetings and Reimbursable costs are also included in the estimate as line items. The person hours and fees presented on the attached spreadsheets reflect total fees per phase for both sites including the work of our sub-consultants, CSA engineers for civil-drainage engineering, SWPPP plan, and utility coordination, BPLW for electrical engineering, Robert Seipel and Associates for survey, AMEC for geotechnical engineering, and Eckhard Fenning for TDLR services. Below are our fees:

Fees:

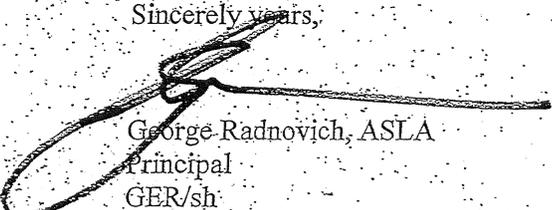
Sites Southwest:	\$50,362.50 (Design and Construction Phase Services)
Civil – Drainage Engineer:	\$13,311.00(CSA Engineers fees)
Geotechnical Engineer:	\$2,365.00 (AMEC fees)
Survey:	\$10,450.00 (Robert Seipel fees)
Electrical Engineer:	\$6,050.00 (BPLW fees)
TDLR Consultant:	\$1,650.00 (Eckhard Fenning fees)

Total Fees: \$84,188.50 plus any applicable state or local taxes.

If this fee remains too high, we could potentially use geotechnical information from other projects nearby saving the City of El Paso \$2,365.00. The City could also be responsible for all reproduction costs reducing the total fees another \$1,840.00.

This proposal is intended to provide you with all of the information that you have requested. Please review our proposal at your convenience. If you discover that we have left anything out or have misunderstood your intent please contact me as soon as possible to discuss it. If the proposal is acceptable, please send us a letter or contract to authorize Sites Southwest, LLC to proceed with the work. If you need further revision to scope and fees let us know and we would be happy to discuss it. Thank you for your continued interest in Sites Southwest, we look forward to beginning our work efforts.

Sincerely yours,



George Radnovich, ASLA
Principal
GER/sh

cc: Patrick Gay, SSW; Tammy Bendele, SSW

Landscape Architectural Scope of Services/Person Hours for COEP Open Space Enhancements

February 9, 2007

Prepared by: Sites Southwest

Task Description	Sites Southwest								SSW Total	JCSA Engineers	BETAM	AMEC	Robert Seipel	Richard Temme	GRANDE/ROTATI
	Principal		Landscape Architect Project Manager		CADD/Graphics Specialist 3		Administrative Assistant 3								
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate							
I Schematic Design Phase (30%)		\$175.00		\$90.00		\$65.00		\$55.00							
* Owner Consultation and Kick-off Meeting/Charrette (1)	3	\$525.00	3	\$270.00		\$0.00		\$0.00							
* Survey/Mapping		\$0.00	2	\$180.00		\$0.00		\$0.00					\$10,450.00		
* Geotechnical Investigations and Report		\$0.00	2	\$180.00		\$0.00		\$0.00			\$2,365.00				
* Site Investigation	2	\$350.00	4	\$360.00	4	\$260.00		\$0.00							
* Design Analysis	2	\$350.00	4	\$360.00	8	\$520.00		\$0.00							
* Development of Design Alternatives (design criteria, drawings, etc)	6	\$1,050.00	20	\$1,800.00	40	\$2,600.00	2	\$110.00		\$660.00					
* Engineering (civil) Data Collection		\$0.00	2	\$180.00		\$0.00		\$0.00		\$3,201.00					
* Outline Specifications		\$0.00	1	\$90.00		\$0.00	1	\$55.00							
* Cost Estimates		\$0.00	1	\$90.00	2	\$130.00	1	\$55.00							
* Reproduction (6 copies)		\$0.00		\$0.00		\$0.00	1	\$55.00	\$240.00						
II Preliminary Design Phase (65%)		\$2,275.00		\$3,420.00		\$3,510.00		\$2,750.00	\$9,310.00	\$3,661.00	\$0.00	\$2,365.00	\$10,450.00	\$0.00	\$26,486.00
* Construction Documents (drawings)	4	\$700.00	32	\$2,880.00	64	\$4,160.00	2	\$110.00							
* Engineering Review (civil)		\$0.00		\$0.00		\$0.00		\$0.00		\$660.00					
* Draft Specifications		\$0.00	3	\$270.00	6	\$390.00	4	\$220.00							
* Cost Estimate Update		\$0.00	3	\$270.00	6	\$390.00	4	\$220.00							
* Reproduction (10 copies)		\$0.00		\$0.00		\$0.00		\$0.00	\$400.00						
III Final Design Phase (90% & 100%)		\$3,000.00		\$3,420.00		\$4,940.00		\$550.00	\$10,010.00	\$3,660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,670.00
* Incorporate Owner Requested Changes to Plans	2	\$350.00	15	\$1,350.00	24	\$1,560.00	1	\$55.00							
* Construction Documents (drawings)	4	\$700.00	24	\$2,160.00	54	\$3,510.00	2	\$110.00							
* Final Specifications/Bid Documents		\$0.00	10	\$900.00	8	\$520.00	6	\$330.00							
* Cost Estimate Update	1	\$175.00	3	\$270.00	6	\$390.00	4	\$220.00							
* Construction Sequencing Plan		\$0.00	2	\$180.00	4	\$260.00	2	\$110.00							
* Building Permit Coordination		\$0.00	3	\$270.00	6	\$390.00		\$0.00							
* Engineering Review (civil)		\$0.00		\$0.00		\$0.00		\$0.00		\$770.00					
* Engineering (electrical)		\$0.00		\$0.00		\$0.00		\$0.00			\$6,050.00				
* SWPPP Plans		\$0.00	4	\$360.00		\$0.00		\$0.00		\$3,400.00					
* Reproduction (3 copies)		\$0.00		\$0.00		\$0.00		\$0.00	\$120.00						
* Reproduction (30 copies)		\$0.00		\$0.00		\$0.00		\$0.00	\$1,200.00						
* TDLR Review		\$0.00		\$0.00		\$0.00		\$0.00						\$990.00	
IV Bidding Phase		\$0.00		\$0.00		\$0.00		\$0.00							
* Assist Owner with Bid Date/Period		\$0.00	1	\$90.00		\$0.00	1	\$55.00							
* Respond to Prospective Bidders		\$0.00	2	\$180.00	4	\$260.00		\$0.00							
* Attend Pre-Bid Conference		\$0.00	3	\$270.00		\$0.00		\$0.00							
* Bid Tabulation		\$0.00	2	\$180.00		\$0.00	2	\$110.00							
* Civil & Electrical Engineering - Bidding Phase		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00					
* Coordinate Notice to Bidders		\$0.00	2	\$180.00		\$0.00	1	\$55.00							

Landscape Architectural Scope of Services/Person Hours for COEP Open Space Enhancements

February 9, 2007

Prepared by: Sites Southwest

Task Description	Sites Southwest								SSW Total	CSA Engineers	BPLW	AMEC	Robert Seipel	Eckard Penning	GRAND TOTAL
	Principal		Landscape Architect Project Manager		CADD/Graphics Specialist 3		Administrative Assistant 3								
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate							
V. Construction Phase		\$0.00		\$90.00		\$65.00		\$55.00							
* Attend Pre-Construction Conference		\$0.00	3	\$270.00		\$0.00		\$0.00							
* Monthly Site Visits (6 visits total)		\$0.00	6	\$540.00	18	\$1,170.00		\$0.00							
* Review Shop Drawings/RFIs		\$0.00	3	\$270.00	6	\$390.00	1	\$55.00							
* Review and Sign Change Orders		\$0.00	5	\$450.00	3	\$195.00		\$0.00							
* Review Applications for Payment		\$0.00	5	\$450.00	3	\$195.00		\$0.00							
* Conduct Final Inspection (Punch List)		\$0.00	4	\$360.00		\$0.00	1	\$55.00							
* Civil & Electrical Engineering - Construction Phase		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00					
* Certificate of Sub Completion		\$0.00	1	\$90.00		\$0.00	0.5	\$27.50							
* Verify Punch List		\$0.00	1	\$90.00	2	\$130.00		\$0.00							
* As-built drawings		\$0.00	3	\$270.00	8	\$520.00		\$0.00							
* Non-conforming Work Report		\$0.00	1	\$90.00	2	\$130.00	1	\$55.00							
* TDLR Inspection		\$0.00		\$0.00		\$0.00		\$0.00						\$660.00	
VI Community Input, Meetings, and Coordination		\$0.00		\$0.00		\$0.00		\$0.00						\$660.00	\$6,462.50
* Community Meetings (2, attendance only)	6	\$1,050.00	6	\$540.00		\$0.00		\$0.00		\$0.00					
* Community Meetings Coordination	0	\$0.00	4	\$360.00	4	\$260.00	2	\$110.00							
* Army Corps of Engineers Meetings and Coordination		\$0.00	4	\$360.00	2	\$130.00	1	\$55.00		\$1,320.00					
* Project Team Meetings (6)		\$0.00	12	\$1,080.00		\$0.00	3	\$165.00							
* Utility Layout and Coordination		\$0.00	2	\$180.00	3	\$195.00		\$0.00		\$3,300.00					
* Misc. Neighborhood Coordination	1	\$175.00	16	\$1,440.00	8	\$520.00	2	\$110.00							
* Reimbursables		\$0.00		\$0.00		\$0.00		\$0.00	\$500.00						
TOTAL ALL PHASES	31	\$5,425.00	22	\$20,430.00	299	\$19,435.00	48	\$2,612.50	\$5,250.00	\$4,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,850.00
TOTAL ALL PHASES	31	\$5,425.00	22	\$20,430.00	299	\$19,435.00	48	\$2,612.50	\$5,750.00	\$13,513.00	\$6,050.00	\$2,365.00	\$10,450.00	\$1,650.00	\$84,188.50

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

For the Project known as Open Space Enhancements-District 2, 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.

REPORT 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.

ATTACHMENT "C"
AGREEMENT FOR CONSULTING 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

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, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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 - FINAL DESIGN PHASE

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ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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:

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.

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.

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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.

PHASE IV - CONSTRUCTION PHASE

The Construction Phase, for each construction contract, shall commence with the award of the construction contract and shall terminate upon written approval of final payment by the Owner, except that this phase may be extended, if required, by agreement between the Consultant and the Owner. During the Construction Phase the Consultant shall:

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

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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.

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

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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.

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.
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.

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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.
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 **Open Space Enhancements-District 2**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **EIGHTY-FOUR THOUSAND ONE HUNDRED EIGHTY-EIGHT AND 50/100 DOLLARS (\$84,188.50)** 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>
Report Phase	30%	30%
Phase I	65%	65%
Phase II	87%	87%
Phase III	90%	90%
Phase IV	100%	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

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **six copies** of the Preliminary Study and Report shall be submitted within **thirty (30) consecutive calendar days** following 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 copies** of any required documents and opinion of probable construction costs shall be submitted within **forty-five (45) 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

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

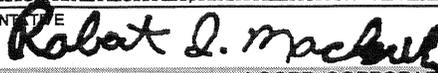
bidding purposes shall be submitted within **twenty-one (21) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **thirty copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **five (5) 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 **five (5) consecutive calendar days**.

PHASE IV—FINAL DOCUMENT PHASE

Submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 09/28/2006			
PRODUCER Brian O'Malley HUB International Southwest Agency P O Box 90756 87199 7770 Jefferson NE, Suite 101 Albuquerque, NM 87109 (505)828-4000 ... fax (505)828-0732		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
COMPANIES AFFORDING COVERAGE					
COMPANY A Hartford Insurance Group		COMPANY B V.O. Shrinnerer/CNA			
COMPANY C AIG National Insurance		COMPANY D			
INSURED Sites SW/Bohannon Huston Joint Venture 121 Tijeras NE, Suite 3100 Albuquerque, NM 87102					
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	34UUNTZ8743	08/01/2006	08/01/2007	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 300,000
					MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	34UENTZ8870	08/01/2006	08/01/2007	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	34XHUTZ8806	08/01/2006	08/01/2007	EACH OCCURRENCE \$ 2,000,000
					AGGREGATE \$ 2,000,000
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC1889298	08/01/2006	08/01/2007	WC STATUTORY LIMITS OTH-ER
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
B	OTHER Professional Liability Valuable Papers	AEA276198236	11/01/2005	11/01/2006	Occurrence \$2,000,000 Aggregate \$4,000,000 Deductible \$100,000 Limit \$500,000
		34UUNTZ8743	08/01/2006	08/01/2007	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS RE: City of El Paso Open Space Easements City of El Paso, its Owners, Officials, Servants, Agents, and Employees are Additional Insureds with respects to General Liability & Auto Liability.					
CERTIFICATE HOLDER			CANCELLATION		
City of El Paso 2 Civic Center Plaza El Paso, TX 79901-1196			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ^{10 days notice for non-payment} 10 days notice for non-payment BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO DEDUCTION OF LIABILITY ON ANY CLAIMS UNDER THE COMPANY'S AGENTS OR REPRESENTATIVES		
			AUTHORIZED REPRESENTATIVE 		
ACORD 25-S (1/95)			© ACORD CORPORATION 1988		

Summary

Project Name: Open Space Enhancements – District 2

District: 2

Scope of work

The consultant shall prepare construction documents to improve the existing open spaces located at the below-listed locations. The improvements shall consist of (but not be limited to) tree plantings, installation of jogging path, bike trail, benches, trash receptacles, irrigation, and signage. The existing drainage area shall be maintained. If required to support the projects, the improvement shall include needed improvements of existing drainage areas such as clearing and grubbing, minimum grading, landscaping/xeriscaping, etc. **Major drainage improvements to these projects are not part of this project. The consultant shall work with the existing conditions without proposing major improvements to the drainage system.**

1. Van Buren Dam, Southeast intersection of Alabama Street and Harrison Street
2. Drainage Areas at Louisiana Street between Sacramento Street and Mobile Street; between Mobile Street and Nashville Street; and Southeast intersection of Louisiana and Nashville

Department Requesting Service: District No. 2

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

Request for Qualification Notification Date: July 31, 2006

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

Request for Qualification Due Date: August 21, 2006

Architect/Engineer firms that submitted RFQ packages:

Dimensions Architects
Sites Southwest
Parkhill, Smith & Cooper, Inc.

Architect Engineer Selection Committee Members

Deborah Hamlyn, Deputy City Manager, Quality of Life
Rick Conner, City Engineer, Engineering Department
Javier Reyes, P.E., Engineering Division Manager, Engineering Department
Johanes Makahaube, P.E., Civil Engineer III, Street Department
Mario Cruz, P.E., Civil Engineer II, Engineering Department

Date final ranking was submitted: September 8, 2006

Final Ranking of Firms

Firm	Rank	Outcome
Sites Southwest	1	Finalist
Parkhill, Smith & Cooper, Inc.	2	Not selected
Dimensions Architects	3	Not selected

Date firms were notified in writing of final selection: September 8, 2006

SELECTION OF PROFESSIONAL SERVICES

PROJECT NAME: Open Space Enhancement

RATER: _____ DATE: _____

See narrative for directions for 1a, 1b, 1c and 2i.

1. PERFORMANCE REVIEW OF THE PRIME (ON PREVIOUS PROJECTS)		A	B	C
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 because of errors & omissions?	10			

2. SUBMITTAL BY THE PRIME		A	B	C
a. Has the firm adequately explained their strategy to accomplish the scope of work?	10			
b. Did the firm list at least three major issues that will affect the design of the project?	10			
c. Did the firm explain why the project manager is the best candidate to and how he/she will be 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 the project?	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?	6			
h. Was the firm responsive to the questions of the committee (where applicable)?	2			
i. DBE: Prime = 2 Subs = 1 Both = 3 Veteran=1* * See attached narrative	3			

TOTAL SCORE	100			
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SCORING NARRATIVE

Engineering staff will develop a score for all items in Section 1 and 2.i.. Before the presentation, this score will be discussed with all raters and a consensus score will be used by all.

- 1.a. If taken as a whole, the consultant has completed their previous assignments on time, they should be given a score of 4 or 5. If they have occasionally been late, they should receive a 2 or 3. If consistently late, they should receive a 0 to 1. The variables are how late and how often.
- 1.b. If taken as a whole, the consultant's estimates on their previous assignments were within five percent of the low bid, they should be given a score of 7 to 10. If they have been occasionally over five percent, they should receive a score of 3 to 6. If they are consistently significantly off target, they should receive a 0 to 2. The variables are how far off and how often.
- 1.c. If taken as a whole, the consultant's projects have not required any, or very few change orders **because** of their own design flaws (documented errors & omissions) on their previous assignments, they should be given a score of 7 to 10. If they have had few and/or small required change orders **because** of their own design flaws (documented errors & omissions), they should receive a score of 3 to 6. If they have consistently required change orders, or especially large change orders **because** of their own design flaws (documented errors & omissions), they should receive a 0 to 2. The variables are how many and how expensive.
- 2.a. If the consultant has clearly explained, in understandable terms, their strategy to accomplish the scope of work, and you consider it highly feasible, they should be given a score of 7 to 10. If they have not clearly explained their strategy, or if you feel it is not completely realistic, they should receive a score of 3 to 6. If they have given no understandable strategy or you feel it is completely unrealistic, they should receive a 0 to 2. The variables are how thorough, and how realistic.
- 2.b. The object here is not to simply list three issues, it is to list three significant issues that are insightful and unique to the project. If the consultant has clearly explained, in understandable terms, their three most critical issues and you consider them highly pertinent, critical, and unique, they should be given a score of 7 to 10. If they have not presented issues that are truly unique or critical, but have some merit, they should receive a score of 3 to 6. If they have given no real insights and have presented three issues that are common and mundane, they should receive a 0 to 2. The variables are how pertinent and how unique.
- 2.c. The object here is not to brag on how impressive the project manager is in general. Instead, if they have clearly explained in understandable terms how the project manager can bring special skills to this specific project and how he/she will specifically address the three significant issues presented in 2.b., they should be given a score of 7 to 10. If they have not presented pertinent

experience in detail (or it is not completely pertinent), or they have only partially explained how it is relevant to addressing the three issues, they should receive a score of 3 to 6. If they have given no real pertinent experience or not addressed the issues, they should receive a 0 to 2. The variables are how pertinent the project manager's experience is and how it will be used.

- 2.d. If the firm has clearly explained, in very understandable terms, the approach they will use to design the project, and you feel it is in fact a viable and creative approach, then they should be given a score of 6 to 9. If they have not presented the approach well, or you feel it is questionably realistic, they should receive a score of 3 to 5. If they have given no real plan, or the plan they have given cannot reasonably be executed, they should receive a 0 to 2. The variables are how competent their approach is and can it be implemented.
- 2.e. If the firm has clearly explained, in very understandable terms, the constructability of their design, and you feel it is in fact a viable and creative approach, then they should be given a score of 4 to 5. If they have not adequately proven the feasibility, they should receive a score of 2 to 3. If they have given no real proof, or the construction would be difficult at best, they should receive a 0 to 1. The variables are how competent is their design and can it be easily constructed.
- 2.f. Items 2.a., 2.d., and 2.e. above cover specific parts of the overall picture. In considering those items, and then taking into account your overall impression (sort of filling in the remaining gaps not covered by other specific questions), if you feel that they have clearly shown that they have the necessary, pertinent, and well developed skills and knowledge to provide an excellent product, then they should be given a score of 15 to 20. If they have not adequately proven themselves, they should receive a score of 7 to 14. If they have shown no real pertinent abilities or skills, they should receive a 0 to 6. The variables are how experienced they are and how competent they are in **regard to this project.**
- 2.g. If the firm can be available to discuss the project **on site**, within thirty minutes, then they should be given a score of 8. If they can be available on site within four hours, they should be given a 4. If they cannot consistently be on site within eight hours, they should be given a 1. The variable is how quickly they can make themselves available.
- 2.h. This score is open ended depending on how well you perceive that they have answered the questions succinctly, honestly, and accurately.
- 2.i. If the prime and any subconsultants are certified by a governmental agency as HUBs or DBEs (or some other appropriate minority and/or disadvantaged group), then you should give them a score of 3. If the prime meets the criteria and no subconsultants do, you should give them a score of 2. If the prime does not meet the criteria, but any subconsultants do, you should give them a score of 1. If the prime does not meet the criteria and none of the subconsultants do either, you should give them a score of 0. If the Prime's owner is an American Veteran, and no other points were awarded in this category, give a score of 1.

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