

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

DEPARTMENT: Engineering

AGENDA DATE: April 21, 2009

CONTACT PERSON/PHONE: R. Alan Shubert, P.E., City Engineer 541-4423

DISTRICT(S) AFFECTED: All Districts

SUBJECT:

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the **CITY OF EL PASO** and **WALTER P. MOORE AND ASSOCIATES, INC.** for a project known as **"VIDEO SURVEILLANCE AND COUNT STATIONS CM 2009 (243)"** for an amount not to exceed **FIVE HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED EIGHTY THREE AND 51/100 DOLLARS (\$527,183.51)** and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed **FIVE HUNDRED SEVENTY SEVEN THOUSAND ONE HUNDRED EIGHTY THREE AND 51/100 DOLLARS (\$577,183.51)**.

BACKGROUND / DISCUSSION:

The Engineering Department completed the Architect/Engineer Selection Process and selected Walter P. Moore and Associates, Inc. The scope of work includes engineering design services (plans, specifications and estimates) for installation of closed circuit television cameras, Dynamic Message Signs and Permanent Count Stations along alternate routes as defined in the existing Texas Department of Transportation Incident Management Plans.

PRIOR COUNCIL ACTION:

City Council approved a Local Project Advance Funding Agreement with the TXDOT on July 29, 2008 and 100 percent funding through TXDOT.

AMOUNT AND SOURCE OF FUNDING:

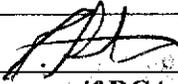
Funding is 100 percent TXDOT.

BOARD / COMMISSION ACTION:

Enter appropriate comments or 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: _____

A/E Selection Summary

TITLE: Video Surveillance and Count Stations

District: All

Scope of work

Phases I & II

Install CCTV Cameras, DMS and Permanent Count Stations at various locations:

The Engineer will prepare a complete PS&E for appropriate dynamic signing, CCTV cameras, and count stations along alternate routes as defined in the existing Texas Department of Transportation Incident Management Plans.

This project will integrate these and other field devices and subsystems into the City's Traffic Management network. The PS&E work may include fiber optics, wireless technologies, or a combination thereof. The PS&E will include all components necessary for a complete, operational and fully integrated network including signs, cameras, conduit, cabling, radios, antennas, encoders, enclosures, nodes, racks, modems, switches, patch panels, electrical power, ground boxes, communications channel assignments and terminations, integration into the City's Traffic Management network, and all other associated items.

Department Requesting Service: Streets/Engineering

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

Firms that were considered: All pre-qualified Traffic Engineering Firms

Architect/Engineer firms that submitted RFQ packages:

Firm was selected thru informal process

Final Selection:

Alan Shubert, P.E., City Engineer

Irene Ramirez, P.E., Assistant City Engineer

Ted Marquez, P.E., Assistant City Engineer

Samuel Rodriguez, P.E., Engineering Division Manager

Date Final ranking was submitted: March 18, 2009

Date firms were notified in writing of final selection: March 18, 2009

RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the **CITY OF EL PASO** and **WALTER P. MOORE AND ASSOCIATES, INC.** for a project known as “**VIDEO SURVEILLANCE AND COUNT STATIONS CM 2009 (243)**” for an amount not to exceed FIVE HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED EIGHTY THREE AND 51/100 DOLLARS (\$527,183.51) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed FIVE HUNDRED SEVENTY SEVEN THOUSAND ONE HUNDRED EIGHTY THREE AND 51/100 DOLLARS (\$577,183.51).

ADOPTED THIS _____ DAY OF _____ 2009.

APPROVED AS TO CONTENT:

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT



Mark Shoosmith
Assistant City Attorney



R. Alan Shubert, P.E.
City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**
(Agreements over \$100,000.00)

This Agreement is made this _____ day of _____, 2009 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Walter P. Moore and Associates Inc., a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as “**VIDEO SURVEILLANCE AND COUNT STATIONS CM 2009 (243)**,” 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

**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 FIVE HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED EIGHTY THREE AND 51/100 DOLLARS (\$527,183.51) for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by the City Engineer, prior to the performance of such services, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates **FOUR MILLION FIVE HUNDRED TWENTY SEVEN THOUSAND THREE HUNDRED FORTY AND 00/100 DOLLARS (\$4,527,340.00)** 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"**. **FOR REQUIREMENTS CONTRACTS ONLY: N/A** The term of this Agreement

shall be for a period not to exceed N/A **consecutive calendar days**, except as specifically noted herein.

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

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

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

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

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

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

5.1 INSURANCE. The Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

- a) **COMMERCIAL GENERAL LIABILITY**
 - Personal Injury or Death**
 - \$500,000.00 for one person or occurrence
 - \$1,000,000.00 for two or more persons or occurrences
 - Property Damage**
 - \$500,000.00 per occurrence
 - General Aggregate**
 - \$1,000,000.00

b) **AUTOMOBILE LIABILITY**

Combined Single Limit

\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

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

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

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

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

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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

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

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of 0% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT.

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the

Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

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.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require

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:

Quantum Engineering Consultants Inc.

By: 
Randy Schulze, P.E., PTOE, Principal

APPROVED AS TO FORM:


Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:


R. Alan Shubert, P.E.
City Engineer

(Acknowledgements on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2009,
by **Joyce A. Wilson**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

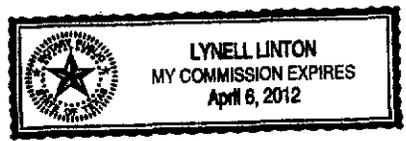
THE STATE OF TEXAS §
§
COUNTY OF EI PASO §

This instrument was acknowledged before me on this 15th day of April, 2009,
by **Randy Schulze, P.E., PTOE**, **Principal** of **Walter P. Moore and Associates, Inc.**

Lynell Linton
Notary Public, State of Texas

My commission expires:

4-6-12



ATTACHMENT A

PROJECT SCOPE

TITLE: Video Surveillance and Count Stations CM(243)

LOCATION: City Wide

CONSTRUCTION BUDGET: \$ 4,527,340

GENERAL DESCRIPTION/OBJECTIVE:

Phase I

Install CCTV Cameras at various locations: The Engineer will prepare a complete PS&E for appropriate CCTV cameras along alternate routes as defined in the existing Texas Department of Transportation Incident Management Plans.

This project will integrate these and other field devices and subsystems into the City's Traffic Management network. The PS&E work may include fiber optics, wireless technologies, or a combination thereof. The PS&E will include all components necessary for a complete, operational and fully integrated network including signs, cameras, conduit, cabling, radios, antennas, encoders, enclosures, nodes, racks, modems, switches, patch panels, electrical power, ground boxes, communications channel assignments and terminations, integration into the City's Traffic Management network, and all other associated items.

ATTACHMENT A

CCTV Cameras Locations:

CCTV			
Item	Location	Cross Street	Proposed
1	Sunset	Doniphan	1
2	Sunland	Doniphan	1
3	Resler	Redd	1
4	Airport	Founders	1
5	Airport	Leigh Fisher	1
6	Redd	Doniphan	1
7	Airway	Edgemere	1
8	Geronimo	Edgemere	1
9	Viscount	Airway	1
10	Hawkins	Viscount	1
11	Brentwood	Mesa	1
12	Sun Bowl	Mesa	1
13	Santa Fe	Paisano	1
14	Piedras	Paisano	1
15	Val Verde	Paisano	1
16	Missouri	Campbell	1
17	Resler	Helen of Troy	1
18	Resler	Black Ridge	1
Total Number of CCTV			18

Phase II

Install CCTV Cameras, DMS and Permanent Count Stations at various locations: The Engineer will prepare a complete PS&E for appropriate dynamic signing, CCTV cameras, and count stations along alternate routes as defined in the existing Texas Department of Transportation Incident Management Plans.

This project will integrate these and other field devices and subsystems into the City's Traffic Management network. The PS&E work may include fiber optics, wireless technologies, or a combination thereof. The PS&E will include all components necessary for a complete, operational and fully integrated network including signs, cameras, conduit, cabling, radios, antennas, encoders, enclosures, nodes, racks, modems, switches, patch panels, electrical power, ground boxes, communications channel assignments and terminations, integration into the City's Traffic Management network, and all other associated items.

ATTACHMENT A

CCTV Cameras Locations:

CCTV			
Item	Location	Cross Street	Proposed
1	Diana	Railroad	1
2	Railroad	Hondo Pass	1
3	Hondo Pass	Dyer	1
4	George Dieter	Pebble Hills	1
5	George Dieter	Montwood	1
6	George Dieter	Pellicano	1
Total Number of CCTV			6

DMS Locations:

DMS				
Item	Location	Cross Street	Direction	Proposed
1	Redd	Desert South	On Redd EB	1
2	Ramps	Sunland Park	On Sunland EB	1
3	Redd	Desert North	On Redd WB	1
4	Ramps	Executive Center	On Executive WB	1
5	Yarbrough	North Loop	On Yarbrough NB	1
6	Sunland	Doniphan	On Doniphan SB	1
7	Sunland	Doniphan	On Sunland WB	1
8	Resler	Redd	On Redd EB	1
9	Helen of Troy	Resler	On Resler NB	1
10	Franklin	Santa Fe	On Santa Fe NB	1
11	Airport	Airway	On Airway WB	1
12	Airport	Airway	On Airport SB	1
13	Hawkins	Viscount	On Viscount WB	1
14	Hawkins	Viscount	On Viscount EB	1
Total Number of DMS				14

ATTACHMENT A

Count Station Locations:

Count Stations			
Item	Location	Cross Street	Proposed
1	Redd	Doniphan	1
2	Sunland	Doniphan	1
3	Redd	Thorn	1
4	Resler	High Ridge	1
5	Resler	Redd	1
6	Resler	Helen of Troy	1
7	Airway	Airport	1
8	Airway	Boeing	1
9	Airway	Edgemere	1
10	Airway	Viscount	1
11	Santa Fe	Paisano	2
12	Hawkins	Phoenix	1
13	Hawkins	Market	1
14	Hawkins	Viscount	1
15	Hawkins	Edgemere	1
16	Viscount	Hawkins	2
17	Lee Trevino	Yermoland	1
18	Lee Trevino	Castner	1
19	Trowbridge	Montana	1
20	Raynor	Montana	1
Count Stations			
Item	Location	Cross Street	Proposed
21	Raynolds	Montana	1
22	Copia	Montana	1
23	Piedras	Alameda	1
24	Executive	Rio Bravo	1
25	George Dieter	Edgemere	2
26	George Dieter	Pebble Hills	2
27	George Dieter	Montwood	2
28	George Dieter	Vista Del Sol	2
29	George Dieter	Pellicano	2
30	George Dieter	Rojas	2
31	George Dieter	Trawood	2
32	Railroad	Diana	2
33	Railroad	Hondo Pass	2
34	Hondo Pass	Dyer	2
Total Number of Count Stations			46

ATTACHMENT A

1.0 **SERVICES REQUIRED:**

1.1 **Investigation:**

The consultant shall investigate the existing fiber network and account for it during the design of the project.

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.

The consultant shall comply with the City of El Paso Subdivision Improvement Design Standards, Grading Ordinance and TXDOT requirements.

1.3 **Bidding & Construction:**

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

During the construction phase, the designer shall assist the Owner, on a time and materials basis, with but not limited to the following items: responding to all questions from the contractor, providing advice and recommendation to the Owner, performing site visits, reviewing contractor submittals, and producing a set of reproducible (24"X36") "as-built".

1.4 **Planning:**

The consultant will work with City to identify utility connection requirements and coordinate the design to the available service locations.

1.5 **Soils Investigation:**

Not required for this contract.

1.6 **Design Analysis:**

All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

1.7 **ADA Compliance and Requirements**

Not required for this contract.

1.8 **Surveys**

Not required for this contract.

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1.9 Environmental Issues

If required the City of El Paso will employ an independent consultant to perform an environmental study. The designer shall not be responsible to provide asbestos, lead, mold, and other environmental surveys and/or studies. As Additional Services, the designer shall be responsible to coordinate design efforts with the City of El Paso consultant responsible to prepare environmental studies.

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

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

1.11 Storm Water Pollution Prevention Plan

Not required for the contract.

1.12 Utility Services

The consultant shall complete all design and coordination efforts with utility companies for services required for the improvements. The Consultant shall keep the city apprised of the progress for each of the services.

1.13 Utility Coordination

The consultant shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The consultant shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the consultant and utility companies the need and extent of relocation shall be determined. If a dispute arises the consultant shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The consultant in behalf of the City of El Paso shall request from

ATTACHMENT A

all utility companies that they relocate all lines that conflict with new improvements. The consultant shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date. The consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

1.14 Public Involvement

Not required for this project.

1.15 Traffic and Pedestrian Control Plan

The consultant shall be responsible to prepare traffic and pedestrian control plans for City owned right of way. 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. A requirement shall be that traffic and pedestrian control plan shall comply with national, state, and local codes and approval from City of El Paso Engineering Traffic Division is required.

1.16 Construction Sequencing Plan

The consultant shall be responsible to prepare a construction sequencing plan and submit it at all design phase submittals for review.

1.17 Construction Schedule

The consultant shall meet with City of El Paso Project Manager and Construction Manager to determine construction schedule for each phase, order of work, and which phases will be done concurrently. The meeting shall be held after pre-final plans are submitted but before Final Design Notice to proceed is issued. The information will allow consultant to prepare a current market cost estimate at the final design phase submittal.

2.0 PRODUCTS REQUIRED:

2.1 Drawings/Reports:

A. Preliminary Design:

Upon the completion preliminary design phase, the designer shall submit ten (10) copies of the preliminary design documents and cost estimates for approval. This requirement takes precedence over Attachment B, Section 4.6.

ATTACHMENT A

B. Pre-Final Design:

Upon the completion of pre-final design phase, the designer shall submit ten (10) copies of the pre-final design phase documents. Additionally, the designer should submit three (3) copies of the Specifications and three (3) copies of the design analysis.

C. Final Design:

Upon the completion of final design phase, the designer shall furnish to the Owner ten (10) copies of final design documents and specifications for review. After the review, the designer shall submit to the Owner three (3) copies for the final revised design documents and specifications for final check. Upon the approval of the final design documents, the designer should furnish the Owner ten (10) 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. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats.

2.3 Cost Estimates:

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

2.4 Design Analysis:

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

2.5 Reproduction

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

2.6 Bidding

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

ATTACHMENT A

questions about bid recommendation. The designer shall be responsible to prepare bid addendums.

2.7 Construction Observation Services

These services will be procured and rendered on a time and materials basis. The following are some of the construction services that may be required by the designer: The designer shall be present to answer questions at the pre-construction meeting. The designer shall be responsible to review, reject and/or approve submittals and shop drawings. The designer shall be responsible to provide written answers to requests for information (RFI's). The designer shall be responsible to review change orders. The designer shall perform site visits and provide written observation reports to the Owner. The designer shall participate on the punch list walk thru. The designer will not provide inspection or Construction Management services. Any other construction services beyond what is stipulated in this section and are included in Attachment C the consultant and the City agree are services not included in the scope of work of this contract and would be deemed additional services. The designer shall provide both hard copies and electronic format CDs of the as-built plans, which include specifications and all attachments.

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 Design must comply with all El Paso Aesthetics Master Plan.
- 3.5 Design must comply with the TXDOT ITS Standards.

4.0 OTHER CONSIDERATIONS:

- 4.1 Work to be coordinated with the Engineering Department and TXDOT

5.0 PROJECT SCHEDULE:

Phase I:

Preliminary Design	30 CALENDAR DAYS
Pre-final Phase	15 Calendar Days
Final Phase	10 Calendar Days

Phase II:

ATTACHMENT A

Preliminary Design	60 CALENDAR DAYS
Pre-final Phase	45 Calendar Days
Final Phase	45 Calendar Days

ATTACHMENT B

WALTER P MOORE

April 9, 2009

Mr. Sam Rodriguez, P.E.
Engineering Division Manager
2 Civic Center Plaza, Fourth Floor
El Paso, Texas 79901

Re: Proposal for Video Surveillance and Count Stations, CM 2009(243)
El Paso, Texas

Dear Mr. Rodriguez:

This letter and enclosures are in response to your request for a proposal for Phase I and Phase II of the Video Surveillance and Count Stations Project. Included is our fee proposal that includes subtasks and associated hours and our understanding of the project scope.

We propose to complete this project for an estimated fee of \$527,184.00. This amount includes the expense costs such as local mileage, reproduction, miscellaneous, etc.

Please contact me if there are questions related to the letter. I am looking forward to providing these services to the City.

Sincerely,

WALTER P. MOORE AND ASSOCIATES, INC.



Lourdes Cardenas, P.E.
Managing Director, El Paso Traffic/ITS Engineering Services

ATTACHMENT B

FEE PROPOSAL

CSJ 0924-06-239
Phase I

TASK No.	TASK DESCRIPTION	Team Director	Senior Engineer	Graduate Engineer	CADD Tech	Admin. Asst.	TOTAL
1	Project Initiation						
1.1	Kick-off Meeting	4	4	2	0	0	16
1.2	QA/QC Plan	4	0	0	0	0	4
1.3	Documentation	10	4	5	0	0	19
1.4	Schedule	1	4	2	0	0	7
2	Preliminary Engineering Report						
2.1	Parameters and Constraints	2	2	0	0	0	4
2.2	Develop Design Concept	2	12	4	4	0	22
2.3	Preliminary Cost Estimate	0	2	6	0	0	8
2.4	Conceptual Design Review Meeting	2	4	0	0	0	6
3	Data Collection						
3.1	Information Review	10	10	10	0	0	36
3.2	Assemble CADD Files	0	0	10	60	0	70
3.3	Field Site Reviews	2	12	40	0	0	54
4	50% Design Package						
4.1	Meet with Agencies/Utilities	4	10	40	0	0	54
4.2	Conduct Walk Through	12	12	4	0	0	28
4.3	Establish Design Parameters	12	12	6	0	0	30
4.4	Develop Functional Design	12	18	4	0	0	34
4.5	Preliminary Plan Layouts	10	40	40	80	8	178
4.6	50% Design Package	16	60	60	110	8	254
4.7	50% Design Review Meeting	4	4	1	0	0	9
	Project Management	10	0	6	0	13	29
	Manhours	117	214	240	254	21	846
	Contract Rates	\$ 140.45	\$ 132.40	\$ 84.85	\$ 80.03	\$ 45.29	
	Direct Labor	\$ 16,432.05	\$ 28,333.60	\$ 20,364.00	\$ 20,327.82	\$ 951.09	\$ 86,408.56
	Reimbursable Expenses						\$ 657.00
	TOTAL (Labor + Expenses)	\$ 16,432.05	\$ 28,333.60	\$ 20,364.00	\$ 20,327.82	\$ 951.09	\$ 87,665.56
5	90% Design Package						
5.1	Layouts and Details	6	16	40	32	0	94
5.2	System Diagrams	16	24	16	20	0	76
5.3	Standard Details	2	2	4	8	0	16
5.4	Traffic Control Plan	2	4	16	20	0	42
5.5	Draft Cost Estimate	4	4	4	0	0	12
5.6	90% Design Package	10	30	40	50	8	138
5.7	90% Design Review Meeting	4	4	1	0	0	9
	Project Management	8	0	7	0	13	28
	Manhours	53	84	128	130	21	416
	Contract Rates	\$ 140.45	\$ 132.40	\$ 84.85	\$ 80.03	\$ 45.29	
	Direct Labor	\$ 7,443.85	\$ 11,121.60	\$ 10,860.80	\$ 10,403.90	\$ 951.09	\$ 40,761.24
	Reimbursable Expenses						\$ 857.00
	TOTAL (Labor + Expenses)	\$ 7,443.85	\$ 11,121.60	\$ 10,860.80	\$ 10,403.90	\$ 951.09	\$ 41,438.24
6	100% Design Package						
6.1	Final Layouts and Details	3	10	16	20	0	49
6.2	Standard Drawings	0	2	8	10	0	20
6.3	Quantity Take-Offs	2	6	6	0	0	14
6.4	Specs, Provisions, Notes	10	10	4	0	0	24
6.5	Engineers Estimate	2	4	4	0	0	10
6.6	Finalize Specifications	8	6	4	0	0	18
6.7	100% Design Package	8	20	20	30	8	86
	Project Management	8	0	7	0	14	30
	Manhours	42	60	69	60	22	253
	Contract Rates	\$ 140.45	\$ 132.40	\$ 84.85	\$ 80.03	\$ 45.29	
	Direct Labor	\$ 5,898.90	\$ 7,944.00	\$ 5,854.65	\$ 4,801.80	\$ 996.38	\$ 25,495.73
	Reimbursable Expenses						\$ 857.00
	TOTAL (Labor + Expenses)	\$ 5,898.90	\$ 7,944.00	\$ 5,854.65	\$ 4,801.80	\$ 996.38	\$ 26,152.73
7	Bid Phase Services						
7.1	Bid Phase Services	20	20	20	0	0	60
	Manhours	20	20	20	0	0	60
	Contract Rates	\$ 140.45	\$ 132.40	\$ 84.85	\$ 80.03	\$ 45.29	
	Direct Labor	\$ 2,809.00	\$ 2,648.00	\$ 1,697.00	\$ 0	\$ 0	\$ 7,154.00
	Reimbursable Expenses						
	TOTAL (Labor + Expenses)	\$ 2,809.00	\$ 2,648.00	\$ 1,697.00	\$ 0	\$ 0	\$ 7,154.00
8	Construction Phase Services						
8.1	Construction Phase Services	30	50	50	20	0	150
	Manhours	30	50	50	20	0	150
	Contract Rates	\$ 140.45	\$ 132.40	\$ 84.85	\$ 80.03	\$ 45.29	
	Direct Labor	\$ 4,213.50	\$ 6,620.00	\$ 4,242.50	\$ 1,600.60	\$ 0	\$ 16,676.60
	Reimbursable Expenses						
	TOTAL (Labor + Expenses)	\$ 4,213.50	\$ 6,620.00	\$ 4,242.50	\$ 1,600.60	\$ 0	\$ 16,676.60
9	Project Management						
9.1	Progress Reports	0	0	0	0	0	0
9.2	Invoices	0	0	0	0	0	0
	Manhours	0	0	0	0	0	0
	Contract Rates	\$ 140.45	\$ 132.40	\$ 84.85	\$ 80.03	\$ 45.29	
	Direct Labor	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	Reimbursable Expenses						
	TOTAL (Labor + Expenses)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	GRAND TOTAL (Labor + Expenses)						\$ 178,487.53

Expenses*	Unit	Rate	Qty	Cost
Milage	Each	\$ 0.550	400	\$ 220.00
Reproduction	At Cost	\$ 500.00	3	\$ 1,500.00
Delivery	Each	\$ 25.00	5	\$ 125.00
Miscellaneous	At Cost (Parking, Photos, etc.)	\$ 50.00	5	\$ 250.00
			Total	\$ 1,975.00

ATTACHMENT B

FEE PROPOSAL

CSJ 0924-06-739
Phase B

TASK NO.	TASK DESCRIPTION	Team Director	Senior Engineer	Graduate Engineer	CADD Tech	Admin. Asst.	TOTAL
1	Project Initiation						
1.1	Kick-off Meeting	8	8	4	0	0	20
1.2	QA/QC Plan	24	24	24	0	0	72
1.3	Documentation	20	8	10	0	0	38
1.4	Schedule	2	8	4	0	0	14
2	Preliminary Engineering Report						
2.1	Parameters and Constraints	4	4	0	0	0	8
2.2	Develop Design Concept	4	24	8	8	0	44
2.3	Preliminary Cost Estimate	0	4	12	0	0	16
2.4	Conceptual Design Review Meeting	4	8	0	0	0	12
3	Data Collection						
3.1	Information Review	20	32	20	0	0	72
3.2	Assemble CADD Files	0	0	20	120	0	140
3.3	Field Site Reviews	8	32	100	0	0	140
4	50% Design Package						
4.1	Meet with Agencies/Utilities	8	40	80	0	0	128
4.2	Conduct Walk Through	24	24	8	0	0	56
4.3	Establish Design Parameters	24	24	12	0	0	60
4.4	Develop Functional Design	24	40	20	0	0	84
4.5	Preliminary Plan Layouts	20	80	80	160	0	340
4.6	50% Design Package	32	80	80	160	8	360
4.7	50% Design Review Meeting	8	8	2	0	13	31
	Project Management	13	0	10	0	0	23
	Manhours	247	448	484	448	21	1658
	Contract Rates	\$ 140.45	\$ 132.40	\$ 84.85	\$ 80.03	\$ 45.29	
	Direct Labor	\$ 34,691.15	\$ 59,315.20	\$ 41,015.90	\$ 35,853.44	\$ 951.09	\$ 172,126.78
	Reimbursable Expenses						\$ 110.00
	TOTAL (Labor + Expenses)	\$ 34,691.15	\$ 59,315.20	\$ 41,015.90	\$ 35,853.44	\$ 951.09	\$ 173,436.78
5	90% Design Package						
5.1	Layouts and Details	12	32	40	32	0	116
5.2	System Diagrams	10	32	32	40	0	114
5.3	Standard Details	4	32	32	20	0	88
5.4	Traffic Control Plan	20	8	32	40	0	100
5.5	Draft Cost Estimate	8	8	8	0	0	24
5.6	90% Design Package	40	60	60	100	8	268
5.7	90% Design Review Meeting	8	8	2	0	18	36
	Project Management	13	0	10	0	13	36
	Manhours	115	180	248	232	21	794
	Contract Rates	\$ 140.45	\$ 132.40	\$ 84.85	\$ 80.03	\$ 45.29	
	Direct Labor	\$ 16,151.78	\$ 23,832.00	\$ 20,873.10	\$ 18,568.96	\$ 951.09	\$ 80,374.93
	Reimbursable Expenses						\$ 710.00
	TOTAL (Labor + Expenses)	\$ 16,151.78	\$ 23,832.00	\$ 20,873.10	\$ 18,568.96	\$ 951.09	\$ 81,084.93
6	100% Design Package						
6.1	Final Layouts and Details	6	20	32	40	0	98
6.2	Standard Drawings	0	4	16	20	0	40
6.3	Quantity Take-Offs	4	12	12	0	0	28
6.4	Specs, Provisions, Notes	20	8	16	0	0	44
6.5	Engineer's Estimate	4	8	8	0	0	20
6.6	Finalize Specifications	16	16	8	0	0	40
6.7	100% Design Package	16	40	40	60	6	164
	Project Management	12	0	10	0	14	36
	Manhours	78	140	142	120	22	502
	Contract Rates	\$ 140.45	\$ 132.40	\$ 84.85	\$ 80.03	\$ 45.29	
	Direct Labor	\$ 10,955.10	\$ 18,538.00	\$ 12,048.70	\$ 9,603.60	\$ 995.38	\$ 52,139.78
	Reimbursable Expenses						\$ 710.00
	TOTAL (Labor + Expenses)	\$ 10,955.10	\$ 18,538.00	\$ 12,048.70	\$ 9,603.60	\$ 995.38	\$ 52,849.78
7	Bid Phase Services						
7.1	Bid Phase Services	24	40	40	24	0	128
	Manhours	24	40	40	24	0	128
	Contract Rates	\$ 140.45	\$ 132.40	\$ 84.85	\$ 80.03	\$ 45.29	
	Direct Labor	\$ 3,370.80	\$ 5,296.00	\$ 3,394.00	\$ 1,920.72	\$	\$ 13,981.52
	Reimbursable Expenses						\$
	TOTAL (Labor + Expenses)	\$ 3,370.80	\$ 5,296.00	\$ 3,394.00	\$ 1,920.72	\$	\$ 13,981.52
8	Construction Phase Services						
8.1	Construction Phase Services	40	100	100	0	0	240
	Manhours	40	100	100	0	0	240
	Contract Rates	\$ 140.45	\$ 132.40	\$ 84.85	\$ 80.03	\$ 45.29	
	Direct Labor	\$ 5,618.00	\$ 13,240.00	\$ 8,485.00	\$	\$	\$ 27,343.00
	Reimbursable Expenses						\$
	TOTAL (Labor + Expenses)	\$ 5,618.00	\$ 13,240.00	\$ 8,485.00	\$	\$	\$ 27,343.00
9	Project Management						
9.1	Progress Reports	0	0	0	0	0	0
9.2	Services	0	0	0	0	0	0
	Manhours	0	0	0	0	0	0
	Contract Rates	\$ 140.45	\$ 132.40	\$ 84.85	\$ 80.03	\$ 45.29	
	Direct Labor	\$	\$	\$	\$	\$	\$
	Reimbursable Expenses						\$
	TOTAL (Labor + Expenses)	\$	\$	\$	\$	\$	\$
	GRAND TOTAL (Labor + Expenses)						\$ 348,696.98

Expense	Unit	Rate	Qty	Cost
Message	Each	\$ 0.550	600	\$ 330.00
Reproduction	At Cost	\$ 500.00	3	\$ 1,500.00
Copy	Each	\$ 25.00	6	\$ 150.00
Miscellaneous	(Cost (Parking, Photos, etc.)	\$ 50.00	6	\$ 300.00
	Total			\$ 2,130.00

CITY OF EL PASO
 CONTRACT WBS No.
 PHASE I AND PHASE II
 ALTERNATE ROUTES VARIOUS ROADWAYS
 Walter P. Moore Inc.

Projects		Engineering and Direct Expenses	Percent of Fee
Phase I			
Preliminary Design	30 Calendar Days	\$ 87,066.00	
Pre-final Phase	15 Calendar Days	\$ 41,438.00	
Final Phase	10 Calendar Days	\$ 26,153.00	
BIDDING PHASE		\$ 7,154.00	
CONSTRUCTION PHASE		\$ 16,677.00	
TOTAL FEE =		\$ 178,488.00	34%
Phase II			
Preliminary Design	60 Calendar Days	\$ 173,434.00	
Pre-final Phase	45 Calendar Days	\$ 81,085.00	
Final Phase	45 Calendar Days	\$ 52,450.00	
BIDDING PHASE		\$ 13,982.00	
CONSTRUCTION PHASE		\$ 27,344.00	
TOTAL FEE =		\$ 348,695.00	68%

Total Fee = \$ 527,183.98

ATTACHMENT B

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE CITY

County/City: **El Paso**
Highway(s): **Various**
Project: **Video Surveillance and Count Station**
Limits: **Various**

The City of El Paso (City) will furnish the following items to the Engineer:

- A. The City's authorized representatives for this work authorization is Daniel Flores, 915-541-4053.
- B. The City will provide the Engineer with all available project-related data such as previous studies, current electronic planimetric files, relevant traffic management system as-builts and schematics, go-by and example plan sets, and any other useful background information.
- C. The City will provide assistance, as necessary, in order for the Engineer to obtain required data from the City and others.
- D. The City will provide two-week reviews and processing of Engineer-prepared 50%, 90% and 100% plan submittals as outlined in Exhibit C – Project Schedule in order to meet project deadline.
- E. The City will make timely decisions and review work to permit the Engineer to maintain mutually agreed upon project schedule.
- F. The City will provide technical and administrative standards and procedures.

EXHIBIT "B"
SERVICES TO BE PROVIDED BY THE ENGINEER

County/City: **El Paso**
Highway(s): **Various**
Project: **Video Surveillance and Count Station**
Limits: **Various**

SCOPE OF SERVICES

This document describes the scope of work for developing a labor-hour cost estimate for the development of Plans, Specifications, and Estimate (PS&E) for installing and integrating, along several roadways, an incident management system on various City streets. The scope of work and associated fees are based on the following items:

1. The City of El Paso will provide Walter P. Moore with all the base mapping showing all existing communications systems and available project data.
2. Walter P. Moore shall design and prepare complete plans, specifications and estimate on this project for all items as identified herein.
3. All design work shall be done in English units system. All City standard detail drawings required for this project will be in English units. Walter P. Moore shall select and furnish all City standards required for this project.
4. Walter P. Moore shall perform and submit all work on this project in Intergraph CADD drawings in a leveled, AutoCad format consistent with the City's CADD standards.
5. All design work shall be in accordance, when applicable, to the appropriate City of El Paso and Texas Department of Transportation Standards and Specifications.

GENERAL DESCRIPTION**Phase I**

Install CCTV Cameras at various locations: The Engineer will prepare a complete PS&E for appropriate CCTV cameras along alternate routes as defined in the existing Texas Department of Transportation Incident Management Plans.

This project will integrate these and other field devices and subsystems into the City's Traffic Management network. The PS&E work may include fiber optics, wireless technologies, or a combination thereof. The PS&E will include all components necessary for a complete, operational and fully integrated network including signs, cameras, conduit, cabling, radios, antennas, encoders, enclosures, nodes, racks, modems, switches, patch panels, electrical power, ground boxes, communications channel assignments and terminations, integration into the City's Traffic Management network, and all other associated items.

ATTACHMENT B

Contract No. CSJ 0924-06-239

CCTV Cameras Locations:

CCTV			
Item	Location	Cross Street	Proposed
1	Sunset	Doniphan	1
2	Sunland	Doniphan	1
3	Resler	Redd	1
4	Airport	Founders	1
5	Airport	Leigh Fisher	1
6	Redd	Doniphan	1
7	Airway	Edgemere	1
8	Geronimo	Edgemere	1
9	Viscount	Airway	1
10	Hawkins	Viscount	1
11	Brentwood	Mesa	1
12	Sun Bowl	Mesa	1
13	Santa Fe	Paisano	1
14	Piedras	Paisano	1
15	Val Verde	Paisano	1
16	Missouri	Campbell	1
17	Resler	Helen of Troy	1
18	Resler	Black Ridge	1
Total Number of CCTV			18

Phase II

Install CCTV Cameras, DMS and Permanent Count Stations at various locations: The Engineer will prepare a complete PS&E for appropriate dynamic signing, CCTV cameras, and count stations along alternate routes as defined in the existing Texas Department of Transportation Incident Management Plans.

This project will integrate these and other field devices and subsystems into the City's Traffic Management network. The PS&E work may include fiber optics, wireless technologies, or a combination thereof. The PS&E will include all components necessary for a complete, operational and fully integrated network including signs, cameras, conduit, cabling, radios, antennas, encoders, enclosures, nodes, racks, modems, switches, patch panels, electrical power, ground boxes, communications channel assignments and terminations, integration into the City's Traffic Management network, and all other associated items.

CCTV Cameras Locations:

CCTV			
Item	Location	Cross Street	Proposed
1	Diana	Railroad	1
2	Railroad	Hondo Pass	1
3	Hondo Pass	Dyer	1
4	George Dieter	Pebble Hills	1
5	George Dieter	Montwood	1
6	George Dieter	Pellicano	1
Total Number of CCTV			6

DMS Locations:

DMS				
Item	Location	Cross Street	Direction	Proposed
1	Redd	Desert South	On Redd EB	1
2	Ramps	Sunland Park	On Sunland EB	1
3	Redd	Desert North	On Redd WB	1
4	Ramps	Executive Center	On Executive WB	1
5	Yarbrough	North Loop	On Yarbrough NB	1
6	Sunland	Doniphan	On Doniphan SB	1
7	Sunland	Doniphan	On Sunland WB	1
8	Resler	Redd	On Redd EB	1
9	Helen of Troy	Resler	On Resler NB	1
10	Franklin	Santa Fe	On Santa Fe NB	1
11	Airport	Airway	On Airway WB	1
12	Airport	Airway	On Airport SB	1
13	Hawkins	Viscount	On Viscount WB	1
14	Hawkins	Viscount	On Viscount EB	1
Total Number of DMS				14

Count Station Locations:

Count Stations			
Item	Location	Cross Street	Proposed
1	Redd	Doniphan	1
2	Sunland	Doniphan	1
3	Redd	Thorn	1
4	Resler	High Ridge	1
5	Resler	Redd	1
6	Resler	Helen of Troy	1
7	Airway	Airport	1
8	Airway	Boeing	1
9	Airway	Edgemere	1
10	Airway	Viscount	1
11	Santa Fe	Paisano	2
12	Hawkins	Phoenix	1
13	Hawkins	Market	1
14	Hawkins	Viscount	1
15	Hawkins	Edgemere	1
16	Viscount	Hawkins	2
17	Lee Trevino	Yermoland	1
18	Lee Trevino	Castner	1
19	Trowbridge	Montana	1
20	Raynor	Montana	1

ATTACHMENT B

Contract No. CSJ 0924-06-239

Count Stations			
Item	Location	Cross Street	Proposed
21	Raynolds	Montana	1
22	Copia	Montana	1
23	Piedras	Alameda	1
24	Executive	Rio Bravo	1
25	George Dieter	Edgemere	2
26	George Dieter	Pebble Hills	2
27	George Dieter	Montwood	2
28	George Dieter	Vista Del Sol	2
29	George Dieter	Pellicano	2
30	George Dieter	Rojas	2
31	George Dieter	Trawood	2
32	Railroad	Diana	2
33	Railroad	Hondo Pass	2
34	Hondo Pass	Dyer	2
Total Number of Count Stations			46

GENERAL SCOPE OF WORK**1. Project Initiation**

- 1.1 Preliminary Concept/Kick-Off Meeting – The Engineer shall meet with the City's project team to discuss project background, available technical information, scope, schedule, milestones, design standards, project approach, QA/QC, and data collection requirements and resources. The Engineer shall record and distribute meeting minutes.
- 1.2 QA/QC Plan – The Engineer shall develop a Quality Control Plan and submit to the City for approval. The Plan shall identify procedures the Engineer shall follow for quality control of all deliverables.
- 1.3 Documentation – The Engineer shall identify the method of maintaining project design files in an organized format and submitting these files to the City at the completion of the project, in both hardcopy and electronic format.
- 1.4 Project Schedule – The Engineer shall develop a schedule and maintain this schedule throughout the project. The Engineer shall provide an updated schedule monthly.

2. Preliminary Engineering Report

- 2.1 Establish Design Parameters and Constraints – The Engineer shall meet with the City's project manager and other staff to establish and gain concurrence on design parameters and project approach.
- 2.2 Develop Conceptual Design – The Engineer shall develop a conceptual design based on established design parameters and constraints, and consensus on an approach. The Engineer shall determine all backhauls, and point-to-point and point-to-multipoint links and interfaces.
- 2.3 Develop Preliminary Cost Estimate – The Engineer shall develop a preliminary cost estimate and submit to the City for review. If funding is restrictive, the Engineer shall develop a list of priority systems phased such that critical elements of the network are operational first.
- 2.4 Conduct Conceptual Design Review Meeting – The Engineer shall conduct a Conceptual Design review meeting with the City to gain design consensus.

3. Data Collection

- 3.1 Review Project Related Background Information – The Engineer shall obtain and review all project related information including background information, previous reports, TMS as-builts and schematics, example plan sets, go-bys, City standard specifications, and City design guidelines.
- 3.2 Assemble Project Reference Files and Base Maps – The Engineer shall assemble the reference files and base maps. If CADD files are not available, the GIS maps will be obtained and converted to AutoCAD.
- 3.3 Perform Field Site Investigations – The Engineer shall perform field site reviews including:
 - Performing existing equipment, utility and space inventory.
 - Take photographs of site, probable equipment locations and relevant surroundings.
 - Verify locations of proposed and existing equipment.
 - Preliminary locating of new devices.

4. Preliminary Design Package

- 4.1 Meet with Agencies and Utilities as Required – The Engineer shall meet with agencies and utility companies as needed to verify and resolve utility conflicts. The Engineer shall also meet with the local electrical utility to secure electrical service to the site.

- 4.2 Conduct Walk-through – The Engineer shall conduct a preliminary "walk through" with the City's Project Manager to verify and obtain approval of proposed locations for devices, identify potential safety issues and discuss traffic control. Meeting minutes shall be recorded and distributed.
- 4.3 Establish Design Parameters and Constraints – The Engineer shall meet with the City's project manager and other staff to establish and gain concurrence on design parameters and project approach.
- 4.4 Develop Functional Design – The Engineer shall develop a functional design based on established design parameters and constraints, and consensus on an approach.
- 4.5 Develop Preliminary Plan Layouts – The Engineer shall develop a preliminary layout showing location of proposed system components including DMS, CCTV, conduit and network nodes.
- 4.6 Submit 50% Design Package – The Engineer shall submit a 50% design package for City review. This package shall include the functional design, preliminary plans/layouts, a list of required standards and details, a list of required specifications, and a preliminary (order of magnitude) cost estimate. Plan sheets shall be submitted on 11x17 size paper. Other documents shall be submitted on 8½x11 paper. Engineer shall provide three complete sets of documents.
- 4.7 Conduct 50% Design Review Meeting – The Engineer shall conduct a 50% design review meeting with the City to discuss the 50% submittal package.

5. Pre-Final Design Package

- 5.1 Develop Detailed Layouts and Details – The Engineer shall develop detailed layouts for each location and develop the necessary details to support the installation.
- 5.2 Develop Detailed System Diagrams – The Engineer shall develop detailed system diagrams identifying connectivity to appropriate nodes and centers.
- 5.3 Gather and Organize Standards and Details – The Engineer shall gather the appropriate standard drawings and standard details needed to be included as part of the PS&E package.
- 5.4 Develop Appropriate Traffic Control Plans – The Engineer shall develop the appropriate traffic control plans necessary for safe installation by the contractor and safety to the motoring public, including a TCP Line Diagram.
- 5.5 Develop Revised Preliminary Cost Estimate – The Engineer shall revise the initial cost estimate developed in Task 3.
- 5.6 Submit 90% Design Package – The Engineer shall submit for City review, a 90% design package. This package shall include detailed layouts showing location, system diagrams, service poles (if required), cabling/wiring, interfaces, enclosures, channel assignments/layouts, communications and peripheral equipment, etc. The package shall also include special specifications and estimate. Plan sheets shall be submitted on full size paper. Other documents shall be submitted on 8½x11 paper. Engineer shall provide ten complete sets of documents.
- 5.7 Conduct 90% Design Review Meeting – The Engineer shall conduct a 90% design review meeting with the City to discuss the 90% submittal package.

6. Final Design – 100% Design Package

- 6.1 Develop Final Layouts and Details – After the Engineer has received the 90% comments from the City, the Engineer shall finalize the layouts and details for final submission.
- 6.2 Develop Final Project Standard Drawings – The Engineer shall finalize the selection of the standard drawings for inclusion in the final design package.
- 6.3 Develop Final Quantity Take-Offs – The Engineer shall finalize the quantities necessary for inclusion in the Engineers Estimate

- 6.4 Develop Final Specifications, Provisions, and General Notes – The Engineer shall finalize all specifications, provisions, specification data notes and general notes for inclusion in the final design package.
- 6.5 Develop Engineer's Estimate – The Engineer shall finalize the engineer's estimate based upon current the City's bid price tabulations.
- 6.6 Finalize System Specifications and Integration Plan – The Engineer shall finalize the system specifications and integration plan necessary for connectivity into the existing fiber backbone system
- 6.7 Complete 100% PS&E Package - The Engineer shall submit, after final comments, a complete PS&E package with all plans, specifications, estimates and construction time projection that includes one set of full size mylars, ten sets of full size paper copies, ten sets of 8½x11 specifications, and one electronic copy of all files on compact disc (100%).

7. Bid Phase Services

- 7.1 Provide Bid Phase Services – The Engineer shall provide Bid Phase services to include, but not limited to providing assistance during the entire bidding process, review all bids and provide a recommendation of award to the contract administrator. The fee for these services shall be time and material.

8. Construction Phase Services

- 8.1 Provide Construction Phase Services – The Engineer shall provide PS&E and TMC construction phase services to include, but not be limited to, shop print review, product specification and cut sheet review, addressing RFIs, testing, inspection of workmanship and product quality, and other miscellaneous, as needed construction phases tasks. The fee for these services will be time and material.

9. Project Management

- 9.1 Monthly Progress Reports – The Engineer shall prepare monthly progress reports that identify progress made during reporting period, percent complete for each task, anticipated activities for upcoming reporting period and any problems, obstacles or deviations from the work plan.
- 9.2 Monthly Invoices – The Engineer shall prepare monthly invoices as required in the contract.

DELIVERABLES:

- QA/QC Plan (Task 1.2)
- Project Schedule (Task 1.3)
- Preliminary Engineering Report (Task 2)
- Data Collection Technical Memorandum (Task 3)
- Preliminary Design Package (Task 4)
- Pre-Final Design Package (Task 5)
- Final Design Packages (Task 6)
- Monthly Progress Reports (Task 9.1)
- Monthly Invoices (Task 9.2)

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

(Agreements over \$100,000.00)

For the Project known as "**VIDEO SURVEILLANCE AND COUNT STATIONS CM 2009 (243)**," 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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

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

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

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

PHASE I - PRELIMINARY DESIGN PHASE

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:

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

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

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "**Drawings**," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "**Specifications**." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.
5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

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.

BIDDING PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

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

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

RESIDENT PROJECT SERVICES

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL 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 "VIDEO SURVEILLANCE & COUNT STATIONS", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed FIVE HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED EIGHTY THREE **51/100 DOLLARS (\$527,183.51)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

<u>Fixed fee Payment to Consultant Phase I</u>		<u>Fixed fee Payment to Consultant Phase II</u>	
Report Phase	<u>SN/A</u>	Report Phase	<u>SN/A</u>
Preliminary Design Phase	<u>\$87,065.96</u>	Preliminary Design Phase	<u>\$173,436.78</u>
Pre-Final Design Phase	<u>\$41,438.24</u>	Pre-Final Design Phase	<u>\$81,084.90</u>
Final Design Phase	<u>\$26,152.73</u>	Final Design Phase	<u>\$52,849.78</u>

Phase I

Bidding Phase	Time and Materials	Proposal Estimated Amount	<u>\$7,154.00</u>
Construction Phase	Time and Materials	Proposal Estimated Amount	<u>\$16,676.60</u>

Phase II

Bidding Phase	Time and Materials	Proposal Estimated Amount	<u>\$13,981.52</u>
Construction Phase	Time and Materials	Proposal Estimated Amount	<u>\$27,343.00</u>

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in Attachment B. The time shown in Attachment B is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

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

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **five copies** of the Preliminary Study and Report shall be submitted within N/A **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 **fifteen copies** of any required documents and opinion of probable construction costs shall be submitted within **30 for Phase I and 60 for Phase II consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten copies** the required documents and services shall be submitted within **15 for Phase I and 45 for Phase II consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **10 for Phase I and 45 for Phase II 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 **3 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **three copies** of all addenda to the Owner for appropriate action within **1 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT E

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/9/2009
PRODUCER Phone: 713-490-4600 Fax: 713-490-4700 USI Southwest 840 Gessner, Suite 600 Houston TX 77024	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.	
INSURED Walter P. Moore and Associates, Inc. 1301 McKinney, Suite 1100 Houston TX 77010	INSURERS AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Co	NAIC # 29424
	INSURER B: Lexington Insurance Company	19437
	INSURER C:	
	INSURER D:	
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

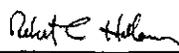
INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	61UUNTT4272	11/1/2008	11/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	61UUNTT4272	11/1/2008	11/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EAACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	61XHUUU7514	11/1/2008	11/1/2009	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	61WEGF6868	11/1/2008	11/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	OTHER Professional Liability	1524535	2/1/2008	6/1/2009	\$1,000,000* per claim \$1,000,000* aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Professional Liability Limit not less than \$1,000,000

**Except for 10 Days Notice of Cancellation for Non Payment of Premium

Waiver of Subrogation (all policies except Professional Liability) and Additional Insured (all policies except Professional Liability and Workers Compensation) is provided in favor of the Certificate Holder, on a primary and non Continued...

CERTIFICATE HOLDER City of El Paso 2 Civic Center 4th Floor El Paso TX 79901	CANCELLATION 30** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THERE OF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHMENT E

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL PROVISIONS

contributory basis, as required by written contract but limited to the operations of the Named Insured.
Video Surveillance and Count Stations, CM2009(243)

*Professional Liability Limit not less than \$1,000,000

The General Liability, Professional Liability & Automobile Liability policies are primary and non-contributory to the insurance available to the Additional Insured as required by written contract. Waiver of Subrogation (all policies) as required by written contract but limited to the operations of the Named Insured is provided in favor of the Certificate Holder. Additional Insured(s): City of El Paso

We are unable to strike the endeavor to wording in the cancellation clause of the certificate as required by your contract. The ACORD certificate is a copyrighted form and cannot be altered in this or any other way. The certificate states it is for information purposes only and does not amend, extend or alter the policies listed. The policy has been issued with an endorsement for 30* day notice of cancellation as required by written contract.

*10 Days Notice of Cancellation for Non Payment of Premium

POLICY NUMBER: 61 UUN TT4272



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CG0205: NO. DAYS ADVANCE NOTICE OF CANCELLATION

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CG0205: NO. DAYS ADVANCE NOTICE OF CANCELLATION: *30 DAYS

CITY OF HOUSTON
DEPT OF PUBLIC WORKS & ENGINEERING
PO BOX 1562
HOUSTON, TX 77251

*EXCEPT 10 DAY FOR NON PAYMENT IN PREMIUM.

*1400261TT42720101 01163

CITY OF EL PASO
2 CIVIC PLAZA
EL PASO, TX 79901



YD -AN



The State of Texas

Secretary of State

DEC. 3, 1999

LEO BASS, AINSA PARTNERS
5809 ACACIA CIRCLE
EL PASO ,TX 79912

RE:
ECM INTERNATIONAL, INC.
CHARTER NUMBER 00782414-00

ASSUMED NAME:
ECM INTERNATIONAL

FILE DATE: NOV. 29, 1999

DEAR SIR OR MADAM,

THE ASSUMED NAME CERTIFICATE FOR THE ABOVE REFERENCED INCORPORATED BUSINESS OR PROFESSION HAS BEEN FILED IN THIS OFFICE. THIS LETTER MAY BE USED AS EVIDENCE OF THE FILING.

IN ADDITION TO FILING WITH THE SECRETARY OF STATE, CHAPTER 36 OF THE TEXAS BUSINESS AND COMMERCE CODE REQUIRES FILING OF THE ASSUMED NAME CERTIFICATE WITH THE COUNTY CLERK IN THE COUNTIES IN WHICH THE REGISTERED OFFICE AND THE PRINCIPAL OFFICE OF THE CORPORATION ARE LOCATED.



VERY TRULY YOURS,

A handwritten signature in black ink, appearing to read "Eilon Bomer".

Eilon Bomer, Secretary of State