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

DEPARTMENT: Engineering Department

AGENDA DATE: May 8, 2007

CONTACT PERSON/PHONE: Javier Reyes, P.E., Engineering Department, Ext. No. 4630

DISTRICT(S) AFFECTED: 8

SUBJECT:

That the City Manager is hereby authorized to sign an agreement for Consulting Services [Cebada Interstate 10 Master Drainage Improvements] by and between the City of El Paso and Brock & Bustillos, Inc., a Texas Corporation, for an amount not to exceed Two Hundred Sixty Six Thousand Six Hundred Sixty Four Dollars ($266,664.00).

BACKGROUND / DISCUSSION:

The consultant shall prepare a master drainage study and analysis of all the major drainage problems that exist on the Cebada Interstate 10 area. During the past decade serious and major drainage problems have occurred in this area. The drainage problems have totally stopped traffic on the Interstate and have created serious drainage problems for area residents and businesses. The consultant shall provide a master drainage study with recommendations to solve drainage problems that comply with U.S. Army Corp of Engineer and Flood Emergency Management Administration requirements. The master drainage study shall be presented if necessary to the U.S. Army Corp of Engineer and Flood Emergency Management Administration, Texas Quality and Environmental Commission, U.S. Department of the Interior, International Boundary and Water Commission, and Texas Department of Transportation. The report shall also be presented for approval to City of El Paso Development Coordinating Committee, City Plan Commission, and City Council for approval and implementation. The consultant shall consider phasing the implementation plan depending on funds available. Public meetings will be essential in the success of this project. The consultant shall determine all contributing watershed areas, perform an inventory of all existing drainage structures, basins, outlet structures, pump stations, etc. both upstream and downstream that discharge into the river and surrounding areas. The study shall compare existing drainage capacity to 500 year, 100 year, 50 year, 25 year storm intensity. The master drainage study shall provide three different concepts in resolving drainage problem with advantages and disadvantages and appropriate cost estimates.

Under a separate contract and after the City of El Paso has selected a concept the consultant shall prepare construction documents for the implementation of the drainage report. The construction documents shall include all necessary design for the realization of the drainage report. The consultant shall provide a master drainage study with recommendations to solve drainage problems that comply with U.S. Army Corp of Engineer and Flood Emergency Management Administration requirements. The construction documents shall be presented if necessary to the U.S. Army Corp of Engineer and Flood Emergency Management Administration, Texas Quality and Environmental Commission, U.S. Department of the Interior, International Boundary and Water Commission, and Texas Department of Transportation. A more detailed and specific scope shall be provided to consultant after concept is selected and before the second contract is awarded. The consultant shall assist the City of El Paso in obtaining and/or modifying National Pollutant Discharge Elimination System (NPDES) permit.

PRIOR COUNCIL ACTION:

Previously City Council has not considered this item.

AMOUNT AND SOURCE OF FUNDING:

Funding Source:	2006 Certificates of Obligation
Project Number:	PCP06FC001
Department ID:	99331117
Fund Number:	27263
Account Number:	508016

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BOARD / COMMISSION ACTION:
N/A

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

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

DEPARTMENT HEAD: _____

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

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

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RESOLUTION

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

That the City Manager is hereby authorized to sign an agreement for Consulting Services [Cebada Interstate 10 Master Drainage Improvements] by and between the City of El Paso and Brock & Bustillos, Inc., a Texas Corporation, for an amount not to exceed Two Hundred Sixty Six Thousand Six Hundred Sixty Four Dollars ($266,664.00).

ADOPTED this _____ day of _____, 2007.

THE CITY OF EL PASO:

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Jorge Villegas
Assistant City Attorney

APPROVED AS TO CONTENT:

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

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2007 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, (the **"*Owner*"**), and Brock & Bustillos, Inc.,(the **"*Consultant*"**).

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as "Cebada Interstate 10 Master Drainage Improvements", (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, in consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.
ATTACHMENTS

1.1 ATTACHMENT.

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

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificates

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ARTICLE II.
SCOPE OF SERVICES

2.1 SERVICES.

The Owner hereby agrees to retain the Consultant and the Consultant hereby agrees to perform professional services for the Project as professional consultant for the Project as further described in **Attachment "A".** Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "D"**.

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2.2 COMPLIANCE.

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 INFORMATION.

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.

2.4 CITY ENGINEER.

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 Two Hundred Sixty-Six Thousand Six Hundred Sixty-Four Dollars ($266,664.00) for all basic services and reimbursable expenses and any additional services approved by the City Manager in accordance with the provisions of **Attachment "C,"** performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursable expenses is attached hereto as **Attachment "B"** and incorporated herein by reference. 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"**. The Consultant may perform such Additional Services as also enumerated within **Attachment "C"** provided that such additional services are approved in accordance with the provisions of Attachment C. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

3.3 CONSULTANT'S INVOICES.

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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 (90) 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.

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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 Eight Million Dollars ($8,000,000.00) for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than ten percent (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED.

Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to

the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE.

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

4.2 SUSPENSION.

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

4.3 TERMINATION.

This Agreement may be terminated as provided herein.

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

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

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

ARTICLE V.
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE.

The Consultant shall not commence work under this Agreement until the Consultant has obtained sufficient insurance as required herein, and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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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:

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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 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

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certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

> "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) consecutive calendar days written notice of intent to cancel or materially alter said insurance has been provided to the City of El Paso."

5.2 INDEMNIFICATION.

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

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

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

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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 Two Hundred Fifty Thousand Dollars ($250,000.00) per person or Five Hundred Thousand Dollars ($500,000.00) per incident with property damage liability limited to One Hundred Thousand Dollars ($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 the Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.2 TERMINATION FOR CANCELLATION OF GRANT.

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter,

cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

ARTICLE VII.
GENERAL PROVISIONS

7.1 CONTRACT TIME.

Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST.

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

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

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

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

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7.3 CONSULTANT'S QUALITY OF WORK.

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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 inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS.

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

7.7 VENUE.

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

7.8 GOVERNING LAW.

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

7.9 CAPTIONS.

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

7.10 SEVERABILITY.

Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES.

Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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To the Owner:	The City of El Paso Attn: City Manager 2 Civic Center Plaza El Paso, Texas 79901
With a Copy to:	The City of El Paso Attn: City Engineer 2 Civic Center Plaza El Paso, Texas 79901
To the Consultant:	Brock & Bustillos, Inc. 417 Executive Center Blvd. El Paso, Texas 79907

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

7.12 CONFLICTING PROVISIONS.

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

7.13 ENTIRE AGREEMENT.

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

(Signature page to follow)

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR PROFESSIONAL SERVICES

Signature Page

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Joyce Wilson, City Manager

CONSULTANT:
Brock & Bustillos, Inc.

_____
~~By: Roman Bustillos, P. E.~~
~~Title: President~~
SERGIO J. ADAMS, P.E.
VICE PRESIDENT ENGINEERING

APPROVED AS TO FORM:

_____
Jorge Villegas
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(Acknowledgements on following page)

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ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF El PASO §

This instrument was acknowledged before me on this 2nd day of May, 2007, by ~~Roman Bustillos,~~ as **President** of Brock & Bustillos, Inc.
Sergio J. Adame, P.E.
Vice-President Engineering

Maria E. Loweree
_____
Notary Public, State of Texas

MARIA E. LOWEREE
NOTARY PUBLIC
In and for the State of Texas
My commission expires
March 6, 2008

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#30231 (final) ENG/1/A-E CONTRACT CSA CONSULTING ENGINEERS
Document Author: JVIL

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ATTACHMENT " A "

SCOPE OF SERVICES AND PROJECT BUDGET

TITLE: Cebada Interstate 10 Master Drainage Improvements

LOCATION: Contributing watershed areas on Cebada and Interstate 10 and storm water drainage system managing this watershed runoff, El Paso, Texas

CONSTRUCTION BUDGET: **$8,000,000.00**

GENERAL DESCRIPTION:

The consultant shall prepare a master drainage study and analysis of all the major drainage problems that exist on the Cebada Interstate 10 area. During the past decade serious and major drainage problems of occurred in this area. The drainage problems have totally stopped traffic on the Interstate and have created serious drainage problems for area residents and businesses. The consultant shall provide a master drainage study with recommendations to solve drainage problems that comply with U.S. Army Corp of Engineer and Flood Emergency Management Administration requirements. The master drainage study shall be presented if necessary to the U.S. Army Corp of Engineer and Flood Emergency Management Administration, Texas Quality and Environmental Commission, U.S. Department of the Interior, International Boundary and Water Commission, and Texas Department of Transportation. The report shall also be presented for approval to City of El Paso Development Coordinating Committee, City Plan Commission, and City Council for approval and implementation. The consultant shall consider phasing the implementation plan depending on funds available. Public meetings will be essential in the success of this project. The consultant shall determine all contributing watershed areas, perform an inventory of all existing drainage structures, basins, outlet structures, pump stations, etc. both upstream and downstream that discharge into the river and surrounding areas. The study shall compare existing drainage capacity to 500 year, 100 year, 50 year, 25 year storm intensity. The master drainage study shall provide three different concepts in resolving drainage problem with advantages and disadvantages and appropriate cost estimates.

Under a separate contract and after the City of El Paso has selected a concept the consultant shall prepare construction documents for the implementation of the drainage report. The construction documents shall include all necessary design for the realization of the drainage report. The consultant shall provide a master drainage study with recommendations to solve drainage problems that comply with U.S. Army Corp of Engineer and Flood Emergency Management Administration requirements. The construction documents shall be presented if necessary to the U.S. Army Corp of Engineer and Flood Emergency Management Administration, Texas Quality and Environmental Commission, U.S. Department of the Interior, International Boundary and Water Commission, and Texas Department of Transportation. A more detailed and

specific scope shall be provided to consultant after concept is selected and before the second contract is awarded. The consultant shall assist the City of El Paso in obtaining and/or modifying National Pollutant Discharge Elimination System (NPDES) permit.

OBJECTIVE:

The primary objective is to resolve the serious drainage problems that exist on the Cebada Interstate 10 area and surrounding areas. The City of El Paso expects a master storm water management system that is effective where maintenance is minimized.

1.0 SERVICES REQUIRED:

1.1 Investigation:

All investigations, include but are not limited to geotechnical, utility coordination, master drainage, the need for new drainage easements and right of way are deemed necessary by the Engineering Department in order to complete the design or the project construction shall be performed by the designer. The consultant shall be knowledgeable of U.S. Army Corp of Engineer and Flood Emergency Management Administration, Texas Quality and Environmental Commission, U.S. Department of the Interior, International Boundary and Water Commission, and Texas Department of Transportation requirements.

1.2 Design:

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

1.3 Bidding & Construction:

During the bidding process, the 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 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, reviewing applications for payment, publish as "punch list", issuing a "Certificate of Substantial Completion", and producing a set of reproducible (24"X36") "as-built".

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1.4 Planning:

The designer shall assist the Owner in providing schedule for obtaining drainage easements, and land acquisition, and City, State, and Federal approval.

1.5 Design Analysis:

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

1.6 Surveys

The designer shall provide all topographic and horizontal surveys for this study.

1.7 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 designs standards. The consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The consultant shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the consultant and utility companies the need and extent of relocation shall be determined. If a dispute arises the consultant shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The consultant in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However each utility company can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company sign an agreement with the City and funding is provided. The consultant shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date. The consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

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1.8 Public Involvement

Two formal community meetings will be held for the design phase and the consultant shall be responsible to attend make a presentation of the improvements and answer questions.

1. 9 National Pollutant Discharge Elimination System (NPDES)

The consultant shall assist the City of El Paso in obtaining and/or modifying National Pollutant Discharge Elimination System (NPDES) permit.

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2.0 PRODUCTS REQUIRED:

2.1 Master Study and Report:

A. Preliminary Master Study and Report

Upon the completion of the preliminary master study and report phase, the designer shall submit ten (10) copies of the master study and report documents and cost estimates for approval. Furthermore the consultant shall submit separate copies of the report as required to Development Service Department for DCC, CPC, and City Council approval. The consultant shall submit separate copies to the U.S. Army Corp of Engineer and Flood Emergency Management Administration, Texas Quality and Environmental Commission, U.S. Department of the Interior, International Boundary and Water Commission, and Texas Department of Transportation for review and approval. The amount and size of copies to these agencies shall be according to these agencies requirements. If the City of El Paso does not approve the master study and report, the designer shall furnish ten (10) copies of the resubmitted master study report documents.

B. Final Master Study and Report

Upon the completion of the final master study and report phase, the designer shall submit ten (10) copies of the master study and report documents and cost estimates for approval. Furthermore the consultant shall submit separate copies of the report as required to Development Service Department for DCC, CPC, and City Council approval. The consultant shall submit separate copies to the U.S. Army Corp of Engineer and Flood Emergency Management Administration, Texas Quality and Environmental Commission, U.S. Department of the Interior, International Boundary and Water Commission, and Texas Department of Transportation for review and approval. The amount and size of copies to these agencies shall be according to these agencies requirements. If the City of El Paso does not approve the master study and report, the designer shall furnish ten (10) copies of the resubmitted master study report documents.

2.2 Cost Estimates:

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

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

2.4 Reproduction
The designer shall be responsible to provide all printing for the different phases, for code review requirements, U.S. Army Corp of Engineer and Flood Emergency Management Administration, Texas Quality and Environmental Commission, U.S. Department of the Interior, International Boundary and Water Commission, and Texas Department of Transportation. For bidding consultant shall be responsible to provide thirty sets of El Paso Water Utilities improvements and include them in construction drawing bidding sets.

3.0 GENERAL REQUIREMENTS AND CRITERIA:

3.1 Study must meet all applicable City Codes and Ordinances.

3.2 Study must comply with Engineering Department Guidelines.

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

3.4 The designer shall be responsible to take meeting minutes during all design phase meetings. The designer shall send all meeting minutes to all attendees for review and confirmation. All attendees shall have five working days to confirm minutes before they become final.

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

4.0 OTHER CONSIDERATIONS:

4.1 Work to be coordinated with the Engineering Department

5.0 PROJECT SCHEDULE:

Preliminary Master Study and Report	60 days
Final Master Study and Report	30 days

Preliminary Design Phase:	To be determined
Pre-Final Design Phase:	To be determined
Final Design Phase:	To be determined

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Attachment " B "

PROJECT NAME: SUMMARY - REPORT PHASE
CEBADA I-10 MASTER DRAINAGE PLAN

REPORT PHASE:	120 DAYS
PRELIMINARY DESIGN PHASE:	0 DAYS
DESIGN PHASE:	0 DAYS
BID PHASE:	0 DAYS
CONSTRUCTION PHASE:	0 DAYS
ESTIMATED TOTAL CONTRACT TIME:	120 DAYS

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DIRECT LABOR	EST. HOURS	HOURLY RATE	EXTENDED FEE	TOTAL
PRINCIPAL ENGINEER	30	$ 165.00	$4,950	
SENIOR PROJECT MANAGER	96	$ 155.00	$14,880	
PROJECT MANAGER	168	$ 120.00	$20,160	
PROJECT ENGINEER	188	$ 95.00	$17,860	
DESIGN/GRADUATE ENGINEER	180	$ 75.00	$13,500	
SURVEY MANAGER	16	$ 115.00	$1,840	
PROJECT SURVEYOR	36	$ 95.00	$3,420	
SENIOR DESIGNER	40	$ 105.00	$4,200	
ENGINEERING DESIGN TECHNICIAN	64	$ 82.00	$5,248	
SENIOR ENGINEERING CADD	116	$ 72.00	$8,352	
SURVEY TECHNICIAN	64	$ 76.00	$4,864	
CADD TECHNICIAN-ENGINEERING	96	$ 46.00	$4,416	
CADD TECHNICIAN-SURVEYING	188	$ 46.00	$8,648	
SURVEY CREW-1MC	8	$ 85.00	$680	
SURVEY CREW-2MC	100	$ 115.00	$11,500	
SURVEY CREW-3MC	0	$ 140.00	$0	
RESIDENT PROJECT REP./INSPECTOR (8-hr/day)	0	$ 75.00	$0	
ADMINISTRATIVE ASSISTANT	20	$ 45.00	$900	
WORD PROCESSOR/CLERICAL	256	$ 40.00	$10,240	
DIRECT LABOR SUBTOTAL				**$130,708**

OTHER DIRECT COSTS	UNIT QUANTITY	UNIT COST	EXT. COST	TOTAL
MILEAGE--POVs	1,015	$0.45	$452	
MILEAGE--SURVEY TRUCKS	540	$0.55	$297	
SAFETY EQUIPMENT, PROTECTION	1	$750.00	$750	
PHOTOS (DIGITAL FORMAT)	400	$1.00	$400	
VIDEO (DIGITAL FORMAT)	1	$250.00	$250	
SPECIFICATION BINDING (8.5" X 11")/SET	0	$8.00	$0	
REPORT BINDING (8.5" X 11")/SET	30	$22.00	$660	
REPRODUCTION (B/W COPIES 8.5" X 11")	8,000	$0.15	$1,200	
REPRODUCTION (COLOR PHOTO COPIES 8.5" X 11")	500	$1.10	$550	
REPRODUCTION (COLOR PHOTO COPIES OR 11"X17")	150	$2.00	$300	
POSTAGE EA.	40	$0.39	$16	
PRIORITY PARCELS EA.	2	$15.00	$30	
BLUELINES--ENG. SIZE (24" X 36")	0	$3.50	$0	
REPRODUCTION (B/W ENG. SIZE (24" X 36"))	500	$5.00	$2,500	
REPRODUCTION (Special Exhibits)	1	$1,200.00	$1,200	
VELLUM PLOTS	12	$9.00	$108	
MYLARS	12	$12.00	$144	
DELIVERIES	4	$25.00	$100	
OTHER DIRECT COSTS SUBTOTAL				**$8,956**

SUB-CONSULTANTS	COMPANY	SUB-TOTAL	TOTAL
Project Management; Recommendations; Civil Design	Brock & Bustillos Inc.		
Surveying	Brock & Bustillos Inc.		
Drainage Modeling; Flood Plain Analysis; Civil Design	CEA Engineering Group	$98,402	
Intensity Duration Frequency (IDF) Analysis	Professor John Walton, P.E.	$0	
Weather Net; Early Warning System (Phase I only)	Weather Frontier Network	$0	
Utility Coordination	Vencor Engineering Inc.	$4,000	
Traffic Signal Relocation & Design	Martinez Engineering Group, Inc.	$0	
Public Involvement	Strategies & Plus, Public Consultants	$0	
Mechanical/Electrical/Plumbing	EMC Engineering, Inc.	$0	
Architectural	CEA Engineering Group	$0	
Structural Evaluation	Robert Navarro & Associates, Inc.	$0	
Structural Design	Robert Navarro & Associates, Inc.	$0	
Geotechnical	Raba Kistner Consultants, SW Inc.	$0	
Environmental	Raba Kistner Consultants, SW Inc.	$0	
Open Space Evaluation; Landscape Architecture	Urban Oasis	$0	
Archaeological	Encon International	$0	
Cost Estimating	Professional Construction Consultants, Inc	$0	
Subsurface Utility Engineering	TBE Group Inc.	$0	
SUB-CONSULTANTS SUBTOTAL			**$102,402**

PROFIT	PROFIT MARGIN	COST	SUB-TOTAL	TOTAL
LABOR	15%	$ 130,708	$19,606	
OTHER DIRECT COSTS	10%	$ 8,956	$896	
SUBCONSULTANT(S)	4%	$ 102,402	$4,096	
				$24,598
TOTAL				**$266,664**

PROPOSED SCOPE OF SERVICES – Cebada I-10 Master Drainage Plan

Sub Task 010: Project Management

1. Coordinate all activities with the City of El Paso – Engineering Department (City) and with other local, state and federal agencies as necessary.

2. Administer all phases of the project including preparation of invoices, contract/sub-contract administration, monthly progress reports and weekly progress meetings with the design team.

3. Meet with City on a scheduled basis to review project progress.

4. Assign experienced staff members the responsibility of developing the procedures to be implemented during the project as well as preparing the work and to assure compliance with City policies and procedures as well as assuring that work is accomplished correctly and on time.

Sub Task 020: Field Surveys and Right-Of-Way Maps

1. Dam, Detention and Retention Basin topographic and improvement surveys.

2. Perform an existing basin evaluation and best management recommendation. The City of El Paso will assist the Consultant with obtaining entry to all structures. The deliverables will be included as appendix items of the evaluation report with the report recommendations for modifications/reconstructions. No modifications/reconstruction design work is included in this scope.

Sub Task 030: Subsurface Utility Mapping (SUM)

Not Applicable

Sub Task 040: Stormwater Drainage Infrastructure Inventory

1. Prepare preliminary drainage study indicating drainage areas; existing drainage infrastructure inventory (i.e., pipeline/culvert slopes, dimensions, obstructed conduits, inlet types & sizes, flumes, street conveyance capacities, pump station conditions & capacities); existing rainfall intensities; proposed rainfall intensities (extended into theoretical approach); geometric features; flood control system capacities, limitations and recommendations; tentative drainage area boundary limits

2. Identify street and alley inventory system from shape files for Municipal Street Infrastructure GIS platform maps, to include the following themes:

   - HMAC Pavement
   - Concrete Pavement
   - Concrete Bus Stops
   - Sidewalks
   - Wheelchair Ramps
   - Parkways
   - Curb & Gutters
   - Alleys
   - Streets

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Sub Task 050: Coordination with City's Master FEMA Regional Drainage Consultant

1. Meet with and coordinate the master plan to address the adjoining boundaries and criteria for the integrated drainage system infrastructure.

2. Consultant will address location proposed infrastructure improvement recommendations from the City's FEMA Consultant.

Sub Task 060: Drainage Evaluation Modeling

1. Prepare a drainage evaluation using FEMA approved drainage modeling methods, which shall include the following:

   - The evaluation will show the employed methodologies, assumptions, and hydraulic computations for required drainage improvements, including any anticipated existing and/or proposed separate storm water sewer system improvements. It will also include preliminary sizing of structures and recommendations on how to mitigate the drainage impact.
   - Coordinate with TxDOT for existing infrastructure information.
   - Coordinate with Streets Department for access and system concerns.
   - Field Verification and identification of the drainage areas.
   - Evaluating structural integrity of existing pipes.
   - Access surrounding areas for visible damage as a result of system malfunction. This may include street repairs, grading, manhole replacement, etc.
   - Prepare Operational Assessment of existing system. This will include recommendations for improvements and opinions of probable cost.
   - Design improvements and refine models developed from the hydrologic/hydraulic study for the project area, based on the recommended improvements.
   - Analyze the existing hydrologic and hydraulic conditions. The analysis will generally consist of the use of one or a combination of HEC-1, HEC-2, HEC-RAS, HEC-HMS or StormCad, as necessary. Incorporate water surface elevations for the 50 and 100 year frequency.
   - Analyze the proposed hydrologic and hydraulic conditions. The analysis will consist of the use of HEC-1, HEC-2, HEC-RAS, HEC-HMS or StormCad, as necessary. The analysis will identify any hydrologic/hydraulic impact the proposed improvements. Incorporate water surface elevations for the 50 and 100 year frequency.
   - The storm drainage profile drawings will provide an overall view of the system (existing and proposed) ground elevations with respect to the design frequencies.
   - Prepare exhibits (drawings) in AutoCAD format that include:
     - Storm sewer concepts
     - Drainage structure concepts
     - Drainage Computation Sheets

2. Provide deliverables that will be incorporated into the drainage study, as per Sub Task 160. Model information will be provided in appendix form.

Sub Task 070: Drainage Study Parameters

1. Develop potential capital improvement impacts and develop a preliminary public and private property casualty report.

2. Review all existing TxDOT structures in accordance with TxDOT's Design Division, Operations and Procedures manual to identify deficiencies and *Pro Rata* Share Costs.

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3. Prepare a comprehensive system modeling using HEC-1, HEC-2 and HEC-RAS to determine the impact of existing basins—as well as the proposed alternatives—using real time rain events (linear storage, interconnectivity)

Sub Task 080: Develop Weather Net Capabilities and SCADA System

Not Applicable

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Sub Task 090: Electrical and Mechanical Review & Recommendations

Not Applicable

Sub Task 100: Pond/Dam Aesthetics

1. Prepare an aesthetic report and recommendations along with the preliminary recommendations.

Sub Task 110: Drainage Evaluation & Recommendations

1. Develop three options required for stormwater infrastructure facilities in report (technical memorandum).

2. The technical memorandum will show the employed methodologies, assumptions, and hydraulic computations for required drainage improvements, including any anticipated existing and/or proposed separate storm water sewer system improvements.

3. Identify and develop drainage areas in the form of a Central El Paso Master Drainage Plan.

4. Prepare Master Drainage Plan (drawings) in AutoCAD format that include:

   - Proposed Storm sewer system plan sheets (Scale: H: 1" : 600')
   - Proposed Drainage structure details/capacities

Sub Task 120: Geotechnical Investigations & Reports

Not Applicable

Sub Task 130: Capital Improvement Scheduling and Construction Sequencing

1. Prepare a preliminary schedule and construction sequencing of proposed capital improvement projects for the Central El Paso Drainage Area.

Sub Task 140: Technical Specifications Standards

Not Applicable

Sub Task 150: Opinions of Probable Construction Cost

1. Develop conceptual quantity (ballpark) estimates and Opinions of Probable Construction Cost (OPCC) for the report phase recommendations.

2. Provide copies of the opinion of probable costs in an Appendix on each report phase. The report phase submittals include:

- Preliminary Master Plan & Report Phase
- Final Master Plan & Report Phase

Sub Task 160: Contract Document Deliverables

1. Study & Report Phase:

   a. Provide ten (10) Draft copies of Central El Paso Flood Control and Drainage Area Master Plan; ten (10) Final copies of Central El Paso Flood Control and Drainage Area Master Plan; and (1) reproducible unbound Final Copy.

   b. Provide ten (10) copies Engineer's Opinion of Probable Construction Costs, (included in report in an appendix at each submittal).

   c. Provide three (3) CD electronic copies in MS Word and Excel formats for the City's internal use, as applicable.

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

For the Project known as Cebada Interstate 10 Master Drainage Improvements, hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.

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

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE -

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

   a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

   b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

   c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way

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

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.

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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. Written amendments for Additional Services that are less than $25,000 shall require the written approval and signature from the City Manager. Written amendments for Additional Services that are more than $25,000 shall require the approval, passage, and award 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. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by ten percent or more.

4. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

5. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

6. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

7. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein

8. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

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9. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

10. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

11. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

12. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

13. Provide additional or extended services during construction made necessary by: a) work damaged by fire or other cause during construction; b) prolongation of the construction contract time by more than twenty-five percent provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; c) Acceleration of the work schedule involving services beyond normal city working hours; or d) the construction contractor's default under the construction contract due to delinquency or insolvency.

14. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

15. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

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

PHASE I - PRELIMINARY DESIGN PHASE

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

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available 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,

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however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

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

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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.

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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.

PHASE IV - BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

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4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

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

PHASE V - CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for

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the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

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

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. Such review must be complete within ten City working days following receipt of submittal documents. The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any

examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more than two brief preliminary inspections, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "punch list" shall be furnished to the construction contractor and the Owner within two City working days after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within two (2) City working days after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings on Mylar showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

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RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

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ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as **Cebada Interstate 10 Master Drainage Improvements**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **TWO HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-FOUR AND 00/100 DOLLARS ($266,664.00)** for all Basic Services and reimbursable expenses noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

	Percent of Payment to Consultant	**Percent of Project Completion**
Preliminary Master Study and Report Phase	**65%**	**65%**
Final Master Study and Report Phase	**100%**	**100%**

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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

PRELIMINARY MASTER STUDY AND REPORT PHASE
The services called for in the PRELIMINARY MASTER STUDY AND REPORT PHASE of this Agreement shall be completed and ten (10) copies of the Preliminary Study and Report shall be submitted within sixty (60) consecutive calendar days following written authorization from the Owner for the Consultant to proceed.

FINAL MASTER STUDY AND REPORT PHASE
The services called for in the FINAL MASTER STUDY AND REPORT PHASE of this Agreement shall be completed and ten copies of the Preliminary Study and Report shall be submitted within thirty (30) consecutive calendar days following written authorization from the Owner for the Consultant to proceed.

Attachment " E "

BROCK-1001 SMMO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2007

PRODUCER (915) 544-3111
Rogers & Belding Insurance Agency, Inc.
2505 East Missouri
El Paso, TX 79903

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 Brock & Bustillos, Inc.
417 Executive Center Blvd.
El Paso, TX 79902

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Company	41262
INSURER B: Travelers Indemnity Company of America	
INSURER C: Travelers Indemnity Company of Connect	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	IL-PACP-4989B373-TLC-06	11/1/2006	11/1/2007	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS NON-OWNED AUTOS	BA-4775A720-06-SEL	11/1/2006	11/1/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	ISM-CUP-9871W987-TCT-06	11/1/2006	11/1/2007	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	IEUB-4989B51-A-06	11/1/2006	11/1/2007	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

Certiifcate Holder shown as additional insured

Project Ref: Cebada Master Drainage

CERTIFICATE HOLDER

City of El Paso
Public Inspection Department
#2 Civic Center Plaza
El Paso, TX 79901-

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CITY CLERK DEPT

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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

© ACORD CORPORATION 1988

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.

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Attachment " E "

Client#: 154288 BROCKBUS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/26/07

PRODUCER
USI Southwest
7600-B N. Capital of Texas Hwy
Suite 200
Austin, TX 78731-1184

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
Brock & Bustillos Inc.
417 Executive Center Blvd.
El Paso, TX 79902-1003

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hudson Insurance Company	25054
INSURER B:	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	AEE7107902	12/28/06	12/28/07	$1,000,000 per claim $1,000,000 annl aggr.	

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

*Except in the event of non payment of premium.
Project: Cebada Master Drainage
Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The
(See Attached Descriptions)

CERTIFICATE HOLDER

City of El Paso
Two Civic Center Plaza
El Paso, TX 79901-1196

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CITY CLERK DEPT

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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
James E. Zimmerman

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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.

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DESCRIPTIONS (Continued from Page 1)

limit will be reduced by payment of indemnity and expense.

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Summary

Project Name: Cebada I-10 Drainage Improvements

District: Eight (8)

Scope of work

The consultant shall prepare a master drainage study and analysis of all the major drainage problems that exist on the Cebada Interstate 10 area. The master drainage study also includes watershed areas affecting Dallas Outfall. During the past decade serious and major drainage problems of occurred in this area. The drainage problems have totally stopped traffic on the Interstate and have created serious drainage problems for area residents and businesses. The consultant shall provide a master drainage study with recommendations to solve drainage problems that comply with U.S. Army Corp of Engineer and Flood Emergency Management Administration requirements. The master drainage study shall be presented if necessary to the U.S. Army Corp of Engineer and Flood Emergency Management Administration, Texas Quality and Environmental Commission, U.S. Department of the Interior, International Boundary and Water Commission, and Texas Department of Transportation. The report shall also be presented for approval to City of El Paso Development Coordinating Committee, City Plan Commission, and City Council for approval and implementation. The consultant shall consider phasing the implementation plan depending on funds available. Public meetings will be essential in the success of this project. The consultant shall determine all contributing watershed areas, perform an inventory of all existing drainage structures, basins, outlet structures, pump stations, etc. both upstream and downstream that discharge into the river and surrounding areas. The study shall compare existing drainage capacity to 500 year, 100 year, 50 year, 25 year storm intensity. The master drainage study shall provide three different concepts in resolving drainage problem with advantages and disadvantages and appropriate cost estimates.

Under a separate contract and after the City of El Paso has selected a concept the consultant shall prepare construction documents for the implementation of the the drainage report. The construction documents shall include all necessary design for the realization of the drainage report. The consultant shall provide a master drainage study with recommendations to solve drainage problems that comply with U.S. Army Corp of Engineer and Flood Emergency Management Administration requirements. The construction documents shall be presented if necessary to the U.S. Army Corp of Engineer and Flood Emergency Management Administration, Texas Quality and Environmental Commission, U.S. Department of the Interior, International Boundary and Water Commission, and Texas Department of Transportation. A more detailed and specific scope shall be provided to consultant after concept is selected and before the second contract is awarded. The consultant shall assist the City of El Paso in obtaining and/or modifying National Pollutant Discharge Elimination System (NPDES) permit.

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Department Requesting Service: Street Department

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

Request for Qualification Notification Date: July 7, 2006

Firms that were notified: All pre-qualified Architect/Engineering firms

Request for Qualification Due Date: July 27, 2006

Architect/Engineer firms that submitted RFQ packages:

S&B Infrastructure Ltd.
Moreno Cardenas, Inc.
Dorado Engineering, Inc.
ESSCO International
Conde, Inc.
Brock & Bustillos, Inc.

Architect Engineer Selection Committee Members (Shortlist committee)

Bill Studer, Deputy City Manager, Financial Services
Daryl Cole, Street Department Director
Harold Kutz, P.E., Engineering Division Manager
Mario Cruz, P.E., Civil Engineer
Bashar Abugalyon, P.E., Engineering Division Manager

Date shortlist ranking was submitted: September 7, 2006

Shortlist Ranking of Firms

Firm	Rank	Outcome
Moreno Cardenas, Inc.	1	Finalist
Brock & Bustillos, Inc.	2	Finalist
Conde, Inc.	3	Finalist
Dorado Engineering, Inc.	4	Not selected
S&B Infrastructure Ltd.	5	Not selected

Date firms were notified of results: September 8, 2006

Architect Engineer Selection Oral Presentation Date: September 28, 2006

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Architect Engineer Selection Committee Members (Oral presentation committee)

Rick Conner, City Engineer
Daryl Cole, Street Department Director
Harold Kutz, P.E., Engineering Division Manager
Mario Cruz, P.E., Civil Engineer
Bashar Abugalyon, P.E., Engineering Division Manager

Final Ranking of Firms

Firm	Rank	Outcome
Brock & Bustillos, Inc.	1	Finalist
Moreno Cardenas, Inc.	2	Not selected
Conde, Inc.	3	Not selected

Date firms were notified in writing of final selection: September 28, 2006

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SCORING SHEET FOR THE PROFESSIONAL SERVICES

1. TECHNICAL COMPETENCE	20 Points	
a.	Please rate firm's technical competency in providing Major Storm Water Management System Assessment Design.	4
b.	Please rate project team's technical competency in providing Major Storm Water Management System Assessment Design.	4
c.	Please rate project manager's technical competency in providing Major Storm Water Management System Assessment Design.	12
2. PROJECT UNDERSTANDING AND APPROACH	20 Points	
a.	Please rate firm's thorough understanding of the scope of work.	4
b.	Please rate firm's identification of any significant issues and how they plan to address issues.	8
c.	Please rate firm's plan of action to complete the project within the set schedule and within budget.	8
3. EXPERIENCE	20 Points	
a.	Please rate firm's experience with projects similar in scope and size.	14
b.	Please rate firm's experience with City of El Paso projects.	6
4. AVAILABILITY OF STAFF	15 Points	
a.	Please rate firm's plan of action of how staff will be made readily available for the project.	10
b.	Please rate firm's plan of action and commitment to achieve a staff presence in El Paso.	5
5. EXPERIENCE WITH EL PASO ISSUES	15 Points	
a.	Please rate firm's familiarity and experience with El Paso's building and construction issues.	9
b.	Please rate firm's familiarity and experience with El Paso's development issues.	6
6. DISADVANTAGED BUSINESS ENTERPRISES	10 Points	
a.	Prime and all Subs qualify in at least one approved DBE category.	10
b.	Prime qualifies in at least one approved DBE category.	7
c.	At least one Sub qualifies in at least one approved DBE category.	2
d.	Neither Prime nor Subs qualify in at least one approved DBE category.	0

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