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

DEPARTMENT: Engineering

AGENDA DATE: May 19, 2009

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

DISTRICT(S) AFFECTED: District 7

SUBJECT:
That the City Manager be authorized to sign the Agreement for Engineering Services by and between the **CITY OF EL PASO** and **CSA DESIGN GROUP, INC.** for a project known as **"PASODALE SUBDIVISION PHASE IV"** for an amount not to exceed TWO HUNDRED ELEVEN THOUSAND NINE HUNDRED ELEVEN AND 00/100 DOLLARS ($211,911.00) and that the City Engineer be authorized to approve up to $50,000.00 in additional services for a total contract amount not to exceed TWO HUNDRED SIXTY ONE THOUSAND NINE HUNDRED ELEVEN AND 00/100 DOLLARS ($261,911.00).

BACKGROUND / DISCUSSION:
The Engineering Department completed the Architect/Engineer Selection Process and selected CSA Design Group, Inc. to design improvements for Pasodale Subdivision Phase IV to address road disrepair, drainage and accessibility problems in the area. The limits of the project are as follows: Yale from Pinon to Playa Drain, Princeton from Valley View to Greggerson, Tulane from Valley View to Greggerson, Valley View from Pasodale to Greggerson, and Greggerson from Pasodale to Valley View.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Project# P09ST001 Dept ID# 99331117 Fund# 27263 Account# 508050 2006 Certificates of Obligation

BOARD / COMMISSION ACTION:
N/A

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

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

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

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the **CITY OF EL PASO** and **CSA DESIGN GROUP, INC.** for a project known as **"PASODALE SUBDIVISION PHASE IV"** for an amount not to exceed TWO HUNDRED ELEVEN THOUSAND NINE HUNDRED ELEVEN AND 00/100 DOLLARS ($211,911.00) and that the City Engineer be authorized to approve up to $50,000.00 in additional services for a total contract amount not to exceed TWO HUNDRED SIXTY ONE THOUSAND NINE HUNDRED ELEVEN AND 00/100 DOLLARS ($261,911.00).

ADOPTED THIS _____ DAY OF _____ 2009.

APPROVED AS TO CONTENT:

_____
John F. Cook, Mayor

ATTEST:

_____
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT

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

A/E Selection Summary

TITLE: Pasodale Subdivision Phase IV

District: 7

Scope of work
The consultant shall prepare construction documents for street improvements on Yale from Pinon to Playa Drain, Princeton from Valley View to Greggerson, Tulane from Valley View to Greggerson, Valley View from Pasodale to Greggerson, and Greggerson from Pasodale to Valley View. Demolition consists of removing existing sidewalk, driveways, ramps, curb and gutter (standard and rolled), header curb, guardrails, existing drainage structures (if necessary), and existing pavement structures. Drainage improvements consist of installing new underground storm sewer system with inlets that shall discharge into the existing storm sewer. The design shall take into account drainage runoff from intersecting streets. Parkway improvements consists of ADA compliant sidewalks and driveways stem walls, standard curb and gutter, fence improvements, and ADA ramp improvements. Roadway improvements consists of a new roadway pavement structure that shall consist of Hot Mix Asphaltic Concrete (HMAC), with base course and compacted or cement stabilized subgrade. Traffic improvements consist of new traffic signs, and striping. All design should meet engineering standards and all applicable local codes and requirements.

Department Requesting Service: Streets/Engineering
Procurement Type: Architect/Engineer Selection Process (Qualification based – Informal)
Firms that were considered: All pre-qualified Civil Engineering Firms

Architect/Engineer firms that submitted RFQ packages:
Firm was selected thru informal process
Final Selection:

Alan Shubert, P.E., City Engineer
Irene Ramirez, P.E., Assistant City Engineer
Javier Reyes, P.E., Engineer Division Manager
Samuel Rodriguez, P.E., Engineering Division Manager

Date Final ranking was submitted: March 19, 2009

Date firms were notified in writing of final selection: March 19, 2009

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ **day of** _____, **2009** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **CSA Design Group, Inc.** a Texas Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as " **PASODALE SUBDIVISION PHASE IV,"** hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; and

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

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

ARTICLE I.
ATTACHMENTS

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

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

ARTICLE II.
PROJECT

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

2.2 In completion of such phases, the Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under the Design Phase of this Agreement. Such Guidelines are available in the Engineering Department.

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

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five working days time period.

ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed TWO HUNDRED ELEVEN THOUSAND NINE HUNDRED ELEVEN **AND 00/100 DOLLARS ($211,911.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".** If authorized by the City Engineer, prior to the performance of such services, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed $50,000.00. Additional Services exceeding $50.000.00 must have prior approval by City Council through written amendment to this Agreement. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B".**

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates **FIVE MILLION AND 00/100 DOLLARS ($5,000,000.00)** 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". FOR REQUIREMENTS CONTRACTS ONLY:** The term of this Agreement shall be for a period not to exceed N/A ( ) **consecutive calendar days**, except as specifically noted herein.

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

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

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

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

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further,

the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V.
INSURANCE AND INDEMNIFICATION

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

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

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

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

a) **COMMERCIAL GENERAL LIABILITY**
Personal Injury or Death
$500,000.00 for one person or occurrence
$1,000,000.00 for two or more persons or occurrences

Property Damage
$500,000.00 per occurrence

General Aggregate
$1,000,000.00

b) **AUTOMOBILE LIABILITY**
Combined Single Limit

$1,000,000.00 per accident

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

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

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

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

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

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

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and

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

ARTICLE VI.
FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT.

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

ARTICLE VII.
GENERAL PROVISIONS

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

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

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

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

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

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for

approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

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

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

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

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

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:	CSA Design Group, Inc. Attn: John C. Karlsruher, P.E., Principal 1845 Northwestern Dr. Ste. C El Paso, Texas 79912

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

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

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations,

representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Joyce Wilson, City Manager

CONSULTANT:
CSA Design Group, Inc.

By: _____
Title: Principal

APPROVED AS TO FORM:

Mark Shoesmith
Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(Acknowledgements on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

THE STATE OF TEXAS §
§
COUNTY OF El PASO §

This instrument was acknowledged before me on this 11 day of May, 2009, by **John C. Karlsruher, P.E.,** as **Principal** of **CSA Design Group, Inc.**.

Eva Medrano
Notary Public, State of Texas

My commission expires:

2-2-2012

EVA MEDRANO
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
02-02-2012

PROJECT SCOPE

TITLE: Pasodale Subdivision Phase IV Street Improvements-

LOCATION: Yale from Pinon to Playa Drain
Princeton from Valley View to Greggerson
Tulane from Valley View to Greggerson
Valley View from Pasodale to Greggerson
Greggerson from Pasodale to Valley View
El Paso, Texas

CONSTRUCTION BUDGET:

To Be Determined

GENERAL DESCRIPTION:
The consultant shall prepare construction documents for street improvements on Yale from Pinon to Playa Drain, Princeton from Valley View to Greggerson, Tulane from Valley View to Greggerson, Valley View from Pasodale to Greggerson, and Greggerson from Pasodale to Valley View. Demolition consists of removing existing sidewalk, driveways, ramps, curb and gutter (standard and rolled), header curb, guardrails, existing drainage structures (if necessary), and existing pavement structures. Drainage improvements consist of installing new underground storm sewer system with inlets that shall discharge into the existing storm sewer. The design shall take into account drainage runoff from intersecting streets. Parkway improvements consists of ADA compliant sidewalks and driveways stem walls, standard curb and gutter, fence improvements, and ADA ramp improvements. Roadway improvements consists of a new roadway pavement structure that shall consist of Hot Mix Asphaltic Concrete (HMAC), with base course and compacted or cement stabilized subgrade. Traffic improvements consist of new traffic signs, and striping. All design should meet engineering standards and all applicable local codes and requirements.

OBJECTIVE:

The primary objective is to improve the quality of life for the Pasodale Subdivision Phase IV residents. This project shall resolve serious drainage problems in the area. The project shall also address serious accessibility problems that exist.

1.0 SERVICES REQUIRED:

1.1 Investigation:
All investigations, include but are not limited to geotechnical, utility coordination, drainage, the need for new utility service lines and utility easements 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**

El Paso County Water Improvement District No. 1. The consultant shall investigate El Paso County Water Improvement District No. 1 requirements for placing an underground storm sewer outlet on the Playa Drain. The consultant shall be responsible to prepare the outlet structure construction structures both on City datum and Water District datum. The City of El Paso Engineering Department shall be responsible to present plans and approval from the Water District.

1.2 Design:

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

The consultant shall comply with the City of El Paso Subdivision Design Standards, Drainage Manual, and Grading Ordinance. However the City of El Paso in this project has determined that the Consultant shall comply and pay special attention to the following design criteria.

- Street and contributing watershed areas shall be designed for 50 year storm frequency. This requirement exceeds the current code requirements. The underground storm sewer shall have or exceed the capacity of a 50 year storm frequency.

- No more than 25 cfs shall be allowed as surface runoff on streets. This requirement exceeds the current code requirements.

- All roadway longitudinal slopes shall comply with the following.

  - No less than 0.5% slope
  - No more than 11% slope

- All roadway cross sectional slopes shall be 2%.

- Concrete valley gutters shall be placed on inverted streets.

- Concrete valley gutters shall be placed on all drainage flow routes.

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 responding to all questions from the contractor (RFI), and producing a set of reproducible (24"X36") "as-built" both in hard copy and electronic media.

1.4 Soils Investigation:
The pavement recommendation will be provided by the City.

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

1.7 Surveys
The designer shall provide all topographic and horizontal surveys for this project.

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

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

1.10 Storm Water Pollution Prevention Plan

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

1.11 Utility Services

The consultant shall prepare construction documents for new sanitary sewer services lines for all lots including existing services and in vacant lots. The purpose is to avoid future pavement cuts on the new roadway. The design of the sanitary sewer service line shall extend from the sanitary sewer service main to the right of way line. The design shall include any special connections if necessary such as utility vaults, joints, etc.. The consultant in behalf of the City of El Paso shall request from all utility companies new service lines from utility mains to right of way line on both existing services and vacant lots. Each utility company shall do the design and construction of the new service lines except for the sanitary sewer service lines. However each utility company can request that the City of El Paso include as part of the Street improvement bid package the new service lines provided that the utility company sign an agreement with the City and funding is provided. The consultant shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. The consultant shall complete all design and coordination efforts with utility companies when the final design is submitted.

1.12 Utility Coordination

The consultant shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The consultant shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the consultant and utility companies the need and extent of relocation shall be determined. If a dispute arises the consultant shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The consultant in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However each utility company can request that the City of El Paso include as part of the Street improvement bid package the relocation of their utility lines provided that the utility company sign an agreement with the City and funding is provided. The consultant

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

1.13 Public Involvement

The consultant shall advise City of El Paso Engineering Department Project Manager of effects improvements shall have on private property. The consultant shall be sympathetic to affected residents and design shall reflect as much as possible minimal disturbance to their property. The City of El Paso Engineering Department Project Manager shall be responsible to obtain right of entries on work that is being performed on private property

1.14 Traffic and Pedestrian Control Plan

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

However consultant shall prepare traffic and pedestrian control plans with TXDOT approval for Doniphan Drive-Galindo Drive entrance.

1.15 Construction Sequencing Plan

The consultant shall be responsible to prepare a construction sequencing plan and submit it at all design phase submittals for review. The street improvement project shall be broken down in different phases. Each phase shall be for a portion of street adjacent to a block less than 450 feet. At no time shall more than two phases equaling more than 900 feet be constructed concurrently. Streets that are continuous and exceeds 450 feet but are less than 900 feet between intersections shall be considered as one phase and shall be done solely and not concurrently without phases. No phase shall exceed 900 feet of street improvements. Special consideration and notes shall be specified on plans allowing contractor to work out of phase area for utility relocations. Pavement skin patches shall be allowed on areas being worked out of phases but will be reconstructed in another phase. The City of El Paso shall decide the

sequence of which phases will be done first and at the end. The contractor shall not be given this option.

1.16 Construction Schedule

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

2.0 PRODUCTS REQUIRED:

2.1 Drawings:

A. Preliminary Design:

Upon the completion preliminary design phase, the designer shall submit ten (10) copies of the preliminary design documents and cost estimates for approval. The consultant shall produce separate copies for El Paso County Water Improvement District No. 1. The amount and size of copies to Water District shall be according to Water District requirements. The consultant shall upload documents for electronic review. If the Owner does not approve the preliminary design documents, the designer shall furnish five (5) copies of the resubmitted design documents.

B. Pre-Final Design:

Upon the completion of pre-final design phase, the designer shall submit ten (10) copies of the pre-final design phase documents. The consultant shall provide separate copies to the El Paso County Water Improvement District No. 1 for review and approval. The amount and size of copies to Water District shall be according to Water District requirements. The consultant shall upload documents for electronic review. If the Owner does not approve the pre-final design documents, the designer shall submit five (5) copies of the resubmitted pre-final design documents. Additionally, the designer should submit three (3) copies of the Specifications and three (3) copies of the design analysis.

C. Final Design:

Upon the completion of final design phase, the designer shall furnish to the Owner three (3) copies of final design documents and specifications for review. The consultant shall provide separate copies to the El Paso County Water Improvement District No. 1 for review and approval. The amount and size of copies to Water District shall be according to Water District. The consultant shall upload documents for electronic review. Upon the approval of the final design documents, the designer should

furnish the Owner thirty (30) copies of the final design documents and specifications for bidding.

2.2 Specifications:
All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats.

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

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

2.5 Reproduction
The designer shall be responsible to provide all printing for the different phases, for code review requirements, and El Paso County Water Improvement District No. 1review. For bidding consultant shall be responsible to provide thirty sets of El Paso Water Utilities improvements and include them in construction drawing bidding sets.

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

2.7 Construction Observation Services
The following are the construction services required by the designer. The designer shall be responsible to provide written answers to requests for information (RFI's). The consultant shall assure that ADA consultant perform inspection by or before punch list walk-thru. The designer shall provide both hard copies and electronic format CDs of the as-built plans, which include specifications and all attachments.

3.0 GENERAL REQUIREMENTS AND CRITERIA:

3.1 Design must meet all applicable City Codes and Ordinances.

3.2 Design must comply with Engineering Department Guidelines.

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

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

4.0 OTHER CONSIDERATIONS:

4.1 Work to be coordinated with the Engineering Department

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

5.0 PROJECT SCHEDULE:

Preliminary Design Phase:	70 days
Pre-Final Design Phase:	30 days
Final Design Phase:	14 days

ATTACHMENT B

csa design group, inc.

www.csaengineers.com

1845 Northwestern Dr. Ste C
El Paso, Texas 79912

tel 915.877.4155
fax 915.877.4334

March 30, 2009

Mr. Sam Rodriguez, P.E.
City of El Paso – Program Management
2 Civic Center Plaza – 4th Floor
El Paso, Texas 79901

Re: Fee Proposal for Professional Services –
Pasodale Subdivision Phase IV – Street Improvements

Mr. Rodriguez:

CSA Design Group Inc. has reviewed the Scope of Work for the Pasodale Subdivision Phase IV Street Improvements. We will provide you with the services required to improve the neighborhood's street and drainage infrastructure in accordance with the project's intent. The enclosed scope of work and fees are based on the direction and comments as discussed during our scoping meeting.

The proposed schedule for these services will be as follows:

Preliminary Design Phase	70 calendar days
Prefinal Design Phase	30 calendar days
Final Design Phase	14 calendar days
Bidding Phase	30 calendar days
Construction Phase	240 calendar days

Please be aware that the above mentioned time frame excludes review periods and NTP's will be required for each phase. We are available to start our services immediately after receiving the Notice to Proceed. Submittals will be made as described under the standard contract requirements.

We propose to subcontract with the following subconsultants:

Robert Seipel Associates, Inc for surveying services.
Julie Ericson Gereda AIA for TAS plan reviews.
Geotechnical services and recommendations to be provided by City on Call Geo-Engineer.

RECEIVED
MAR 30 2009
ENGINEERING DEPT.

CSA Design Group will provide the services structured by tasks (listed below) in accordance with the scope of work. The tasks objectives are to improve the infrastructure of the subdivision in order to alleviate drainage problem in conjunction with the other Consulting firms.

Task 1 – Design Package

CSA will provide a Design package for the construction of the infrastructure improvements which will include the demolition, roadway and drainage improvements, utility renovations (PSB) and ADA accessibility. The Task 1 package shall be completed and will follow the preliminary, prefinal and final designs. The package shall be structured to contain, but not limited to:

(1) Cover Sheet
(1) General Notes Sheet
(1) Horizontal Control Sheet
(14) Existing Condition Sheets
(14) Demolition Sheets
(14) Street Plan and Profile Sheets
(14) Street Cross-section sheets
(14) Storm Sewer Plan and Profile Sheets
(10) Signage and Striping Sheets
(4) Typical Detail Sheets
(10) Storm Water Pollution Prevention Plans
(?) Utility Sheets (PSB)

Task 1 – Lump Sum Fee - $152,093.00

Task 2 – Bidding Phase Services

CSA will provide the services for the Bidding Phase which will include attending Pre-Bid and Pre-Construction meetings. We will prepare and evaluate pre-bid questions and prepare recommendations for the Contractor's bids.

Task 2 – Estimate for Time and Materials - $3,978.00

Task 3 – Construction Phase Services

CSA will provide the services for the construction phase which will include attending construction meetings, reviewing construction submittals and clarifying contractor questions. CSA will also provide substantial completion and completion walk through as well as preparing as-built information as per standard contract requirements.

Task 3 – Estimate for Time and Materials - $55,840.00

Aside from these tasks, we will perform neighborhood meetings and coordinate with the residents to minimize construction impacts. Regular input from your staff is welcomed, as they will be kept informed during the duration of the project.

We thank you for the opportunity in allowing CSA Design Group to submit this fee proposal on this project. If you have any questions or concerns please feel free to contact.

Sincerely,

John C. Karlsruher, P.E.
Principal

ATTACHMENT A

CSA Consulting Engineers

CLIENT: City of El Paso 3/30/2009

PROJECT: Pasodale Improvements Phase IV

JOB COST WORKSHEET

RATES:

Principal	Project Mgr.	Project Engr.	Sr. Tech.	Tech.	Clerical
$175.00	$135.00	$100.00	$70.00	$60.00	$45.00

	ESTIMATED MANHOURS BY CLASSIFICATION							
STAGE 1 DESIGN PHASE								
SUB-TASK DESCRIPTION	Principal	Project Mgr.	Project Engr.	Sr. Tech.	Tech	Clerical	Total Mh.	Mh. Cost
Research	0.0	6.0	8.0	5.0	5.0	2.0	26.0	$2,350.00
Project Coordination	2.0	40.0	12.0	2.0	2.0	2.0	60.0	$7,300.00
Utility Coordination	0.0	8.0	24.0	10.0	4.0	2.0	48.0	$4,510.00
Site Visits	0.0	4.0	12.0	4.0	0.0	0.0	20.0	$2,020.00
Meetings	2.0	40.0	24.0	0.0	0.0	2.0	68.0	$8,240.00
X-Ref Background	0.0	2.0	10.0	32.0	16.0	0.0	60.0	$4,470.00
Existing Conditions	0.0	1.0	2.0	80.0	36.0	0.0	119.0	$8,095.00
Demo	0.0	15.0	20.0	80.0	36.0	0.0	151.0	$11,785.00
Signage & striping	1.0	18.0	24.0	80.0	36.0	0.0	159.0	$12,765.00
Street P&P	1.0	30.0	40.0	80.0	36.0	0.0	187.0	$15,985.00
X-Sections	1.0	8.0	16.0	50.0	90.0	0.0	165.0	$11,755.00
Storm Sewer P&P	1.0	24.0	40.0	80.0	36.0	0.0	181.0	$15,175.00
Details	1.0	2.0	4.0	20.0	16.0	0.0	43.0	$3,205.00
SW3P	1.0	2.0	4.0	50.0	20.0	0.0	77.0	$5,545.00
								$0.00
TOTAL HOURS	10.0	200.0	240.0	573.0	333.0	8.0	1364.0	1,364.0
SUBTOTAL LABOR COSTS	$1,750.00	$27,000.00	$24,000.00	$40,110.00	$19,980.00	$360.00		$113,200.00

DIRECT COSTS	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSULTANTS:				
Surveying	LS	1.05	$25,500.0	$26,775.0
Geotechnical	LS	1.05	$0.0	$0.0
Structural	LS	1.05	$0.0	$0.0
TDLR	LS	1.05	$1,575.0	$1,653.8
REIMBURSABLE EXPENSES:				
Automobile Mileage	LS	300.0	$0.55	$165.0
Reproduction and Printing	LS	1.0	$9,000.0	$9,000.0
Long Distance Telephone and Fax	LS	0.0	$0.0	$0.0
Misc. Plans and Maps	LS	1.0	$300.0	$300.0
EPCWID #1 permit fee	LS	1.0	$1,000.0	$1,000.0
SUBTOTAL DIRECT COSTS				$38,893.8

DESIGN PHASE TOTAL **$152,093.75**

ATTACHMENT B

STAGE 2 BIDDING PHASE								
SUB-TASK DESCRIPTION	Principal	Project Mgr.	Project Engr.	Sr. Tech.	Tech.	Clerical	Total Mh.	Mh. Cost
Pre-Bid Activities	0.0	7.0	7.0	0.0	0.0	2.0	16.0	$1,735.00
Bid Evaluation & Recommendations	0.0	5.0	5.0	0.0	0.0	0.0	10.0	$1,175.00
Pre-Bid/Pre-Construction Meetings	0.0	4.0	4.0	0.0	0.0	1.0	9.0	$985.00
								$0.00
TOTAL HOURS	0.0	16.0	16.0	0.0	0.0	3.0	35.0	35.0
SUBTOTAL LABOR COSTS	$0.00	$2,160.00	$1,600.00	$0.00	$0.00	$135.00		$3,895.00

DIRECT COSTS	UNIT	QUANTITY	UNIT PRICE	TOTAL
REIMBURSABLE EXPENSES:				
Automobile Mileage	LS	150.0	$0.55	$82.5
SUBTOTAL DIRECT COSTS				$82.5

BIDDING PHASE TOTAL **$3,977.50**

STAGE 3 CONSTRUCTION PHASE								
SUB-TASK DESCRIPTION	Principal	Project Mgr.	Project Engr.	Sr. Tech.	Tech.	Clerical	Total Mh.	Mh. Cost
Shop Drawings Review	0.0	12.0	18.0	0.0	0.0	1.0	31.0	$3,465.00
Review Pay Apps	0.0	8.0	12.0	2.0	2.0	2.0	26.0	$2,630.00
Field Observation Visit and Reports	0.0	24.0	96.0	0.0	0.0	1.0	121.0	$12,885.00
Substantial Comp. Inspection & punchlist	0.0	8.0	16.0	0.0	0.0	1.0	25.0	$2,725.00
Final Inspection	0.0	8.0	8.0	0.0	0.0	1.0	17.0	$1,925.00
Utility Coordination	0.0	8.0	32.0	0.0	0.0	1.0	41.0	$4,325.00
Record Drawings	1.0	8.0	24.0	16.0	20.0	0.0	69.0	$5,975.00
RFI/Field Clarifications	1.0	4.0	16.0	4.0	20.0	1.0	46.0	$3,840.00
Change Order Items	4.0	8.0	10.0	4.0	20.0	1.0	47.0	$4,305.00
Project Management	26.0	32.0	32.0	0.0	0.0	1.0	91.0	$12,115.00
								$0.00
TOTAL HOURS	32.0	120.0	264.0	26.0	62.0	10.0	514.0	514.0
SUBTOTAL LABOR COSTS	$5,600.00	$16,200.00	$26,400.00	$1,820.00	$3,720.00	$450.00		$54,190.00

DIRECT COSTS	UNIT	QUANTITY	UNIT PRICE	TOTAL
REIMBURSABLE EXPENSES:				
Automobile Mileage	LS	3000.0	$0.55	$1,650.0
SUBTOTAL DIRECT COSTS				$1,650.0

CONSTRUCTION PHASE TOTAL **$55,840.00**

ATTACHMENT B

ATTACHMENT B

CITY OF EL PASO
Cost Proposal Summary

CSA Design Group Inc
24-Apr-09

PROJECT: **Pasodale Subdivision IV Street Improvements**

Report Phase	N/A		
Calendar/Working Days			
Preliminary Design Phase			
Calendar/Working Days	70 calendar days		$96,775.00
Prefinal Design Phase			
Calendar/Working Days	30 calendar days		$31,300.00
Final Design Phase			
Calendar/Working Days	14 calendar days		$24,018.00
SUBTOTAL - LUMP SUM		$	152,093.00
Bidding Phase	30 calendar days		$3,978.00
Construction Phase	240 calendar days		$55,840.00
SUBTOTAL - TIME AND MATERIALS		$	59,818.00
TOTAL FEE		$	211,911.00

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "**PASODALE SUBDIVISION PHASE IV**," 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.

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

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

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

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

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

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

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

9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall

furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

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.

4. Prepare proposal forms.

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

PHASE III - FINAL DESIGN PHASE

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

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

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

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

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

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

CONSTRUCTION PHASE

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

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

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

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

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

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

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

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

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

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

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

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

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

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

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

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

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

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

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

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

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

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

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

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

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

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

RESIDENT PROJECT SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as **"(PASODALE SUBDIVISION PHASE IV)"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **(TWO HUNDRED THOUSAND NINE HUNDRED ELEVEN) 00/100 DOLLARS ($211,911.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

	Fixed fee Payment to Consultant
Report Phase	**$N/A**
Preliminary Design Phase	**$96,775.00**
Pre-Final Design Phase	**$31,300.00**
Final Design Phase	**$24,018.00**

Bidding Phase	**Time and Materials**	**Proposal Estimated Amount $3,978.00**
Construction Phase	**Time and Materials**	**Proposal Estimated Amount $55,840.00**

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

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

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **five copies** of the Preliminary Study and Report shall be submitted within N/A **consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **fifteen copies** of any required documents and opinion of probable construction costs shall be submitted within **70 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten copies** the required documents and services shall be submitted within **30 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **14 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **thirty copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **3 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

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

PHASE V - CONSTRUCTION PHASE

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

ATTACHMENT E

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID M1 CSADE-1 | DATE (MM/DD/YYYY) 04/29/09

PRODUCER

Commercial Ins. Brokers, Inc.
4150 Rio Bravo, Suite 209
El Paso TX 79902
Phone: 915-532-9500 Fax: 915-532-9501

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

CSA Design Group Inc
CSA Consulting Engineers, Inc.
1845 Northwestern Dr Ste C
El Paso TX 79912

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Insurance Company	
INSURER B:	Hallmark General Agency	
INSURER C:	Texas Mutual Insurance Co.	
INSURER D:	Admiral Insurance Company	
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		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	46SBAVC1817	11/10/08	11/10/09	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	44CL447347-02	11/10/08	11/10/09	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	$ $ $
A		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	46SBAVC1817	11/10/08	11/10/09	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	TSF1160963	08/31/08	08/31/09	[X] 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
D		OTHER Professional Liability	EO00000251307	08/12/08	08/12/09	Ea Claim Aggregate	1,000,000 1,000,000

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

RE: Pasodale Subdivision Phase IV Street Improvements

See Attached

CERTIFICATE HOLDER

City of El Paso
Engineering Department
2 Civic Center Plaza
El Paso TX 79901

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

Ken Rosenath L. Fu

ACORD 25 (2001/08)

© ACORD CORPORATION 1

ATTACHMENT E

NOTEPAD: HOLDER CODE | INSURED'S NAME CSA Design Group Inc | C8ADE-1 | OP ID M1 | PAGE 2 | DATE 04/29/09

City of El Paso is Additional Insured under the General Liability and Auto Liability policies. A Waiver of Subrogation is included in favor of the City of El Paso under the General Liability, Auto Liability and Workers' Compensation policies.
The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the City of El Paso

Attachment E

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

CSA DESIGN GROUP, INC.
File Number: 800626831

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/13/2006

Effective: 03/13/2006

Roger Williams
Secretary of State