

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

DEPARTMENT: **Engineering**

AGENDA DATE: **July 13, 2010**

CONTACT PERSON NAME AND PHONE NUMBER: **R. Alan Shubert, P.E., City Engineer X4423**

DISTRICT(S) AFFECTED: **5 & 7**

SUBJECT:

That the City Manager be authorized to sign the Agreement for Professional Engineering Services by and between the City of El Paso and Brock & Bustillos, Inc., a Texas Corporation, for a project known as "Montwood Street and Drainage Improvements" in the amount of six hundred ten thousand eight hundred fifty seven 38/100 dollars (\$610,857.38) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for to a total of contract amount not to exceed six hundred sixty thousand eight hundred fifty seven and 38/100 dollars (\$660,857.38).

BACKGROUND / DISCUSSION:

The consultant shall provide construction plans for the reconstruction of Montwood, sidewalks, and bus stops from McRae to Windrock and include additional work on Windrock. Pavement improvements shall consist of reinforced concrete pavement with an alternate design for Hot Mix Asphaltic Concrete (HMAC), with base course and compacted or cement stabilized subgrade. Drainage improvements shall consist of managing surface flow and storm sewer systems. The design shall take into account drainage runoff from intersecting streets. Parkway improvements shall include ADA compliant sidewalks, driveways, stem walls, standard curb and gutter, ADA ramps and bus stops. Traffic improvements consist of street signs and striping. All design shall meet engineering standards and all applicable local codes and requirements.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

2010 Certificates of Obligation

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

Summary

Project Name: Montwood Street and Drainage Improvements

District: 5 & 7

Scope of work:

GENERAL DESCRIPTION:

GENERAL DESCRIPTION:

The consultant shall provide construction plans for the reconstruction of Montwood, sidewalks, and bus stops from McRae to Windrock. Pavement improvements shall consist of reinforced concrete pavement with an alternate design of Hot Mix Asphaltic Concrete (HMAC), with base course and compacted or cement stabilized subgrade. Drainage improvements shall consist of managing surface flow and storm sewer systems. The design shall take into account drainage runoff from intersecting street. Parkway improvements consist of ADA compliant sidewalks, driveways, stem walls, standard curb and gutter, ADA ramps and bus stops. Traffic improvements consist of street signs and striping. All design shall meet engineering standards and all applicable local codes and requirements.

OBJECTIVE:

The primary objective of the project is to reconstruct Montwood Dr, improve the drainage and provide accessible sidewalks/ramps.

Department Requesting Service: Engineering

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

Request for Qualification Notification Date: March 12, 2010

Firms that were notified: All pre-qualified Civil Engineering firms

Request for Qualification Due Date: March 26, 2010

Architect/Engineer firms that submitted RFQ packages:

**Brock & Bustillos
SLI
CEA
AIA
CSA
P S & C
Moreno Cardenas
Huitt-Zollars
Conde
ESSCO
FXSA
Entech
Smith
Plaza**

Architect Engineer Short List Selection Committee Members:

**Javier Reyes, P.E., Engineering Division Manager
Johanes Makahaube, P.E., Engineering Division Manager
Martin Noriega, P.E., Flood Plain Coordinator
Julian Rodriguez, Engineering Associate
Sergio Reyes, Engineering Associate**

Date Final ranking was submitted: April 14, 2010

Architect Engineer Presentation Selection Committee Members

Alan Shubert, P.E., City Engineer
Irene Ramirez, P.E., Assistant City Engineer
Ted Marquez, P.E., Assistant City Engineer
Sam Rodriguez, P.E., Engineering Division Manager
Harold Kutz, P.E., Division Manager

Final Ranking of Firms

Firm	Rank	Outcome
Brock & Bustillos	1	Finalist
CEA	2	Not Selected
SLI	3	Not Selected
AIA	4	Not Selected

Date firms were notified in writing of final selection: April 15, 2010

RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Professional Engineering Services by and between the City of El Paso and Brock & Bustillos, Inc., a Texas Corporation, for a project known as "Montwood Street and Drainage Improvements" in the amount of six hundred ten thousand eight hundred fifty seven 38/100 dollars (\$610,857.38) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for to a total of contract amount not to exceed six hundred sixty thousand eight hundred fifty seven and 38/100 dollars (\$660,857.38).

ADOPTED THIS _____ DAY OF _____ 2010.

CITY OF EL PASO:

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

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this [redacted] day of [redacted], 2010 by and between the **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 Brock & Bustillos, 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 "**MONTWOOD STREET AND DRAINAGE IMPROVEMENTS**," 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 **SIX HUNDRED TEN THOUSAND EIGHT HUNDRED FIFTY SEVEN AND 38/100 DOLLARS (\$610,857.38)** 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 **SIX MILLION 00/100 DOLLARS (\$6,000,000.00)** 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: N/A** The term of this Agreement shall be for a period not to exceed N/A **consecutive calendar days**, except as specifically noted herein.

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

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

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

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

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

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

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

\$1,000,000.00 per accident

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

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

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

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

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

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

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

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

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

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT.

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

**ARTICLE VII.
GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

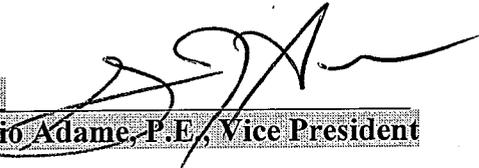
representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

CONSULTANT:
AIA Engineers, Ltd.

By: 
Sergio Adame, P.E., Vice President

APPROVED AS TO FORM:


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 _____, 2010, by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §

§

COUNTY OF EI PASO §

This instrument was acknowledged before me on this 1 day of July, 2010, by Sergio Adame, P.E., Vice President of Brock & Bustillos, Inc.

Eva Medrano
Notary Public, State of Texas

My commission expires:

2-2-2012



GENERAL**SCOPE OF SERVICES**

The City of El Paso will be reconstructing a portion of Montwood Drive. The portion of roadway that will be reconstructed is as follows:

- Montwood Drive, from McRae Blvd. to Woodside Street.

A portion of roadway surface to be disturbed and restored for the construction of the underground storm drainage infrastructure is as follows:

- Windrock Street, from Montwood Drive to Buckwood Street.

The portion of roadway that will be evaluated and adapted as an alternate for milling and HMAC resurfacing or reconstruction with concrete pavement is as follows:

- Montwood Drive, from Windrock Street to Zanzibar Drive; and
- Approximately 150-feet into all Montwood minor connecting streets.

The project will consist of preparing construction documents for drainage, roadway, median, parkway, street lighting infrastructure, landscaping infrastructure, traffic mobility infrastructure, signing, striping, Storm Water Pollution Prevention Plan (SWPPP) and traffic control plans. The project will be designed with concrete pavement. However, provisions will be made to allow for HMAC pavement to be included in the design as an alternate bid. Improvements will consist of the roadway section, from face of building to face of existing buildings. No adjustments will be made for right-of-way encroachments. Green concepts will be addressed by evaluating the use of recycled asphalt for base throughout the project.

Sidewalks, bus stops and intersection ramps shall be designed in conformance with ADA policies and other accessibility standards, such as the Texas Accessibility Standards. Bike lanes will be evaluated to see if they can be fit into the Montwood cross-section.

The drainage area will be defined and evaluated to determine expected storm water flows and the proposed drainage improvements will conform to the COEP Master Drainage Plan. This will be coordinated with the EPWU Storm Water Division.

Traffic infrastructure shall address traffic signal synchronization and updates to the existing interconnect system. The school-zone flashers at Eastwood High School will be replaced and integrated into the COEP interconnect system. The IT Department will be coordinated with for any conduit or IT requirements. A new traffic surveillance camera will be designed for the intersection of Montwood Drive and McRae Blvd. This new camera will be integrated with the overall interconnect system. The consultant will coordinate with TXDOT, as required, for the preparation of all improvements necessary on McRae Blvd. The Wedgewood and Montwood traffic signal will be evaluated for total replacement or partial reconstruction with at least upgrading the underground conduit system, vivids and countdown/audible pedestrian heads.

Utility relocation coordination will be limited to coordinating with the appropriate facility owners. The consultant will perform subsurface utility exploration, as detailed in this scope of services,

ATTACHMENT A

share the findings with the respect utilities, but will not prepare any utility improvements plans. All utility relocation will be the responsibility of the respective utility owner.

Bus stops from McRae to Windrock will be reconstructed and coordinated with Sun Metro as to the shelter scheme to be utilized. No BRT system infrastructure will be evaluated or contemplated, as Montwood has not been designated as a BRT Route by the City.

Existing property encroachments will be evaluated for potential COEP action and/or remediation. Any encroachment remediation will be evaluated with the COEP on a case-by-case basis and performed as additional services.

EXHIBIT A

**SCOPE OF SERVICES TO BE PROVIDED
BY THE CITY OF EL PASO**

Sub Task A010: Project Management

1. Provide all existing information, including—but not limited to—project limits, existing improvement plans, concept plans, master drainage plans, drainage information, plats, boundary information, existing signal layouts, monument location,
2. Review submittals for timely continuation of project.
3. Distribute submittals to appropriate City and state (TXDOT) personnel for comment and review. Provide Consultant with all comments, and clarify conflicting comments.

Sub Task A020: Public Involvement

1. Attend any meeting involving the public. The City of El Paso will provide/distribute invitations to the appropriate City personnel required to attend meetings.

Sub Task A030: Environmental Reports

1. Review and compile comments from TXDOT and City personnel. Resolve conflicts in the comments and provide direction for completion.
2. Provide environmental clearance on any issues that come up with the services of the COEP's environmental consultant.

Sub Task A040: Field Surveys and Right-Of-Way Maps

1. Provide all existing data including boundary information, project limits, and monument information.

Sub Task A050: Subsurface Utility Mapping (SUM) & Subsurface Utility Engineering (SUE)

1. The City of El Paso (EPWU) will provide the camera inspection of the sewer lines throughout the project.
2. Coordinate with consultant for the location of test holes.

Sub Task A060: Route and Design Studies

1. Review submittals and compile comments.

Sub Task B070: Geotechnical and Soils Evaluation

1. The COEP shall be responsible for assisting CQC to obtain all permits and permissions, as required to perform our field services within the boring locations.

2. Review submittals and compile comments.

Sub Task A080: Roadway Design Controls

1. Review and approve design requirements and design criteria.

Sub Task A090: Drainage Evaluation & Design

3. Provide all existing drainage information and drainage design criteria.
4. COEP is expected to submit NOI to TCEQ for processing.
5. Upon commencement of the construction, COEP shall implement the SWPPP.

Sub Task A100: Signage, Striping and Traffic Signalization

1. Provide new signing and striping requirements.
2. Provide direction for sign replacement and protection, including new street parking regulations.
3. Provide current traffic counts for each of the 2 signalized intersections.

Sub Task A110: Traffic Control Plans and Construction Sequencing

1. Compile comments from TXDOT and the City of El Paso. Clarify direction and comments.

Sub Task A120: Electrical and Illumination Review & Design

1. Provide illumination requirements and review plans.

Sub Task A130: Roadway Aesthetics

1. Review and approve design requirements and design criteria.
2. Notify the Consultant whether a Public Art Component will be part of this project.

Sub Task A140: Technical Specifications

1. Review and approve specifications.
2. Provide front-end documentation for specification reproduction.
3. Provide new construction document format.

Sub Task A150: Opinions of Probable Construction Cost

1. Review and approve opinions of probable construction costs.
2. Review plans for adherence to project budget and determine priority items.

Sub Task A160: Contract Document Deliverables

1. Adhere to the number of sets described in sub task B160.
2. City will provide a PO # for construction set reproduction.

Sub Task A170: Construction Administration Services

1. Provide consultant with proper information for bid evaluation.

Sub Task A180: Field Engineering and Inspection Services

1. Field Engineering and Inspection Services may require the Consultant's involvement during construction. The COEP should notify the Consultant of any major issues as they arise so the Consultant can assist the COEP in finding the best solution.

EXHIBIT B

**SCOPE OF SERVICES TO BE
PROVIDED BY THE CONSULTANT**

Sub Task B010: Project Management

1. Coordinate all activities with the City of El Paso – Engineering Department (City) and with other local, state and federal agencies as necessary.
2. Administer all phases of the project including preparation of invoices, contract/sub-contract administration, monthly progress reports and weekly progress meetings with the design team.
3. Meet with City on a scheduled basis to review project progress.
4. Assign experienced staff members the responsibility of developing the procedures to be implemented during the project as well as preparing the work and to assure compliance with City policies and procedures as well as assuring that work is accomplished correctly and on time.

Sub Task B020: Public Involvement

1. Public involvement procedures will be limited to attending up to five public meeting and one public hearing during the design phase of the project.
2. Prepare presentation material in reference to phasing and project objectives for public meeting.
3. Provide meeting minutes concerning design issues for the City.

~~**Sub Task B030: Environmental Reports**~~

- ~~1. Inform the COEP of if any environmental concerns are discovered during field surveys or geotechnical investigations.~~
- ~~2. Coordinate with COEP environmental consultant for any remediation measures required to be incorporated into the design drawings.~~

Sub Task B040: Field Surveys and Right-Of-Way Maps

1. Locate existing city monuments, identified by the City, within the project limits.
2. Establish a horizontal and vertical control network to locate the approximate right-of-way alignments of streets and for construction layout, and tie the horizontal and vertical control network to found city monuments.
3. Prepare a base right-of-way map to concur with generally accepted and approximate private property lines and street/alley rights-of-way (ROW) for the purpose of controlling improvements to the generally accepted and City Approved rights-of-way. This ROW Map will be tied to the found city monuments and the horizontal and vertical control network. The

horizontal coordinates for the survey shall be based on the Texas Central Zone State Plane Coordinate System, North American Datum 1983 (NAD83). The vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88).

4. Prepare a Subsurface Utility Map (SUM) based on available record utility mapping to assist in the coordination between all utility companies and the design team. The due-diligence SUM provided will consist of contacting the applicable utility companies and obtaining whatever available information they provide within the project area. This utility information will be used to begin the preliminary utility map. This initial research and data acquisition is simply a quality level "D" - (QL "D") type of research.
5. The Texas one-call notification center will be contacted after the information has been received by the respective utilities. A field recordation of the TESS locations will be integrated into the preliminary utility map and a comparison of the record utilities to the TESS locations will be reviewed and analyzed for potential discrepancies and unknown or undiscovered utilities. Upon review and analysis, a subsurface utility engineering (SUE) designation recommendation will be formulated and the data on the updated utility map will comprise a quality level "C" (QL "C") preliminary utility map.
6. Perform a field location of visible utilities (i.e., water meters, fire hydrants and valves; natural gas meters; telecomm pedestals; manhole covers; roof drain downspouts; overhead power-line crossings; power-line poles; street illumination poles and standards; and traffic signals.
7. Coordinate underground line spots with El Paso Water Utilities, El Paso Electric Company, Texas Gas Service, AT&T (SBC) Telephone and all other applicable utility companies if potholing service is available by utility.
8. Perform a field location of existing topographic and improvement features (i.e., buildings; sidewalks; parkways; curb and gutter; roadways; storm water inlets; driveways; ADA ramps; parking meters; signage; pedestrian elements; bus-stops; landscape features; trash collection receptacles; mailboxes; etc.)
9. Obtain street cross-sections every 50-feet along baseline, including doorways and stem-walls; utility entrances; driveways; stairs and stoops; sidewalk and parkways; curb and gutters; and roadways.
10. All said improvement data shall be assimilated into the base topographic and improvement survey file.
11. Review the City's GIS property information and conduct a precursory review of the apparent right-of-way maps. Research will focus on apparent property ownership and other pertinent available information (such as recorded easements, use agreements, etc.)
12. Preparation of final parcel plats; metes and bounds descriptions; area computation sheets; proposed construction easement instruments; and final parcel boundary research are not part of this scope.

Sub Task B050: Subsurface Utility Mapping (SUM) & Subsurface Utility Engineering (SUE)

SUM and SUE will be a two-phase process: the designating phase and the locating phase. The locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. The SUE Scope of Work will consist of the following:

1. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
2. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
3. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
 - a. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - b. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 2.54 cm (1.0 inches) unless a more precise tolerance is specified for the specific location being investigated.
 - c. Elevation of existing grade over utility at test hole location.
 - d. Horizontal location referenced to project coordinate datum.
 - e. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - f. Utility facility material(s).
 - g. Utility facility condition.
 - h. Pavement thickness and type.
 - i. Coating/Wrapping information and condition.
 - j. Unusual circumstances or field conditions.
4. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate City/State office.
5. Be responsible for any damage to the utility during the locating process. In the event of damage, Consultant shall stop work, notify the appropriate utility facility owner, client project manager, and appropriate regulatory agencies. Consultant will not resume work until the utility facility owner has determined the corrective action to be taken. Consultant shall be liable for all costs involved in the repair or replacement of the utility facility.
6. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. Consultant shall be responsible for the integrity of the backfill and surface restoration for a period of two years.
7. Furnish and install a permanent above ground marker directly above center line of the utility facility.
8. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, Consultant shall return to correct the condition at no extra charge to the client.

9. Plot utility locate position information to scale and provide a comprehensive utility plan. This information will be provided in AutoCAD format.
10. Designate (QL "B") known utilities under the sidewalks and streets at the following locations:
 - Montwood Drive, from McRae Blvd. to Windrock Street;
 - Montwood Drive, from Windrock Street to Woodside Drive;
 - Montwood Drive, from Woodside Drive to Zanzibar Drive; and
 - Windrock Street, from Montwood Drive to Buckwood Street.
11. Designating of sanitary and storm sewer lines can be performed very efficiently if performed in conjunction with the camera inspection work. This scope does not include any camera inspection work. We will coordinate with the City of El Paso, as required, for EPWU to perform this work and provide it to us.
12. No service connection lines will be exposed to determine exact location of services. The City shall require utility companies modifying their liens to record accurate information for the service connections. If it is determined that additional test holes are required, the excavation of these additional test holes shall be additional services.
13. Mark designated and located utilities to facilitate surveying. Develop a unique numbering system for identifying each utility and prepare field sketches depicting designated and located utilities.
14. Attend utility coordination meetings to review record drawings and SUE plans with utility owners.
15. Attend partnering meetings with TXDOT, with regards to the SUE, if necessary.
16. Deliverables will consist of two hard copies and one electronic copy in ACAD format of the subsurface utility locations for the project limits. Test Hole Data Forms will consist of two hard signed and sealed reproducible copies. A signed and sealed set will be included in the plan set.

Sub Task B060: Sun Metro and Bike Routes

1. Sun Metro Route and Bus Stop Locations:
 - a. Meet with Sun Metro to coordinate locations of bust stops, routes and specific requirements for new standard canopy.
 - b. Maintain records of coordination meeting and distribute to city PM.
 - c. Incorporate requirements into design.
2. Bike Routes:
 - a. Meet with City of El Paso to coordinate bike route requirements.
 - d. Maintain records of coordination meeting and distribute to city PM.

- b. Incorporate requirements into design.

Sub Task B070: Geotechnical and Soils Evaluation

1. Geotechnical investigation:

- a) Based on our review of the proposed project scope of work provided by the COEP, we propose to drill a total of sixteen (16) soil exploration borings within the project limits at intervals of approximately 400 linear feet along Montwood Drive. The soil borings shall be staggered across the median along the west bound and east bound lanes of Montwood Drive. A single boring shall also be completed along Windrock Street, Wedgewood Drive (approximately 150 N. from the intersection with Montwood Drive) and Linum Street (approximately 150 S. from the intersection with Montwood Drive). Our proposed boring locations are shown on the attached Sheets 1 through 3.
- b) In general the borings shall be drilled to a maximum depth of 10 feet or reasonable auger refusal, each below the existing pavement surface elevation at the time of our drilling activities. The borings shall be drilled in general accordance with standard procedures using a truck-mounted rotary-drilling rig utilizing hollow stem augers. During our drilling activities Standard Penetration Tests (SPT's), in accordance with ASTM procedures, shall be collected at discrete intervals to the maximum boring depths to estimate the relative field bearing capacity of the subsurface soils. In conjunction with our penetration tests, soil samples shall be collected using conventional split-spoon sampling techniques or as required based on the encountered soil conditions. In addition, up to four (4) bulk subgrade samples shall be collected from selected boring locations for laboratory California Bearing Ratio (CBR) Testing.
- c) All collected soil samples shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples shall be sealed to prevent moisture loss and transported to our laboratory for further evaluation and soil classification testing. Our soil laboratory tests shall consist of moisture contents, plasticity index tests, sieve analysis and a maximum of two soil swell tests. A single subgrade soil and cement series shall be performed to evaluate the reduction of the soil plasticity index with cement in accordance with ASTM standards.
- d) The borings shall be logged in the field. If groundwater or water seepage is encountered during our field activities, the depth shall be recorded. At the completion of our field operations, each boring shall be backfilled with auger cuttings, surface compacted, and patched with "cold-mix" asphaltic-concrete pavement. If required, horizontal and vertical elevations at each boring location shall be reported, provided that we receive an existing conditions topographic survey of the project area prior to completing our soils investigation report.
- e) CQC shall assist in locating the borings in the field and call Dig Tess.
- f) We anticipate that traffic control shall be required at the time of our drilling activities. As a result, our proposal includes costs to provide cones, signs and barricades to perform our drilling services. Our scope of work does not include lane closures or drilling activities during evening hours or beyond normal business working hours. In the event that these services or working periods are required as a result of permitting requirements, an additional fee proposal shall be submitted to our client for authorization.

2. Soils Investigation Report and Schedule

- a) At the completion of our soil exploration drilling activities, soil evaluation and classification testing, a formal written report shall be prepared for the project and provided to the COEP. Our geotechnical engineering report shall provide soils information with respect to soil classifications, groundwater depth (if encountered), soil modulus of subgrade reaction values, CBR test results, rigid and flexible pavement section design guideline recommendations. In addition, foundation recommendations shall be provided to guide the design of mast arm traffic signal foundations, soil backfill recommendations for the storm sewer and general trench safety guidelines.
- b) Five (5) copies of the final report shall be provided to the COEP. We anticipate that we may commence our drilling activities within five (5) working days from our Client's written notice to proceed. Final reports shall be provided within three (3) weeks after the completion of our drilling activities.

Sub Task B080: Roadway Design Controls

1. Prepare preliminary schematic design indicating roadway geometric features, intersection layouts, sequence and methods of stage construction, signage and lighting requirements, tentative right-of-way limits, typical roadway sections, direction of traffic flow, location and width of median openings, and geometrics of speed change.
2. Compute horizontal and vertical alignment for the proposed roadways.
3. Perform all geometric design in accordance with AASHTO Standards, as approved by the City of El Paso and TXDOT.
4. Prepare roadway section and design cross sections at 50-ft. intervals, or as necessary.
5. Prepare roadway drawings including:
 - Demolition Sheets;
 - Horizontal Control Layout Sheets;
 - Roadway plan/profile sheets;
 - Intersection plan/profile sheets; and,
 - Connecting road plan/profile sheets.
6. Prepare roadway details including:
 - Concrete pavement details/standards;
 - HMAC pavement details/standards;
 - Street signage and striping details/standards;
 - ADA accessible sidewalks, ramps/parkway details/standards;
 - ADA accessible Bus Stops;
 - Connecting street storm sewer stub-outs;
 - Connecting street connections and transitions;
 - Curb details; and,
 - Driveway details/typical sections/standards.

Sub Task B090: Drainage Evaluation & Design

1. Perform a localized and minor hydrologic/hydraulic study (technical memorandum) for the project area during the preliminary design phase in order to determine drainage areas, runoff rates, expected flows and required storm water infrastructure facilities.
2. The technical memorandum will show the employed methodologies, assumptions, and hydraulic computations for required drainage improvements, including any anticipated existing and proposed separate storm water sewer system improvements.
3. The technical memorandum will compare the estimated current capacity of the Eastwood Dam, as compared to its originally incepted capacity. This estimate will be based on the topography of the dam. Opinion and recommendations will include any anticipated de-silting and/or proposed dam/outfall improvements.
4. Identify and develop drainage areas in the form of a drainage plan.
5. Prepare plans (drawings) in AutoCAD format that include:
 - Storm sewer plan/profile sheets (Scale: H: 1" : 50', V: 1" : 5');
 - Drainage conveyance system overall sheet;
 - Detention Dam de-silting overall plan;
 - Drainage structure plan/profile sheets;
 - Drainage details/standards; and,
 - Drainage Computation Sheets.
6. Prepare Storm Water Pollution Prevention Plans (SWPPP) for the project in accordance with the Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ) and the City of El Paso Municipal Code requirements. The SWPPP will be prepared for the proposed project improvements only. The Best Management Practices (BMP) will be utilized for the project improvements only.
7. Prepare an SWPPP binder in accordance with EPA, TCEQ and the City of El Paso municipal code requirements. Client to provide a list of hazardous chemicals that may be used during the Construction period.
8. Address questions directly to the SWPPP for the above referenced Project.
9. Submit SWPPP Application Package to the City of El Paso for review and approval of the submittal, and coordinate the approval or mitigation with the City of El Paso.
10. Prepare the Application package for the Notice of Intent (NOI). Client is expected to submit NOI to TCEQ for processing.

Sub Task B100: Signage, Striping and Traffic Signalization

1. Inventory of the existing traffic control devices. Digital inventory of the existing traffic signal control devices and controllers. Also, digital inventory of the existing traffic signing, markings and parking spaces in place, etc.

The deliverable will be a spreadsheet containing a listing of the recorded observations. The spreadsheet will contain the type and number of traffic control appurtenances, signs, the pavement markings, and the parking spaces.

2. Coordinate with utility companies and city traffic department. Conduct a meeting(s) with each utility which may be impacted by the reconstruction of the existing traffic signals or the installation of the additional interconnect system. Establish a contact person with whom to deal with at every utility for the traffic related inquiries.

The deliverable will be minutes and notes of any meeting(s) held with any of the utilities. These materials will be delivered in PDF format.

3. Traffic signal coordination and provisions. Field verify and coordinate with El Paso Electric Company for the upgrading, modification and relocation of the traffic signal power sources for the affected signalized intersections. The deliverable will be minutes and notes of any meeting(s) held with any of the utility. These materials will be delivered in PDF format and AutoCAD based drawings.
4. Design of traffic signals, signing, and marking plans. Design of signalized intersections in the project site, design the new or upgrade of traffic signs in all the project site, design the new pavement markings that are to be placed in the project site. The plan development also includes providing of standards, specifications, and opinion of cost for all the plan development of this task.
5. Prepare drawings including:
 - Signing and markings layout;
 - Signing/markers/stripping details/standards;
 - Traffic signal plans;
 - Signal details/standards; and,
 - Signal pole standards.

Sub Task B110: Traffic Control Plans and Construction Sequencing

1. Prepare Traffic Control Plans conforming to the Texas Manual on Uniform Traffic Control Devices, for any work on McRae Blvd.
2. Develop sequence of construction and method of handling traffic during each phase; and attend required TXDOT Safety Review Committee meetings.
3. List the existing and proposed temporary traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
4. List the proposed traffic control devices (stop signs, signals, flag person, etc.) for at grade intersections during each construction sequence.
5. Prepare drawings including:

- Sequence/Narrative of construction layouts;
 - TCP Line Diagram;
 - Detour plan/typical sections/quantities; and,
 - TCP Typical Details.
6. Develop road construction schedule and work hours. The City will address and provide information regarding the use of acceleration techniques, such as extended work hours, incentives, etc.
 7. Coordinate with the City's Traffic Department and design the interconnect traffic management system to integrate with the existing system and establish future connections nodes.
 8. Design the video surveillance traffic management conduit system on Montwood Drive and McRae Blvd. and Montwood Drive and Wedgewood Drive and integrate it into the overall City's interconnect master plan.
 9. No analysis or improvements are included for street parking. The street parking will remain as existing or removed as directed by the City Traffic Engineering.

Sub Task B120: Electrical and Illumination Review & Design

1. Perform a site visit to determine existing lighting facilities and available electric utilities.
2. Develop a final street illumination layout and a sign lighting electrical circuit layout per TXDOT/Public Works Standards.
3. Traffic Signal Coordination and Provisions.
4. Provide Interface for Irrigation Controllers, as required.
5. Non-Metered Distribution Systems for Roadway Lights (480V-10).
6. Metered Distribution Systems for Miscellaneous Loads (120/240V-10-3W).
7. Coordination with utility companies.
8. Prepare drawings including:
 - Lighting layouts;
 - Illumination detail/standards; and,
 - Electrical details/standards.

Sub Task B130: Roadway Aesthetics

1. Prepare an inventory of existing landscaping along the proposed improvement corridor.
2. Prepare an aesthetic report and recommendations along with the preliminary design.

3. Prepare landscape and irrigation design drawings based on the following concepts:
 - All plantings will be Xeriscape shrubs and trees
 - All planting will be watered by an automatic drip system controlled by automatic controllers.
4. Coordination with the City, El Paso Water Utilities and El Paso Electric Company.

Sub Task B140: Technical Specifications

1. TXDOT Standard Specifications will be used for all McRae Blvd. improvements, while City standards will be used for all other plans.
2. Provide technical specifications for all aspects of the work, in accordance with TXDOT and/or City specifications.
3. Prepare general notes and specifications data (drawings) per TXDOT Standards.

Sub Task B150: Opinions of Probable Construction Cost

1. Develop construction quantity estimates and Opinions of Probable Construction Cost (OPCC) for the project at the preliminary schematic design and each phase of design.
2. Prepare estimate and quantity sheets (drawings).
3. The OPCC will be based on the latest City unit prices. The unit prices will reflect the date of preparation of the OPCC and the Consultant has no control over external factors that affect the cost of labor and materials.
4. Provide an independent opinion of probable construction costs at every submittal at approximately 7 days after each submittal. The opinion will include Architectural, Civil, Structural, Landscaping, Mechanical and Electrical. The submittals include:
 - Conceptual cost estimate at the Master Plan & Report Phase;
 - Preliminary Design Phase;
 - Pre-Final Design Phase; and,
 - Final Design Phase.

Sub Task B160: Contract Document Deliverables

1. City approvals shall dictate design schedule. Revisions will be limited to two during the review process.
2. Master Plan and Report:
 - Provide up to ten (10) copies of Master Plan & Report and one (1) reproducible unbound copy.
 - Provide one (1) Engineer's Opinion of Probable Construction Costs.
 - Provide one (1) Independent Opinion of Probable Construction Costs, 14 days after the submittal of the Master Plan and Report.
3. Preliminary Design Phase:
 - Provide up to ten (10) copies of preliminary design documents (24" X 36" drawings for City Drawings and TXDOT Drawings and additional 11" X 17" for TXDOT review).
 - Provide one (1) Engineer's Opinion of Probable Construction Costs.
 - Provide one (1) Independent Opinion of Probable Construction Costs, 5 days after the submittal of the Master Plan and Report.
 - Provide up to ten (10) copies of hydrologic/hydraulic technical memorandum and geotechnical investigation report, respectively.
4. Pre-Final Design Phase
 - Provide up to ten (10) sets of pre-final design drawings and up to three (3) copies of specifications.
 - Provide up to three (3) Engineer's Opinion of Probable Construction Costs.
 - Provide one (1) Independent Opinion of Probable Construction Costs, 5 days after the submittal of the Master Plan and Report.
5. Final Design Phase
 - Provide up to ten (10) sets of final design documents including project plans and specifications.
 - Provide up to three (3) copies of final opinion of probable construction cost.
 - Provide one (1) Independent Opinion of Probable Construction Costs, 14 days after the submittal of the Master Plan and Report.
 - Provide one reproducible set of bidding documents including plans and specifications. City will provide a PO # for reproduction.

Sub Task B170: Construction Administration Services

1. Attend pre-construction conference.
2. Perform bi-monthly construction site visits and prepare reports.
3. Assist in the coordination of change orders and work directive changes.
4. Assist in the resolution of design related construction issues, drawing clarification and Contractor requests for information.
5. Compile and deliver to the City a complete set of record documents conforming to information furnished to the Engineer by the Contractor including one set of mylars (3 mil) for the record drawings on electronic file (AutoCAD).
6. Engineer's services are exclusive of attending regularly scheduled construction meetings, make periodic visits to the project site (other than bi-monthly visits), construction inspections, monthly reports, shop drawing review, monitoring schedule, or any other routine construction administration services.

Sub Task B180: Field Engineering and Inspection Services

1. Field Engineering and Inspection Services are not part of this scope. However if necessary, we can provide this service through an amendment to the scope of work and budget.

FIGURE A – PRELIMINARY DRAINAGE INVESTIGATION AREA

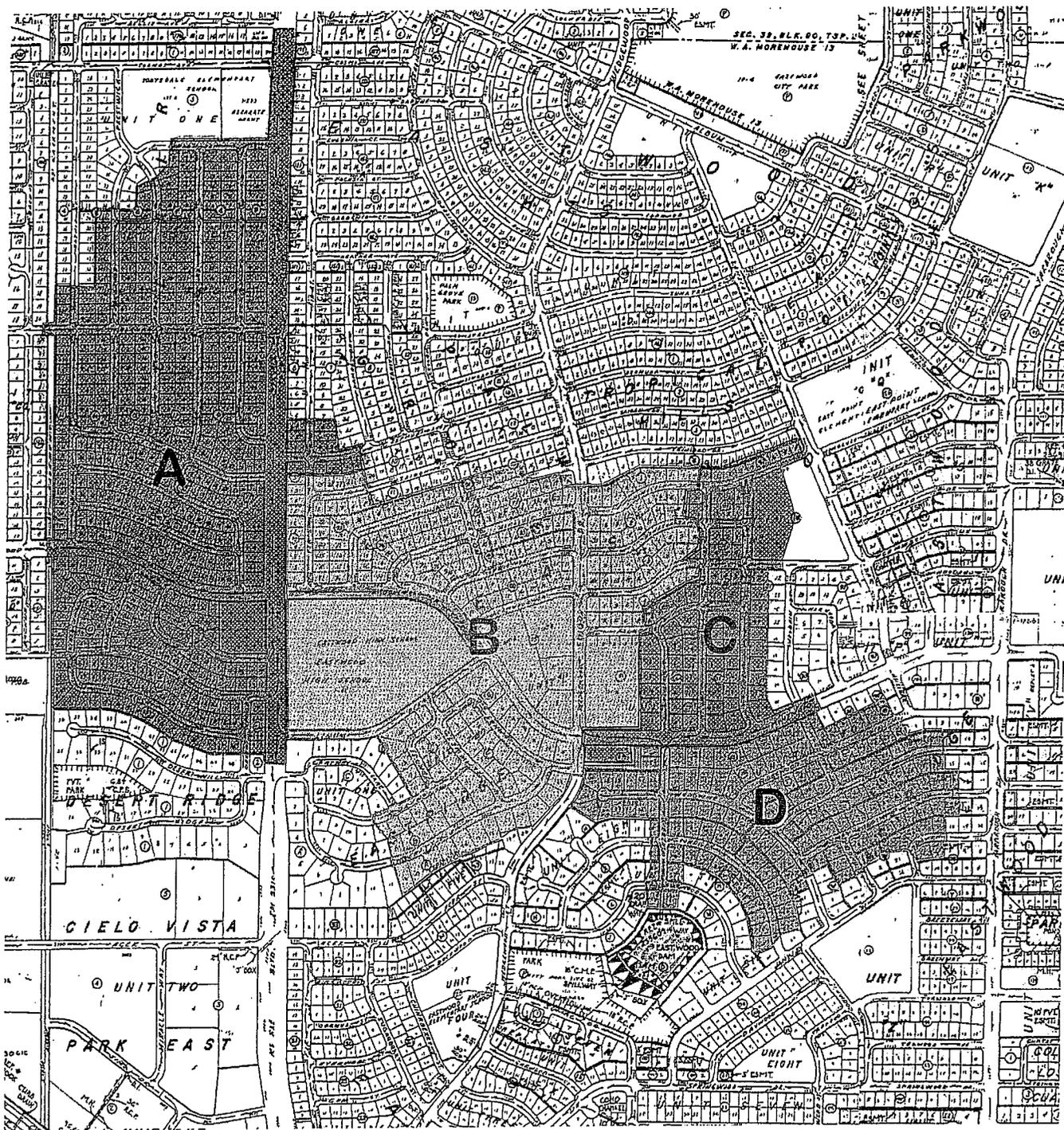


FIGURE B – STREET IMPROVEMENT AREA



**BROCK & BUSTILLOS INC.
PROJECT BUDGET SHEET**

PROJECT NAME:	Montwood - Street & Drainage Improvements		
JOB NUMBER:	05100-041		
DATE:	6/14/2010		
<hr/>			
FEE TYPE:	Lump Sum		
PREPARED BY:	Sergio J. Adame, P.E.		
PROJECT MGR:	Sergio J. Adame, P.E.		
<hr/>			
DESIGN PHASE			
B&B ENG LABOR:	\$	259,449.00	
B&B SURV LABOR:	\$	71,148.00	
SUB-CONSULTANTS:	\$	133,291.00	
	DESIGN FEE:		\$ 463,888.00
<hr/>			
BID PHASE			
B&B BID PHASE LABOR:	\$	18,634.00	
BID PHASE SUB-CONSULTANTS:	\$	1,484.00	
	BID PHASE FEE:		\$ 20,118.00
<hr/>			
CONSTRUCTION PHASE			
B&B CONSTRUCTION (TIME & MATERIAL):	\$	62,860.00	
CONSTRUCTION LABOR - SUBS (TIME & MATERIAL):	\$	26,424.00	
	CONSTRUCTION FEE:		\$ 89,284.00
<hr/>			
DIRECT EXPENSES:	\$	29,431.27	
DIRECT COSTS MARKUP:	5% \$	1,471.56	
CONSULTANT MARKUP:	5% \$	6,664.55	
	OTHER DIRECT COSTS:		\$ 37,567.38
<hr/>			

TOTAL CONTRACT AMOUNT **\$ 610,857**

ATTACHMENT B
BROCK & BUSTILLOS INC.
PROJECT BUDGET SHEET

PROJECT NAME:

Montwood - Street & Drainage Improvements

6/14/2010

DESIGN LABOR	EST. HOURS	HOURLY RATE	COST	TOTAL
SENIOR ENGINEER	168.0	\$ 165.00	\$27,720	
PROJECT MANAGER	662.0	\$ 125.00	\$82,750	
PROJECT ENGINEER	404.0	\$ 98.00	\$39,592	
SENIOR RPLS	92.0	\$ 115.00	\$10,580	
SURVEY CREW	24.0	\$ 118.00	\$2,832	
CADD	1040.0	\$ 85.00	\$88,400	
ADMIN	151.5	\$ 50.00	\$7,575	
TOTAL HOURS DESIGN	2,541.50			\$259,449.00
SURVEY LABOR				
SENIOR ENGINEER	6.0	\$ 165.00	\$990	
PROJECT MANAGER	0.0	\$ 125.00	\$0	
PROJECT ENGINEER	6.0	\$ 98.00	\$588	
SENIOR RPLS	96.0	\$ 115.00	\$11,040	
SURVEY CREW	180.0	\$ 118.00	\$21,240	
CADD	414.0	\$ 85.00	\$35,190	
ADMIN	42.0	\$ 50.00	\$2,100	
TOTAL HOURS SURVEY	744.00			\$71,148.00
CONSTRUCTION LABOR				
SENIOR ENGINEER	40.0	\$ 165.00	\$6,600	
PROJECT MANAGER	140.0	\$ 125.00	\$17,500	
PROJECT ENGINEER	370.0	\$ 98.00	\$36,260	
SENIOR RPLS	0.0	\$ 115.00	\$0	
SURVEY CREW	0.0	\$ 118.00	\$0	
CADD	0.0	\$ 85.00	\$0	
ADMIN	50.0	\$ 50.00	\$2,500	
TOTAL HOURS CONSTRUCTION	600.0			\$62,860.00
BID PHASE LABOR				
Civil Engineering	Brock & Bustillos Inc.		\$18,634.00	
Illumination	RBM Engineering		\$0.00	
Landscaping	Sites Southwest		\$640.00	
Traffic Signals	Martinez Engineering Group		\$844.00	
TAS/ADA	Fokus Architecture		\$0.00	
				\$20,118.00
CONSTRUCTION LABOR - SUBS				
Illumination	RBM Engineering		\$0.00	
Landscaping	Sites Southwest		\$3,320.00	
Traffic Signals	Martinez Engineering Group		\$18,104.00	
TAS/ADA	Fokus Architecture		\$5,000.00	
				\$26,424.00
OTHER DIRECT COSTS*				
	NUMBER	COST	SUB-TOTAL	
MILEAGE	1800	\$0.50	\$900	
SURVEYING SUPPLIES	1	\$7,937.27	\$7,937	
POSTAGE	200	\$0.60	\$120	
PRESENTATION MATERIALS	12	\$300.00	\$3,600	
COPIES (11 X 17)	10000	\$0.50	\$5,000	
COPIES (8.5 X 11)	30000	\$0.20	\$6,000	
MYLARS	386	\$9.00	\$3,474	
DELIVERIES	60	\$40.00	\$2,400	
				\$29,431.27
SUB-CONSULTANTS				
	COMPANY		SUB-TOTAL	TOTAL
Geotechnical	CQC Testing & Engineering		\$ 16,200.00	
Illumination	RBM Engineering		\$ -	
Subsurface Utility Engineering	Cobb Fendley		\$ 35,400.00	
Landscaping	Sites Southwest		\$ 18,805.00	
TAS/ADA	Fokus Architecture		\$ 5,000.00	
Traffic Signals	Martinez Engineering Group		\$ 57,886.00	
				\$133,291.00
MARKUP				
	MARGIN	COST	SUB-TOTAL	
OTHER DIRECT COSTS	5%	\$ 29,431	\$1,472	
SUBCONSULTANT(S)	5%	\$ 133,291	\$6,665	
				\$8,136.11
TOTAL				\$610,857.38

**ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL
Brock & Bustillos Inc.**

PROJECT NAME:

Montwood - Street & Drainage Improvements

6/14/2010

	SENIOR ENGINEER Randy P. Brock, P.E.	PROJECT MANAGER Sergio J. Adame, P.E.	PROJECT ENGR Sergio J. Adame, P.E. Roman Bustillos, P.E.	SENIOR RPLS Isaac Camacho, RPLS	SURVEY CREW	CADD Oscar Gonzalez Aaron Alvarado	ADMIN Karina Martínez	TOTAL HOURS
PRELIMINARY DESIGN PHASE (90 Calendar Days)	\$ 165.00	\$ 125.00	\$ 98.00	\$ 115.00	\$ 118.00	\$ 85.00	\$ 50.00	
Task 10: Project Management								
Design Meetings, Communication, & Records	4.0	24.0						
Coordination with City/Agencies	4.0	16.0					12.0	40.0
General Administration	4.0	24.0						20.0
Coordination with City Staff/TxDOT	2.0	8.0					12.0	40.0
Sub-Total Hours - Task 10	14.0	72.0	0.0	0.0	0.0	0.0	4.0	14.0
Task 20: Public Involvement								
Participate in up to 5 meetings with area stakeholders		5.0	10.0				28.0	114.0
PHASE I - Project Mobilization						40.0	5.0	60.0
Attend project initiation meeting								
Coordinate data collection								0.0
Canvass and identify businesses impacted								0.0
Canvass and identify residents impacted								0.0
Assist preparation of PowerPoint presentation								0.0
Coordinate/facilitate project meeting with Eastwood NA								0.0
Identify key business, property owners & community leaders (Stakeholders)								0.0
Assist in project meeting with key stakeholders								0.0
Assist in up to 4 public information meetings								0.0
Maintain contact list and minutes of meetings								0.0
Collect and disseminate collected data								0.0
PHASE II - Public Involvement Program								0.0
Attend Project Team Meetings								
Conduct up to 6 formal informational Monthly Meetings w/City								0.0
Maintain contact list and minutes								0.0
Document key issues identified								0.0
Prepare and disseminate informational correspondence								0.0
Conduct up to 9 individual meetings								0.0
Prepare responses to media inquiries for the City								0.0
Prepare draft press releases and public announcements for the City								0.0
Assist in press conferences and media interviews/meetings								0.0
QA/QC								0.0
Sub-Total Hours - Task 20	0.0	5.0	10.0	0.0	0.0	40.0	5.0	60.0
Task 30: Environmental Reports								
Complete TxDOT and City Comments Resolve Conflicts								
Coordinate for Environmental Clearance from City's Consultant								0.0
QA/QC								0.0
Sub-Total Hours - Task 30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Task 40: Field Surveys and Right-Of-Way Maps								
Boundary, topographic and improvement Survey Field Work								
Utility Research								0.0
Records review								0.0
Platting/ROW/Control Review								0.0
Prepare ROW, boundary, topographic and improvement maps								0.0
Incorporate Utility Research/As-built on Maps								0.0
Generate Earthwork Calculations								0.0
QA/QC								0.0
Sub-Total Hours - Task 40	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Task 50 - Subsurface Utility Engineering (SUE)								
Coordination for SUE and incorporation of preliminary findings	1.0	4.0						
QA/QC	2.0					24.0		29.0
Sub-Total Hours - Task 50	3.0	4.0	0.0	0.0	0.0			2.0
Task 60: Route and Design Studies								
Sun Metro Route and Bus Stop Location Coordination and Implementation		4.0	16.0				0.0	31.0
Coordination with City on Bike Routes		4.0	16.0					44.0
QA/QC	1.0					24.0		44.0
Sub-Total Hours - Task 60	1.0	8.0	32.0	0.0	0.0	48.0	2.0	3.0
Task 70: Geotechnical Investigations								
Develop locations for borings		2.0						
Incorporate Findings from Sub Consultant		2.0				4.0		
QA/QC	1.0					16.0		6.0
Sub-Total Hours - Task 70	1.0	4.0	0.0	0.0	0.0	20.0	0.5	1.5
Task 80 - Roadway Design Controls								
Define/Develop Design Criteria		4.0						
Design Elements Data		2.0	8.0					4.0
Typical Roadway Sections		8.0						10.0
Develop Traffic Design Data		4.0				16.0		24.0
Develop Design Exceptions & Waivers		2.0						4.0
General Notes		4.0	8.0					2.0
Demolition Plan		8.0	16.0					12.0
Vertical Control Plan		2.0			8.0			24.0
Horizontal Layout Plan		2.0				32.0		42.0
Plan & Profile Sheets		4.0	16.0		24.0			66.0
Roadway Details		2.0	8.0					60.0
Roadway Sections		8.0	16.0					34.0
Pavement Sections, Concrete and/or HMA/C		1.0	2.0					64.0
Existing Utility Plan		8.0	16.0		16.0		8.0	11.0
						40.0		80.0

ATTACHMENT B

ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL
Brock & Bustillos Inc.

PROJECT NAME:

Montwood - Street & Drainage Improvements

6/14/2010

	SENIOR ENGINEER Randy P. Brock, P.E.	PROJECT MANAGER Sergio J. Adame, P.E.	PROJECT ENGR Sergio J. Adame, P.E. Roman Bustillos, P.E.	SENIOR RPLS Isaac Camacho, RPLS	SURVEY CREW	CADD Oscar Gonzalez Aaron Alvarado	ADMIN Karina Martinez	TOTAL HOURS
Coordination with City Street and Traffic Departments	\$ 165.00	\$ 125.00	\$ 98.00	\$ 115.00	\$ 118.00	\$ 85.00	\$ 50.00	
QA/QC	16.0	4.0	8.0					12.0
Sub-Total Hours - Task 80	16.0	63.0	98.0	48.0	0.0	240.0	4.0	20.0
Task 90 - Drainage Evaluation Design					0.0	240.0	4.0	469.0
Research Original Pond Design		4.0						
Review Drainage Requirements and Master Drainage Plan		4.0						4.0
Compare Existing Dam Conditions vs Design			4.0					4.0
Develop Remediation Recommendation			4.0		16.0	24.0		44.0
Prepare Drawings to Restore Capacity			8.0					4.0
Develop Sections			4.0			24.0		32.0
Incorporate into report		4.0				16.0		20.0
Coordinate with EPWU Stormwater Section		4.0						4.0
Perform a Localized H&H analysis			16.0			4.0		8.0
Prepare Drainage Calculations				24.0		16.0		32.0
Drainage Plans & Details			4.0	12.0		8.0		32.0
Storm Sewer Plan & Profile Sheets		8.0	16.0	4.0		24.0		40.0
QA/QC	4.0					40.0		66.0
Sub-Total Hours - Task 90	4.0	44.0	72.0	4.0	16.0	156.0	2.0	6.0
Task 100 - Signage, Striping and Traffic Signalization							2.0	298.0
Coordination with Traffic Engineer and Implementation into Bid, Tech Specs and Drawings		4.0						
Striping extensions and layouts		2.0						4.0
QA/QC	4.0							2.0
Sub-Total Hours - Task 100	4.0	6.0	0.0	0.0	0.0	0.0	0.5	4.5
Task 110 - Traffic Control Plans and Construction Sequencing							0.5	10.5
Phasing and sequencing development		16.0						40.0
Review Constructability		8.0				24.0		8.0
QA/QC	8.0							10.0
Sub-Total Hours - Task 110	8.0	24.0	0.0	0.0	0.0	24.0	2.0	58.0
Task 120 - Electrical and Illumination Review & Design							2.0	8.0
Coordination with Electrical Engineer		8.0		16.0				24.0
Implement Electrical Requirements into Bid Documents, Tech Specs and Drawings				8.0				8.0
QA/QC	2.0							2.5
Sub-Total Hours - Task 120	2.0	8.0	24.0	0.0	0.0	0.0	0.5	34.5
Task 130 - Roadway Aesthetics							0.5	8.0
Coordination with LA		8.0						8.0
Incorporate LA into Bid, tech Specs and Drawings						8.0		8.0
QA/QC	4.0							1.0
Sub-Total Hours - Task 130	4.0	8.0	0.0	0.0	0.0	8.0	1.0	21.0
Task 140 - Technical Specifications							1.0	20.0
Coordinate for New Standard Tech Specs from City		16.0						44.0
Implement Tech Specs		40.0					4.0	36.0
Coordination of all disciplines tech Specs		32.0					4.0	16.0
QA/QC	16.0							12.0
Sub-Total Hours - Task 140	16.0	88.0	0.0	0.0	0.0	0.0	12.0	32.0
Task 150 - Opinions of Probable Construction Cost								24.0
Develop Civil EOPCC		8.0						24.0
Incorporate all disciplines cost estimates and prepare phase total estimate		8.0						32.0
QA/QC	4.0							2.0
Sub-Total Hours - Task 150	4.0	16.0	0.0	0.0	0.0		2.0	6.0
Task 160 - Contract Document Deliverables							48.0	70.0
Develop Front End Docs								
Develop Bid Tab								0.0
Coordinate all disciplines complete deliverables								0.0
Prepare and Submit all Design Data, Agencies Coordination, and Record Data		8.0					2.0	10.0
QA/QC	4.0	8.0				16.0	4.0	28.0
Sub-Total Hours - Task 160	4.0	16.0	0.0	0.0	0.0	16.0	6.0	4.0
Task 170 - Construction Administration Services								42.0
provide monthly Activity Reports								0.0
QA/QC								
Sub-Total Hours - Task 170	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Task 180 - Field Engineering and Inspection Services								0.0
Sub-Total Hours - Task 180	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sub-Total Hours - Preliminary Design Phase	81.0	368.0	236.0	52.0	16.0	624.0	65.5	1440.5
Sub-Total Labor Cost - Preliminary Design Phase	\$13,365.00	\$45,750.00	\$23,128.00	\$5,980.00	\$1,888.00	\$83,840.00	\$3,275.00	\$146,426.00

ATTACHMENT B

ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL

Brock & Bustillos Inc.

PROJECT NAME:

Montwood - Street & Drainage Improvements

6/14/2010

	SENIOR ENGINEER Randy P. Brock, P.E.	PROJECT MANAGER Sergio J. Adame, P.E.	PROJECT ENGR Sergio J. Adame, P.E. Roman Bustillos, P.E.	SENIOR RPLS Isaac Camacho, RPLS	SURVEY CREW	CADD Oscar Gonzalez Aaron Alvarado	ADMIN Karina Martinez	TOTAL HOURS
PRE-FINAL DESIGN PHASE (60 Calendar Days)	\$ 165.00	\$ 125.00	\$ 98.00	\$ 115.00	\$ 118.00	\$ 85.00	\$ 50.00	
Task 10 - Project Management								
Design Meetings, Communication, & Records		4.0						
Coordination with City/Agencies		4.0					2.0	6.0
General Administration		4.0						4.0
Coordination with City Staff/TxDOT		2.0					2.0	6.0
Sub-Total Hours - Task 10	0.0	14.0	0.0	0.0	0.0	0.0	2.0	4.0
Task 20 - Public Involvement				0.0	0.0	0.0	6.0	20.0
Assist COEP in Public Involvement								
QA/QC								
Sub-Total Hours - Task 20	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Task 30 - Environmental Reports				0.0	0.0	0.0	0.0	0.0
Compile TxDOT and City Comments Resolve Conflicts								
Coordinate for Environmental Clearance from City's Consultant								
QA/QC								0.0
Sub-Total Hours - Task 30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Task 40 - Field Surveys and Right-Of-Way Maps				0.0	0.0	0.0	0.0	0.0
Boundary, topographic and improvement Survey Field Work								
Utility Research								
Records review								0.0
Plating/ROW/Control Review								0.0
Prepare ROW, boundary, topographic and improvement maps								0.0
Incorporate Utility Research/As-built on Maps								0.0
Generate Earthwork Calculations								0.0
QA/QC								0.0
Sub-Total Hours - Task 40	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Task 50 - Subsurface Utility Engineering (SUE)				0.0	0.0	0.0	0.0	0.0
Coordination for SUE and incorporation of preliminary findings								
QA/QC								0.0
Sub-Total Hours - Task 50	2.0	8.0				36.0		44.0
Task 60 - Route and Design Studies				0.0	0.0	0.0	0.0	2.0
Sun Metro Route and Bus Stop Location Coordination and Implementation								46.0
Coordination with City on Bike Routes								2.0
QA/QC								8.0
Sub-Total Hours - Task 60	1.0	1.0	2.0			8.0		11.0
Task 70 - Geotechnical Investigations				4.0	0.0	16.0	2.0	3.0
Develop locations for borings								25.0
Incorporate Findings from Sub Consultant								0.0
QA/QC								8.0
Sub-Total Hours - Task 70	0.0	4.0	0.0	0.0	0.0	8.0	0.0	12.0
Task 80 - Roadway Design Controls				0.0	0.0	8.0	0.0	0.0
Define/Develop Design Criteria								12.0
Design Elements Data								0.0
Typical Roadway Sections								8.0
Develop Traffic Design Data		2.0						6.0
Develop Design Exceptions & Waivers		1.0				4.0		1.0
General Notes								0.0
Demolition Plan		4.0						8.0
Vertical Control Plan		4.0						8.0
Horizontal Layout Plan		2.0						2.0
Plan & Profile Sheets		2.0			4.0			16.0
Roadway Details		4.0			16.0			16.0
Roadway Sections		2.0			4.0			16.0
Pavement Sections, Concrete and/or HMAC		4.0			8.0			12.0
Existing Utility Plan		1.0			1.0			16.0
Coordination with City Street and Traffic Departments		4.0			8.0			4.0
QA/QC		4.0			4.0			16.0
Sub-Total Hours - Task 80	8.0	4.0	4.0			16.0		32.0
Task 90 - Drainage Evaluation Design				5.0	24.0	0.0	4.0	12.0
Research Original Pond Design								4.0
Review Drainage Requirements and Master Drainage Plan								227.0
Compare Existing Dam Conditions vs Design								0.0
Develop Remediation Recommendation						8.0		16.0
Prepare Drawings to Restore Capacity								24.0
Develop Sections								0.0
Incorporate into report								12.0
Coordinate with EPWU Stormwater Section								8.0
Perform a Localized H&H analysis		2.0						0.0
Prepare Drainage Calculations		8.0						4.0
Drainage Plans & Details				8.0				8.0
Storm Sewer Plan & Profile Sheets		4.0		8.0				8.0
QA/QC		4.0		8.0				16.0
Sub-Total Hours - Task 90	4.0	4.0	8.0	4.0		24.0		40.0
Task 100 - Signage, Striping and Traffic Signalization				26.0	4.0	8.0	2.0	6.0
Coordination with Traffic Engineer and Implementation into Bid, Tech Specs and Drawings								158.0
Striping extensions and layouts								2.0
QA/QC								2.0
		2.0						0.5
								2.5

ATTACHMENT B

ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL
Brock & Bustillos Inc.

PROJECT NAME:

Montwood - Street & Drainage Improvements

6/14/2010

	SENIOR ENGINEER Randy P. Brock, P.E.	PROJECT MANAGER Sergio J. Adame, P.E.	PROJECT ENGR Sergio J. Adame, P.E. Roman Bustillos, P.E.	SENIOR RPLS Isaac Camacho, RPLS	SURVEY CREW	CADD Oscar Gonzalez Aaron Alvarado	ADMIN Karina Martinez	TOTAL HOURS
Sub-Total Hours - Task 100	\$ 165.00	\$ 125.00	\$ 98.00	\$ 115.00	\$ 118.00	\$ 85.00	\$ 50.00	
Task 110 - Traffic Control Plans and Construction Sequencing	2.0	4.0	0.0	0.0	0.0	0.0	0.5	6.5
Phasing and sequencing development		16.0						
Review Constructability		12.0				16.0		32.0
QA/QC	16.0							12.0
Sub-Total Hours - Task 110	16.0	28.0	0.0	0.0	0.0	16.0	2.0	18.0
Task 120 - Electrical and Illumination Review & Design							2.0	62.0
Coordination with Electrical Engineer		4.0	12.0					
Implement Electrical Requirements into Bid Documents, Tech Specs and Drawings			6.0					16.0
QA/QC	1.0							6.0
Sub-Total Hours - Task 120	1.0	4.0	18.0	0.0	0.0	0.0	0.5	1.5
Task 130 - Roadway Aesthetics							0.5	23.5
Coordination with LA		4.0						
Incorporate LA into Bid, tech Specs and Drawings								4.0
QA/QC	2.0						4.0	4.0
Sub-Total Hours - Task 130	2.0	4.0	0.0	0.0	0.0	4.0	1.0	11.0
Task 140 - Technical Specifications							1.0	
Coordinate for New Standard Tech Specs from City		8.0						12.0
Implement Tech Specs		16.0					4.0	20.0
Coordination of all disciplines tech Specs		8.0					4.0	12.0
QA/QC	8.0						4.0	8.0
Sub-Total Hours - Task 140	8.0	32.0	0.0	0.0	0.0	0.0	12.0	52.0
Task 150 - Opinions of Probable Construction Cost								
Develop Civil EOPCC		8.0						16.0
Incorporate all disciplines cost estimates and prepare phase total estimate		4.0					8.0	12.0
QA/QC	2.0						8.0	4.0
Sub-Total Hours - Task 150	2.0	12.0	0.0	0.0	0.0	16.0	2.0	32.0
Task 160 - Contract Document Deliverables							2.0	
Develop Front End Docs		4.0						12.0
Develop Bid Tab		2.0				4.0	4.0	3.0
Coordinate all disciplines complete deliverables		8.0					1.0	10.0
Prepare and Submit all Design Data, Agencies Coordination, and Record Data		8.0					2.0	16.0
QA/QC	4.0					4.0	4.0	4.0
Sub-Total Hours - Task 160	4.0	22.0	0.0	0.0	0.0	8.0	11.0	45.0
Task 170 - Construction Administration Services								
provide monthly Activity Reports								0.0
QA/QC								0.0
Sub-Total Hours - Task 170	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Task 180 - Field Engineering and Inspection Services								
Sub-Total Hours - Task 180	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sub-Total Hours - Pre Final Design Phase	50.0	189.0	105.0	28.0	8.0	300.0	43.0	720.0
Sub-Total Labor Cost - Pre Final Design Phase	\$8,250.00	\$23,250.00	\$10,280.00	\$3,220.00	\$944.00	\$25,500.00	\$2,150.00	\$73,694.00

ATTACHMENT B

ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL

Brock & Bustillos Inc.

PROJECT NAME:

Montwood - Street & Drainage Improvements

6/14/2010

	SENIOR ENGINEER Randy P. Brock, P.E.	PROJECT MANAGER Sergio J. Adame, P.E.	PROJECT ENGR Sergio J. Adame, P.E. Roman Bustillos, P.E.	SENIOR RPLS Isaac Camacho, RPLS	SURVEY CREW	CADD Oscar Gonzalez Aaron Alvarado	ADMIN Karina Martinez	TOTAL HOURS
	\$ 165.00	\$ 125.00	\$ 98.00	\$ 115.00	\$ 118.00	\$ 85.00	\$ 50.00	
FINAL DESIGN PHASE								
Task 10- Project Management								
Design Meetings, Communication, & Records		4.0					2.0	6.0
Coordination with City/Agencies		4.0						4.0
General Administration		4.0					2.0	6.0
Coordination with City Staff/TxDOT		2.0					2.0	4.0
Sub-Total Hours - Task 10	0.0	14.0	0.0	0.0	0.0	0.0	6.0	20.0
Task 20- Public Involvement								
Assist COEP in Public Involvement								0.0
QA/QC								0.0
Sub-Total Hours - Task 20								0.0
Task 30- Environmental Reports								
Complete TxDOT and City Comments Resolve Conflicts								0.0
Coordinate for Environmental Clearance from City's Consultant								0.0
QA/QC								0.0
Sub-Total Hours - Task 30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Task 40- Field Surveys and Right-Of-Way Maps								
Boundary, topographic and improvement Survey Field Work							0.0	0.0
Utility Research								0.0
Records review								0.0
Platting/ROW/Control Review								0.0
Prepare ROW, boundary, topographic and improvement maps								0.0
Incorporate Utility Research/As-built on Maps								0.0
Generate Earthwork Calculations								0.0
QA/QC								0.0
Sub-Total Hours - Task 40	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Task 50 - Subsurface Utility Engineering (SUE)								
Coordination for SUE and incorporation of preliminary findings		4.0				8.0	0.0	12.0
QA/QC	2.0							2.0
Sub-Total Hours - Task 50	2.0	4.0	0.0	0.0	0.0	8.0	0.0	14.0
Task 60- Route and Design Studies								
Sun Metro Route and Bus Stop Location Coordination and Implementation					2.0	2.0	2.0	4.0
Coordination with City on Bike Routes					2.0	2.0		4.0
QA/QC	1.0							1.0
Sub-Total Hours - Task 60	1.0	0.0	0.0	0.0	0.0	4.0	2.0	7.0
Task 70- Geotechnical Investigations								
Develop locations for borings							2.0	2.0
Incorporate Findings from Sub Consultant		2.0						2.0
QA/QC	1.0							1.0
Sub-Total Hours - Task 70	1.0	2.0	0.0	0.0	0.0	2.0	0.0	5.0
Task 80 - Roadway Design Controls								
Define/Develop Design Criteria								0.0
Design Elements Data								0.0
Typical Roadway Sections		1.0						1.0
Develop Traffic Design Data		1.0				4.0		6.0
Develop Design Exceptions & Waivers								1.0
General Notes		2.0	4.0					6.0
Demolition Plan		2.0	8.0					10.0
Vertical Control Plan		2.0		2.0		8.0		12.0
Horizontal Layout Plan		2.0		4.0		8.0		14.0
Plan & Profile Sheets		2.0	8.0			8.0		18.0
Roadway Details		2.0	2.0			6.0		10.0
Roadway Sections		2.0	8.0			8.0		18.0
Pavement Sections, Concrete and/or HMA		1.0	1.0			2.0		4.0
Existing Utility Plan		4.0	8.0	4.0		8.0		24.0
Coordination with City Street and Traffic Departments		4.0	4.0					8.0
QA/QC	8.0							8.0
Sub-Total Hours - Task 80	8.0	25.0	43.0	10.0	0.0	52.0	4.0	142.0
Task 90 - Drainage Evaluation Design								
Research Original Pond Design								0.0
Review Drainage Requirements and Master Drainage Plan								0.0
Compare Existing Dam Conditions vs Design								0.0
Develop Remediation Recommendation								0.0
Prepare Drawings to Restore Capacity								0.0
Develop Sections			2.0			4.0		6.0
Incorporate into report			2.0			4.0		6.0
Coordinate with EPWU Stormwater Section								0.0
Perform a Localized H&H analysis		1.0						1.0
Prepare Drainage Calculations								0.0
Drainage Plans & Details			2.0					2.0
Storm Sewer Plan & Profile Sheets		2.0	2.0			4.0		8.0
QA/QC	2.0		2.0	2.0		16.0		22.0
Sub-Total Hours - Task 90	2.0	5.0	10.0	2.0	0.0	28.0	2.0	49.0
Task 100 - Signage, Striping and Traffic Signalization								
Coordination with Traffic Engineer and Implementation into Bid, Tech Specs and Drawings			1.0					1.0
Striping extensions and layouts			1.0					1.0
QA/QC	2.0						0.5	2.5

BROCK & BUSTILLOS INC.

ATTACHMENT B

ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL
Brock & Bustillos Inc.

PROJECT NAME:

Montwood - Street & Drainage Improvements

6/14/2010

	SENIOR ENGINEER Randy P. Brock, P.E.	PROJECT MANAGER Sergio J. Adame, P.E.	PROJECT ENGR Sergio J. Adame, P.E. Roman Bustillos, P.E.	SENIOR RPLS Isaac Camacho, RPLS	SURVEY CREW	CADD Oscar Gonzalez Aaron Alvarado	ADMIN Karina Martinez	TOTAL HOURS
	\$ 165.00	\$ 125.00	\$ 98.00	\$ 115.00	\$ 118.00	\$ 85.00	\$ 50.00	
Sub-Total Hours - Task 100	2.0	2.0	0.0	0.0	0.0	0.0	0.5	4.5
Task 110 - Traffic Control Plans and Construction Sequencing								
Phasing and sequencing development		4.0						4.0
Review Constructability		4.0				8.0		12.0
QA/QC	4.0							4.0
Sub-Total Hours - Task 110	4.0	8.0	0.0	0.0	0.0	8.0	2.0	6.0
Task 120 - Electrical and Illumination Review & Design								
Coordination with Electrical Engineer		2.0	4.0					2.0
Implement Electrical Requirements into Bid Documents, Tech Specs and Drawings			2.0					6.0
QA/QC	1.0							2.0
Sub-Total Hours - Task 120	1.0	2.0	6.0	0.0	0.0	0.0	0.5	1.5
Task 130 - Roadway Aesthetics								
Coordination with LA		2.0						2.0
Incorporate LA into Bid, tech Specs and Drawings						2.0		2.0
QA/QC	2.0						1.0	2.0
Sub-Total Hours - Task 130	2.0	2.0	0.0	0.0	0.0	2.0	1.0	7.0
Task 140 - Technical Specifications								
Coordinate for New Standard Tech Specs from City		8.0						8.0
Implement Tech Specs		8.0					4.0	12.0
Coordination of all disciplines tech Specs		8.0					4.0	12.0
QA/QC	8.0						4.0	12.0
Sub-Total Hours - Task 140	8.0	24.0	0.0	0.0	0.0	0.0	12.0	44.0
Task 150 - Opinions of Probable Construction Cost								
Develop Civil EOPCC		6.0						6.0
Incorporate all disciplines cost estimates and prepare phase total estimate		2.0					4.0	10.0
QA/QC	2.0							6.0
Sub-Total Hours - Task 150	2.0	8.0	0.0	0.0	0.0	8.0	2.0	4.0
Task 160 - Contract Document Deliverables								
Develop Front End Docs		4.0						4.0
Develop Bid Tab		2.0				2.0	4.0	10.0
Coordinate all disciplines complete deliverables		4.0					1.0	3.0
Prepare and Submit all Design Data, Agencies Coordination, and Record Data		4.0					2.0	6.0
QA/QC	4.0					2.0	4.0	10.0
Sub-Total Hours - Task 160	4.0	14.0	0.0	0.0	0.0	4.0	11.0	33.0
Task 170 - Construction Administration Services								
provide monthly Activity Reports								0.0
QA/QC								0.0
Sub-Total Hours - Task 170	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Task 180 - Field Engineering and Inspection Services								
Sub-Total Hours - Task 180	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sub-Total Hours - Final Design Phase	37.0	110.0	63.0	12.0	0.0	116.0	43.0	381.0
Sub-Total Labor Cost - Final Design Phase	\$6,105.00	\$13,750.00	\$6,174.00	\$1,380.00	\$0.00	\$9,860.00	\$2,150.00	\$39,419.00

ATTACHMENT B

ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL

Brock & Bustillos Inc.

PROJECT NAME:

Montwood - Street & Drainage Improvements

6/14/2010

	SENIOR ENGINEER Randy P. Brock, P.E.	PROJECT MANAGER Sergio J. Adame, P.E.	PROJECT ENGR Sergio J. Adame, P.E. Roman Bustillos, P.E.	SENIOR RPLS Isaac Camacho, RPLS	SURVEY CREW	CADD Oscar Gonzalez Aaron Alvarado	ADMIN Karina Martinez	TOTAL HOURS
	\$ 165.00	\$ 125.00	\$ 98.00	\$ 115.00	\$ 118.00	\$ 85.00	\$ 50.00	
BID PHASE								
Assist Owner preparing for bids		2.0	16.0				16.0	34.0
Assist in responding to Contractor Questions		2.0	16.0				16.0	34.0
Attend Pre-bid conference		2.0	4.0					6.0
Prepare addenda to drawings and specs.		4.0	8.0			40.0	20.0	30.0
Assist Owner in evaluating bids		8.0	8.0			8.0		4.0
Furnish Owner As-Built Drawings		8.0	16.0			24.0		48.0
Sub-Total Hours - Bid Phase	0.0	26.0	68.0	0.0	0.0	72.0	52.0	218.0
Sub-Total Labor Cost - Bid Phase	\$ 0.00	\$ 3,250.00	\$ 9,664.00	\$ 0.00	\$ 0.00	\$ 9,120.00	\$ 2,600.00	\$ 18,634.00
CONSTRUCTION PHASE								
Attend Pre-construction Conf.		2.0						2.0
Advise and consult with Owner & act as Rep. During Const.	20.0	120.0	140.0					300.0
Periodic Site Visits	20.0		150.0				20.0	180.0
Review Shop Drawings, Schedules, & other Const. Documents			80.0				10.0	106.0
Conduct Final Inspection & Prepare Punch List			4.0				16.0	6.0
Monitor/verify Punch List Deficiencies			4.0				2.0	6.0
Sub-Total Hours - Construction Phase	40.0	140.0	370.0	0.0	0.0	0.0	50.0	600.0
Sub-Total Labor Cost - Construction Phase	\$ 6,800.00	\$ 17,500.00	\$ 36,260.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 62,860.00
TOTAL DESIGN HOURS	188.0	688.0	472.0	92.0	24.0	1112.0	203.5	2759.5
TOTAL CONSTRUCTION HOURS	40.0	140.0	370.0	0.0	0.0	0.0	50.0	600.0
TOTAL PROJECT HOURS	208.0	828.0	842.0	92.0	24.0	1112.0	253.5	3359.5
TOTAL DESIGN LABOR COST	\$ 27,720.00	\$ 86,000.00	\$ 46,256.00	\$ 10,580.00	\$ 2,832.00	\$ 94,520.00	\$ 10,175.00	\$ 278,083.00
TOTAL CONSTRUCTION LABOR COST	\$ 6,800.00	\$ 17,500.00	\$ 36,260.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 62,860.00
TOTAL PROJECT LABOR COST	\$ 34,320.00	\$ 103,500.00	\$ 82,516.00	\$ 10,580.00	\$ 2,832.00	\$ 94,520.00	\$ 12,675.00	\$ 340,943.00

ATTACHMENT B

ATTACHMENT B

ATTACHMENT "C" - PROJECT BUDGET SHEET-DETAIL
Brock & Bustillos Inc.

PROJECT NAME: Montwood - Street & Drainage Improven 05100-041

6/14/2010

DETAILED SURVEY COSTS

<u>Supplies (Surveying)</u>	<u>Number</u>		<u>\$/Item</u>	<u>Cost</u>		
Stakes	-	each	-	\$	-	
Nails	3,200	each	0.08	\$	264.00	
Flagging	3,200	LF	0.01	\$	29.07	
Whiskers	-	each	0.15	\$	-	
Rebar	-	each	-	\$	-	
Caps	-	each	0.45	\$	-	
Paint-Pink	240	cans	5.00	\$	1,200.00	
Paint-Orange	-		5.00	\$	-	
Paint-Yellow	-		5.00	\$	-	
Paint-White	-		5.00	\$	-	
Paint-Blue	-		5.00	\$	-	
Paint-Green	-		5.00	\$	-	
Pipe	-		-	\$	-	
Concrete Sack	-		-	\$	-	
Panel Marker	-		-	\$	-	
Ribbon	-		-	\$	-	
4" Hubs	-		0.30	\$	-	
6" Hubs	4,800		0.37	\$	1,788.00	
Lathes-Reg	3,200		0.34	\$	1,091.20	
Lathes-Heavy Duty	-		0.45	\$	-	\$ 4,372.27
<u>Transportation for Services</u>	<u>Mi./Pd.</u>	<u>Days</u>	<u>Qty.</u>	<u>SubTotal</u>	<u>\$/mile</u>	<u>Cost</u>
Local Mileage - POVs	0	0	0	0	0.50	\$ -
Local Mileage - Survey Vehicle(s)	35	20	1	700	0.75	\$ 525.00
Local Mileage - RPR	0	0	0	0	0.50	\$ - \$ 525.00
<u>Communications</u>	<u>Items/Pd.</u>	<u>Wks.</u>	<u>Each</u>	<u>SubTotal</u>	<u>\$/Item</u>	<u>Cost</u>
Postage	0	0	0	0	0.44	\$ -
Telephone and Radio	1	4	1	4	35.00	\$ 140.00
Priority Mail	0	0	0	0	17.50	\$ - \$ 140.00
<u>Miscellaneous</u>	<u>Number</u>	<u>Days</u>	<u>Each</u>	<u>SubTotal</u>	<u>\$/Item</u>	<u>Cost</u>
Safety equipment, monitoring, enforcement	0	0	0	0	-	\$ -
Title Commitment	0	0	0	0	-	\$ -
Traffic Control	1	20	1	20	75.00	\$ 1,500.00 \$ 1,500.00
<u>GPS Equip., Photos, Boards, etc.</u>	<u>Number</u>	<u>Days</u>	<u>Each</u>	<u>SubTotal</u>	<u>\$/Item</u>	<u>Cost</u>
Additional GPS Equipment	0	0	0	0	-	\$ -
GPS Network Usage	1	20	1	20	25.00	\$ 500.00
OPUS Calibration	1	2	1	2	450.00	\$ 900.00
Ground Penetrating Radar	0	0	0	0	-	\$ -
Ground Penetrating Radar Interpretation	0	0	0	0	-	\$ -
Poster Boards for Public Presentations	0	0	0	0	-	\$ -
Digital Project Photos	0	0	0	0	-	\$ - \$ 1,400.00
Subtotal Direct Costs						\$ 7,937.27

May 25, 2010

Sergio J. Adame, P.E.
Vice President
Brock & Bustillos Inc.
417 Executive Center Blvd.
El Paso, TX 79902

Re: City of El Paso Montwood Street & Drainage Improvements
Landscape Architectural Services

Dear Sergio,

Sites Southwest is delighted to offer Brock & Bustillos this proposal for landscape architectural services for the City of El Paso Montwood Street & Drainage Improvements. This proposal reflects the information that Deborah Hradek received at the May 17, 2010 scoping meeting at your offices. It includes: 1) the landscape and irrigation design of medians on Montwood from McRae Blvd. to Windrock St. and 2) damage to the existing landscape 150 ft. from the intersection at McRae Blvd and Montwood Dr. The Scope of Services and Fees described within will cover all of the time necessary to complete the work efforts. We have included four (4) tasks for this project which comprise: Design, Meetings & Coordination, Construction Phase Services and a task for Reimbursable expenses. We have a number of assumptions regarding the project:

- We will be provided with electronic base plans or a survey in AutoCAD and any pertinent information that we would need to complete our efforts.
- We will be provided with irrigation As Builts if available from the city.
- The project encompasses R.O.W to R.O.W; however, any existing landscape will be left intact in as much as possible and any disturbed parkways will be addressed by the contractor.
- The scope of services added to your contract by the City of El Paso which includes Montwood Dr. from Windrock St. to Zanzibar Dr. will not include any landscape design work.

We have performed a cursory take-off of the construction cost for the landscaping based on a Google Earth Image and information that you have provided; the estimated median area is 42,000 square feet and an estimated cost for construction of the proposed medians is \$200,000 based on \$3.50/square foot for the new landscape and irrigation and additional demolition costs associated with the existing landscape. We have also estimated a sheet count based on our understanding of the project and estimate 15 sheets, which would include Construction and Demolition on one set of sheets, and then sheets for Planting, Irrigation, Details, and Notes and Legends. We are also assuming that the work will be conducted with Brock & Bustillos, City of El Paso and others who might be involved in the project's approval. We reserve the right to renegotiate fees should a substantial increase in scope or budget be implemented for final construction documents. Below is our more detailed Scope of Services.

SCOPE OF SERVICES

1. Design

The Landscape Design for the Montwood Street & Drainage Improvements involves development of Preliminary Plans, Pre-final Plans and Final Design Construction Documents for the landscape, irrigation and construction of other ground treatments (i.e., mulches, concrete noses, etc.). Landscape concepts for the project will be based on our



Sites Southwest, LLC

4110 Rio Bravo, Suite 217

El Paso, TX 79902

PHONE: 915-351-8800

FAX: 915-351-9299

EMAIL: mail@sites-sw.com

WEB: www.sites-sw.com

discussions with Brock & Bustillos, Inc. and City of El Paso staff and existing landscape on other areas of Montwood Dr. The phases of work are as follows:

- **Preliminary Plan (60% Complete)** - Sites Southwest will provide a preliminary landscape construction plan for the Project based on the survey that will be provided to us by your firm. This plan will include a planting plan/construction plan, irrigation master plan, and appropriate sketches, details and notations. The Planting/Construction Plan will outline plant arrangement and types, quantities, sizes and other applicable information. The irrigation plan will show general irrigation concepts including point-of-connection, head types, and a legend. Construction cost estimates will also be provided.
- **Construction Documents (90% & 100% Complete)** – Following approval of the Preliminary Plans, we will proceed directly to the Construction Documents or 90% drawings. The deliverables for this stage of work will include planting plans, irrigation plans, and demolition/construction plans for other ground materials (concrete noses, mulch, etc.); plans will also include detail sheets and notes. All of the work will be developed digitally in AutoCAD and all plans will be drawn to-scale. Plans will also meet City of El Paso standards. The work will be submitted twice: first completed to a 90% level, and then stamped final for construction. Specifications and construction cost estimates will also be provided.

All meetings associated with Design are covered under the item for Meetings and Coordination below. We have also included color renderings for this project as an optional service; we find they can be useful for your public meetings. As we will not be designing sidewalks or ADA ramps, we will not have the plan reviewed for accessibility by a certified consultant for Texas Department of Licensure and Regulations (TDLR).

Design Fee: \$15,755.00 Lump Sum

Rendering Fee: \$1,200.00 each, Lump Sum (optional)

2. Meetings and Coordination

This task accounts for meetings and coordination which will be necessary for the work efforts. It includes time for six (6) internal team meetings with the Brock & Bustillos Team which will include bi-monthly meetings for the first 2 months and two (2) additional meetings for project team coordination. Additionally, we have included two (2) meetings with City of El Paso officials for approval and time for minor processing through government channels and general coordination which is always necessary for projects like this. As per your request, we have also included time for two (2) public meetings. Any additional time necessary, would be billed as-needed on a Time and Materials basis and only as requested by you.

Fee: \$3,750.00 Lump Sum

3. Bidding and Construction Phase Services (Optional)

This task includes attendance at a pre-bid and a pre-construction meeting, plan clarifications, review of submittals, and shop drawings and periodic construction observation. In order to determine total person hours and fees, we have estimated construction timeframes at two (2) months and provided for up to four (4) total site visits. We have assumed for the purposes of this proposal that observation time will include hardscape, landscape, and irrigation elements of the project. We have also included as-built preparation in the fees as we assume this will be required by the city. Any additional time necessary for Construction Phase services will be charged on a Time and Materials basis based on the fee schedule in effect at the time we perform services and only when authorized by you.

Fee: \$4,130.00 Lump Sum (Optional)

Sergio J. Adame, P.E.

May 25, 2010

Page 3 of 3

4. Reimbursables

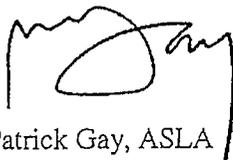
Materials and other reimbursables will include reproduction costs, copying, mounting of renderings and mileage. No other reproduction is included.

Fee: \$300.00 Lump Sum

Total Fees (excluding Renderings) \$23,935.00

We look forward to working with you on this project. If this proposal is acceptable, please sign on the acceptance line of both copies of this proposal and return the executed original to our office. This fee estimate is subject to renegotiation if not accepted within thirty (30) days. Time and materials items will be invoiced based on the fee schedule in effect at the time we perform additional services. If you have any questions or need clarification, please do not hesitate to contact myself or Deborah at 915.351.8800.

Sincerely,



Patrick Gay, ASLA
Principal
DBH/cnc



Deborah Blea Hradek, ASLA, APA
Director of El Paso-Texas Operations

Attachment

ACCEPTED:

BY: _____

TITLE: _____

COMPANY: _____

DATE: _____

Landscape Architectural Scope of Services/Person Hours for

Montwood Street & Drainage Improvements

May 25, 2010

Task Description	Principal		Project Manager		Landscape Designer		Administrative Assistant		TOTALS
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
	\$125.00		\$85.00		\$75.00		\$45.00		
1. Design									
* Preliminary Design (60% complete)		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
- Construction/Demolition Plans	1	\$125.00	4	\$340.00	14	\$1,050.00		\$0.00	\$1,515.00
- Planting Plans	1	\$125.00	4	\$340.00	14	\$1,050.00		\$0.00	\$1,515.00
- Irrigation Plans	1	\$125.00	2	\$170.00	8	\$600.00		\$0.00	\$895.00
-Specifications (Pre-final)		\$0.00	4	\$340.00		\$0.00	6	\$270.00	\$610.00
- Construction Cost Estimate (Draft)		\$0.00	1	\$85.00	2	\$150.00	1	\$45.00	\$280.00
* Design Development (90% complete)		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
- Construction/Demolition Plans	1	\$125.00	4	\$340.00	12	\$900.00		\$0.00	\$1,365.00
- Planting Plans	1	\$125.00	4	\$340.00	12	\$900.00		\$0.00	\$1,365.00
- Irrigation Plans	1	\$125.00	4	\$340.00	16	\$1,200.00		\$0.00	\$1,665.00
- Details		\$0.00	3	\$255.00	8	\$600.00		\$0.00	\$855.00
- Construction Cost Estimate		\$0.00	1	\$85.00	4	\$300.00	1	\$45.00	\$430.00
-Specifications (Pre-final)		\$0.00	4	\$340.00		\$0.00	6	\$270.00	\$610.00
* Final Design (100% complete)		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
- Construction/Demolition Plans	1	\$125.00	4	\$340.00	8	\$600.00		\$0.00	\$1,065.00
- Planting Plans	1	\$125.00	4	\$340.00	8	\$600.00		\$0.00	\$1,065.00
- Irrigation Plans	1	\$125.00	5	\$425.00	10	\$750.00		\$0.00	\$1,300.00
- Details	1	\$125.00	1	\$85.00	4	\$300.00		\$0.00	\$510.00
- Construction Cost Estimate (Final)	1	\$125.00	1	\$85.00	2	\$150.00	1	\$45.00	\$405.00
- Specifications (Final)		\$0.00	2	\$170.00		\$0.00	3	\$135.00	\$305.00
	11	\$1,375.00	52	\$4,420.00	122	\$9,150.00	18	\$810.00	\$15,755.00
2. Meetings & Coordination									
* Team Meetings (6)		\$0.00	12	\$1,020.00		\$0.00		\$0.00	\$1,020.00
* City of El Paso Meetings (2)			4	\$340.00					
* Government Channel processing			1	\$85.00	2				
* Public Meetings (2)		\$0.00	6	\$510.00		\$0.00		\$0.00	\$510.00
* Coordination	1	\$125.00	8	\$680.00	12	\$900.00	2	\$90.00	\$1,795.00
	1	\$125.00	31	\$2,635.00	14	\$900.00	2	\$90.00	\$3,750.00
3. Bidding and Construction Phase Services (Optional)									
* Pre Bid Meeting		\$0.00	2	\$170.00		\$0.00		\$0.00	\$170.00
* Plan Clarifications		\$0.00	2	\$170.00	4	\$300.00		\$0.00	\$470.00
* Review Shop Drawings		\$0.00	2	\$170.00	2	\$150.00		\$0.00	\$320.00
* Review Submittals/Prepare Change Orders		\$0.00	4	\$340.00		\$0.00	4	\$180.00	\$520.00
* Pre-construction meeting		\$0.00	2	\$170.00		\$0.00		\$0.00	\$170.00
* Site Visits (4 total over 2 months)		\$0.00	10	\$850.00		\$0.00	2	\$90.00	\$940.00
* As/Built Record Drawings		\$0.00	2	\$170.00	10	\$750.00		\$0.00	\$920.00
* Construction Coordination		\$0.00	2	\$170.00	6	\$450.00		\$0.00	\$620.00

ATTACHMENT B

Landscape Architectural Scope of Services/Person Hours for

Montwood Street & Drainage Improvements

May 25, 2010

Task Description	<u>Principal</u>		<u>Project Manager</u>		<u>Landscape Designer</u>		<u>Administrative Assistant</u>		<u>TOTALS</u>
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
	\$125.00		\$85.00		\$75.00		\$45.00		
4. Reimbursables	0	\$0.00	26	\$2,210.00	22	\$1,650.00	6	\$270.00	\$4,130.00
		\$0.00		\$0.00		\$0.00		\$0.00	\$300.00
	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$300.00
TOTAL ALL PHASES	12	\$1,500.00	109	\$9,265.00	158	\$11,700.00	26	\$1,170.00	\$23,935.00

ATTACHMENT B

**TRAFFIC ENGINEERING DESIGN SERVICES
ON MONTWOOD DRIVE
FROM 150' WEST OF McRAE BLVD
TO WOODFIN DRIVE
SCOPE OF WORK**

**Traffic Signalization, School Safety Flasher, Interconnect Communications,
Signage and Striping**

This scope of work is prepared to provide traffic engineering services for the above titled project. The extent of services, as described below, will be to provide traffic engineering design services for Montwood Drive from approximately 150 feet west of McRae Boulevard to Woodfin Drive. The Montwood Drive project being approximately 4,200 feet in length.

Task 1 INVENTORY OF THE EXISTING TRAFFIC CONTROL DEVICES

Digital inventory of the existing traffic signal control devices and controllers. To include the inventory and location of the present day traffic signal interconnect system.

An inventory of the existing traffic signing and markings in place for a distance of one hundred (100) feet in each direction of the cross-street from the street centerline intersections.

The deliverable will be a map containing a listing of the recorded observations. The mapping will contain the sign type and number of traffic control appurtenances, signs, and the pavement markings. This task will take approximately fifteen (15) working days to complete.

**Task 2 COORDINATE WITH COEP STAFF AND USER DEPARTMENTS AND
UTILITY COMPANIES**

Conduct a meeting(s) with COEP staff and each utility which may be impacted by the removal of the existing traffic signals, construction of new traffic signals and new installation of the interconnect/communications system.

The deliverable will be minutes and notes of any meeting(s) held with COEP and the utilities. These materials will be delivered in MS Word format.

This task will take approximately six (6) working days to complete.

Task 5 DESIGN OF TRAFFIC SIGNING, AND MARKING PLANS

Design of the traffic signs as required, for the project site, design the new pavement markings that are to be placed in the project site for a distance of the project streets of one hundred (100) feet in each direction from the cross-streets from roadway centerline intersections. This part of the projects shall be designed to COEP standards. City of El Paso is to provide the bid codes and units used by the COEP for the items to be constructed in this task.

The plan development also includes providing of standards, specifications, and opinion of probable cost for the signing and markings plan.

The deliverables will be a set of design plans, design standards, specifications for traffic signing, and traffic markings.

However, this phase cannot proceed until Brock & Bustillos Consulting Engineers provides the survey plans for the location of right of ways, curbs, sidewalks, curb ramps, and intersection geometrics configurations. This task will take approximately twenty (20) working days to complete.

Task 6 BIDDING PHASE

This task will involve the preparation of the bid proposal documents, attend a pre-construction conference, review the submitted bid documents, and make a bid recommendation with reference to the traffic engineering elements of the project.

Task 7 CONSTRUCTION ADMINISTRATION

This task will involve the review of materials submittals, one weekly construction meeting, and one weekly site visit to observe the construction of the traffic engineering part of this project and preparation of "As-Built" drawings based on a twelve (12) month construction period.

RESPONSIBILITIES OF Brock & Bustillos Consulting Engineers TO MARTINEZ ENGINEERING GROUP (MEG):

1. Provide geotechnical investigation reports of the project in the proximity of the location of the traffic signal foundations. The geotechnical report shall contain the Texas Cone Penetrometer ("N" Blows/Feet) *not* using the top 12" of soil.
2. Provide survey level mapping of the project site, and the final intersection geometrics.
3. Brock & Bustillos Consulting Engineers will provides all bid plan sets and bid documents.

ATTACHMENT B

BROCK & BUSTILLOS CONSULTING ENGINEERS
Traffic Engineering Services

TRAFFIC SIGNAL DESIGN (Mc Rae/Monitwood - TxDOT Standards)
TRAFFIC SIGNAL DESIGN (Wadgewood/Monitwood - COEP Standards)
SCHOOL SAFETY FLASHER DESIGN (Monitwood/Eastwood H - COEP Standards)
SIGNING & STRIPING DESIGNS (COEP Standards)
On Montwood from 150' West of Mc Rae to Woodfin. (Approx 4,200 feet)

RESOURCE TASK	Principal	Traffic Engineer	Engineering Technician	Admin/Clerical Support	Direct Cost	TASK COST
PRELIMINARY DESIGN PHASE (35% Completion)						
TASK 1 - INVENTORY OF THE EXISTING TRAFFIC CONTROL DEVICES						
1.1 Field Inventory		16	12			\$2,400.00
1.2 Plan Preparation		12	40			\$3,660.00
TASK 2 - PROJECT MEETINGS						
2.1 Meetings with COEP Staff & User Departments	8	16		16		\$3,232.00
2.2 Meeting with Utility Companies	12	14		8		\$3,128.00
TASK 3 - DESIGN OF TRAFFIC SIGNALS & SAFETY FLASHER						
3.1 Review of Survey Plans for Usable Traffic Content	2	2				\$430.00
3.2 Develop Traffic Signal Design Plans	3	45	87	8	\$500.00	\$11,161.00
3.3 Develop Safety Flasher Design Plans	2	8	24	2	\$200.00	\$2,864.00
3.4 Material Research for Specifications						\$0.00
3.5 Material Compilation for Specifications						\$0.00
3.6 Specification Preparation (35%)	1	12		24	\$200.00	\$2,598.00
3.7 Estimate Preparation (35%)	1	16		12	\$150.00	\$2,439.00
TASK 4 - DESIGN OF INTERCONNECT/COMMUNICATIONS						
4.1 Develop Interconnect/Communications Design Plans	2	8	24	2		\$2,584.00
4.2 Material Research for Specifications						\$0.00
4.3 Material Compilation for Specifications						\$0.00
4.4 Specification Preparation (35%)	1	6		4		\$908.00
4.5 Estimate Preparation (35%)	1	6		4		\$908.00
TASK 5 - DESIGN OF TRAFFIC SIGNING AND MARKING PLANS						
5.1 Develop Signing and Markings Plan	1	20	45	2		\$4,994.00
5.2 Material Research for Specifications						\$0.00
5.3 Material Compilation for Specifications						\$0.00
5.4 Specification Preparation (35%)	1	6		4		\$908.00
5.5 Estimate Preparation (35%)	1	4		2		\$814.00
						Task Subtotal = \$42,786.00
PRE-FINAL DESIGN PHASE (80% Completion)						
TASK 2 - PROJECT MEETINGS						
2.1 Meetings with COEP Staff & User Departments	4			3		\$566.00
TASK 3 - DESIGN OF TRAFFIC SIGNALS						
3.1 Review of Survey Plans for Usable Traffic Content						\$0.00
3.2 Develop Traffic Signal Design Plans	6	63	100	13	\$500.00	\$14,371.00
3.3 Develop Safety Flasher Design Plans		12	31	6	\$200.00	\$3,392.00
3.4 Material Research for Specifications						\$0.00
3.5 Material Compilation for Specifications						\$0.00
3.6 Specification Preparation (80%)		4		6	\$200.00	\$892.00
3.7 Estimate Preparation (80%)		4		6	\$150.00	\$837.00
TASK 4 - DESIGN OF INTERCONNECT/COMMUNICATIONS						
4.1 Develop Interconnect/Communications Design Plans		4	8	2		\$984.00
4.2 Material Research for Specifications						\$0.00
4.3 Material Compilation for Specifications						\$0.00
4.4 Specification Preparation (80%)		2		2		\$294.00
4.5 Estimate Preparation (80%)		2		2		\$294.00
TASK 5 - DESIGN OF TRAFFIC SIGNING AND MARKING PLANS						
5.1 Develop Signing and Markings Plan		30	48	6		\$6,282.00
5.2 Material Research for Specifications						\$0.00
5.3 Material Compilation for Specifications						\$0.00
5.4 Specification Preparation (80%)		2		2		\$294.00
5.5 Estimate Preparation (80%)		2		2		\$294.00
						Task Subtotal = \$11,000.00
FINAL DESIGN PHASE (100% Completion)						
TASK 2 - PROJECT MEETINGS						
2.1 Meetings with COEP Staff & User Departments	4			3		\$566.00
TASK 3 - DESIGN OF TRAFFIC SIGNALS						
3.1 Review of Survey Plans for Usable Traffic Content						\$0.00
3.2 Develop Traffic Signal Design Plans		24	52	9	\$300.00	\$6,348.00
3.3 Develop Safety Flasher Design Plans		6	11	2	\$200.00	\$1,594.00
3.4 Material Research for Specifications						\$0.00
3.5 Material Compilation for Specifications						\$0.00
3.6 Specification Preparation (100%)		2		2	\$200.00	\$514.00
3.7 Estimate Preparation (100%)		2		2	\$150.00	\$459.00
TASK 4 - DESIGN OF INTERCONNECT/COMMUNICATIONS						
4.1 Develop Interconnect/Communications Design Plans		2	8	2		\$774.00
4.2 Material Research for Specifications						\$0.00
4.3 Material Compilation for Specifications						\$0.00
4.4 Specification Preparation (100%)		2		2		\$294.00
4.5 Estimate Preparation (100%)		2		2		\$294.00
TASK 5 - DESIGN OF TRAFFIC SIGNING AND MARKING PLANS						
5.1 Develop Signing and Markings Plan		10	23	9		\$2,808.00
5.2 Material Research for Specifications						\$0.00
5.3 Material Compilation for Specifications						\$0.00
5.4 Specification Preparation (100%)		2		2		\$294.00
5.5 Estimate Preparation (100%)		2		2		\$294.00
						Task Subtotal = \$4,100.00
BIDDING PHASE						
TASK 6 BIDDING SERVICES						
1.1 Bid Proposal Preparation	2					\$220.00
1.2 Preconstruction Conference	2					\$220.00
1.3 Bid Tabulations		2				\$210.00
1.4 Bid Review & Recommendation	1			2		\$194.00
						Task Subtotal = \$844.00
CONSTRUCTION ADMINISTRATION PHASE						
TASK 7 CONSTRUCTION ADMINISTRATION SERVICES						
1.1 Construction Kick-Off Conference	3					\$330.00
1.2 Material Submittals Review	2	24		4		\$2,908.00
1.3 Weekly Site Meetings		66		40		\$8,610.00
1.4 Preparation of "As-Built" Drawings	4	24	40	3	\$700.00	\$6,256.00
						Task Subtotal = \$18,104.00
TOTAL PROJECT HOURS	64	466	553	224		
RESOURCE RATE	\$110.00	\$105.00	\$60.00	\$42.00		
RESOURCE COST	\$7,040.00	\$51,030.00	\$33,180.00	\$9,408.00	\$3,650.00	\$76,834.00



May 24, 2010

Sergio J. Adame, P.E.
Brock & Bustillos, Inc.
417 Executive Center Blvd.
El Paso, TX 79902

VIA E-MAIL

Re: Subsurface Utility Engineering Services
Montwood Dr. Street & Drainage Improvements Project

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this proposal for the Subsurface Utility Engineering (SUE) services associated with the project referenced above. The proposed Scope of Services, Schedule of Work and Basis of Compensation are outlined below. This proposal is based on information obtained during a meeting at Brock & Bustillos' (B&B) office on May 24, 2010 and a site visit directly following the meeting.

SCOPE OF SERVICES

Project Limits:

- The intersections of
 - Montwood & McRae,
 - Montwood & Windrock,
 - Montwood and Wedgewood,
 - Windrock and Buckwood, and
 - two additional intersections yet to be determined.

The total number of test holes, Level A Services, required for this project is not known. For estimating purposes, this scope of work includes a total of 20 testholes; precise locations to be determined after completion of Level B services.

SERVICES TO BE PROVIDED BY COBB FENDLEY

CobbFendley will provide Subsurface Utility Engineering (SUE) Quality Level B and A services.

Subsurface Utility Engineering includes utility investigations prepared in accordance with AASHTO standards and the Utility Quality Levels defined as follows:

Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

Quality Level D - Existing Records: Utilities are plotted from review of available existing records (to be completed by B&B)

Quality Level C - Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features (to be completed by B&B).

Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control.

Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data.

Designate (Quality Level B)

1. Designate means to record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. A non-water base paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities.
2. Correlate utility owner records (provided by B&B) with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to B&B. It is understood by both CobbFendley and B&B that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note will be placed on the designate deliverable only that states "lines sizes are from best available records". This information will be provided in AutoCAD format. A single hard copy, signed and sealed, will also be provided along with PDF copy of the final deliverable.
3. Clearly identify all utilities that were discovered from quality levels C and D investigation (completed by B&B), but cannot be depicted in quality level B standards. These utilities will have a unique line style and symbology in the designate (Quality Level B) deliverable.
4. Comply with all applicable City/State policy and procedural manuals.

Subsurface Utility Locate (Test Hole) Service (Quality Level A)

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility.

During Level A Services, CobbFendley will:

1. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
2. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
3. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
 - A. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - B. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 2.54 cm (1.0 inches) unless a more precise tolerance is specified for the specific location being investigated.
 - C. Elevation of existing grade over utility at test hole location.
 - D. Horizontal location referenced to project coordinate datum.
 - E. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit

systems.

- F. Utility facility material(s).
 - G. Utility facility condition.
 - H. Pavement thickness and type.
 - I. Coating/Wrapping information and condition.
 - J. Unusual circumstances or field conditions.
4. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate City/State office.
 5. Be responsible for any damage to the utility during the locating process. In the event of damage, CobbFendley shall stop work, notify the appropriate utility facility owner, client project manager, and appropriate regulatory agencies. CobbFendley will not resume work until the utility facility owner has determined the corrective action to be taken. CobbFendley shall be liable for all costs involved in the repair or replacement of the utility facility.
 6. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. CobbFendley shall be responsible for the integrity of the backfill and surface restoration for a period of two years.
 7. Furnish and install a permanent above ground marker directly above center line of the utility facility.
 8. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, CobbFendley shall return to correct the condition at no extra charge to the client.
 9. Plot utility locate position information to scale and provide a comprehensive utility plan. This information will be provided in AutoCAD format.

SERVICES TO BE PROVIDED BY BROCK & BUSTILLOS

B&B shall furnish the following information, as available, for Designate and Locate (Test Hole) services at no cost to CobbFendley:

1. Provide roadway plans showing the project limits, alignment, benchmarks, project control data, profile, cross section information and test hole locations for the selected projects. CobbFendley may review the test hole locations and recommend changes, as required.
2. Lists of utility and/or agency contact persons if known.
3. Other available information or assistance as appropriate.
4. Provide utility line style and symbology, if desired.
5. All surveying services for Level B paint markings and Level A test hole reference points will be completed by Brock & Bustillos.

Sergio Adame
June 7, 2010
Page 4 of 4



Schedule of Work

CobbFendley can begin work on this project pending approval of this proposal. CobbFendley can assign crew personnel and begin the field work as early as 1 week after receipt of a Notice to Proceed. The field Designating, Level B Services, will require approximately 1 week to complete. Test Holes will follow once locations are marked and dig permits are obtained by CobbFendley.

Basis of Compensation

As this project is not a continuous linear roadway project, unit rates per foot will not be utilized. Instead, a lump sum of \$2,600 per intersection has been developed and utilized for this estimate.

The above scope of SUE services associated with this project can be provided for the following Lump Sum. The sum includes all necessary personnel & equipment to complete the field designating, travel expenses for up to two mobilizations, processing of data and preparation of the signed/sealed deliverable. The total value of this Lump Sum proposal is Thirty Five Thousand, Four hundred dollars (**\$35,400.00**).

Level B Designation/Intersection	6 intersections	\$2,600 ea	\$15,600.00
Level A Test Holes	10 holes 0-5' deep	\$ 700 ea	\$ 7,000.00
	10 holes 5-8' deep	\$ 950 ea	\$ 9,500.00
2 Mob/Demob & Travel Costs			\$ 3,300.00

If necessary, each of the items above can be broken out as separate lump sums.

If this summary is acceptable and you agree with the following terms and conditions, please sign below and fax back to this office. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

This proposal accepted by:

Sean M. Wolfe, PG
Regional SUE Manager

Brock & Bustillos, Inc.

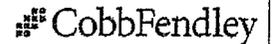
Signature

Print Name

Title

Date of Authorization

**GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR
PROFESSIONAL SERVICES**



1. DIRECT EXPENSES (n/a. This work will be based on unit rates. Lump Sum. Direct Expenses are included in Unit Rates.

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule..

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of

termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed

and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal,

disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications.

11. LIMITATION OF LIABILITY FOR DAMAGES
IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable upon receipt. Interest at the rate of 1.5% per month may be charged on all amounts not paid within thirty (30) days after receipt, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within 10 working days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project complete and out-of-pocket expenses incurred will be due and payable upon receipt of invoice at the end of each month. Should invoices not be paid within thirty (30) days from date of invoice, interest thereon at a rate equal to 1.5% per month on the unpaid balance shall be added each month to the sum shown as due by the invoice beginning with the date of invoice.

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

15. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

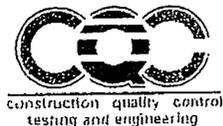
This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.



Construction Materials Testing
 Geotechnical Engineering
 Environmental Site Assessments
 Forensic Analysis /Testing

May 25, 2010 (Revised June 8, 2010)

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

Attn.: Mr. Sergio J. Adame, P.E.
 Vice President-Engineering

Re: Proposal for General Soils Investigation
 City of El Paso – Montwood Street & Drainage Improvements Project
 El Paso, El Paso County, Texas
 CQC Proposal No.: PGCQC10-046

Dear Mr. Adame:

In response to your request, CQC Testing and Engineering, LLC. (CQC) is pleased to provide Brock & Bustillos, Inc. (Client), with this revised proposal to conduct a soils investigation for the above referenced project. As requested by the City of El Paso this revised proposal reflects the removal of our standard terms and conditions from our contract agreement. We thank you for providing our firm an opportunity to provide soils evaluation services on this important street infrastructure improvements project. This proposal presents our understanding of the project, our proposed scope of services, lump sum fee and our standard terms and conditions associated with our services on this project.

I. Project Description

Based on the information provided by our client, we understand that the subject project consists of street and drainage improvements on Montwood Drive from the intersection of McRae Boulevard to Zanzibar Street and Windrock Street between Montwood and the Eastwood Drainage Pond in east El Paso, El Paso County, Texas. The project limits are approximately \pm 6,000 linear feet in length. It is our understanding that the proposed improvements shall include the replacement of the existing pavement structure with a new rigid pavement structure and an alternate Hot Mix Asphaltic Concrete (HMAC) pavement section with base course and compacted subgrade or cement stabilized subgrade. The project shall also consist of the design and construction of concrete bus pads, bus transit boarding shelters, new traffic signals, traffic signage, striping, unique enhancements, stem walls, sidewalks, driveways, curb and gutter, ADA ramps and drainage improvements. It is our understanding that the pavement section shall be inverted towards the median and storm sewer inlets shall be placed at designed intervals along the median. The collected surface water shall be transported through a concrete pipe storm sewer, which shall terminate at the Eastwood Drainage Pond.

In addition, it is our understanding that the City of El Paso is also interested in recycling the existing HMAC and base materials into the subgrade soils. The inclusion of a geogrid above the subgrade soils shall also be considered for the HMAC section as requested by the City of El Paso.

Our objective shall consist of performing a soils investigation within the street improvement limits, evaluating the subsurface soil conditions, and developing geotechnical related soils information and recommendations to guide design and construction of the new pavement structures, traffic signal foundations, drainage improvements, and site work for the streets.

May 25, 2010 (Revised June 8, 2010)
CQC Proposal No. PGCQC10-046
Brock & Bustillos, Inc.
General Soils Investigation
City of El Paso – Montwood Street & Drainage Improvements Project
El Paso, El Paso County, Texas

II. Scope of Services

Based on our review of the proposed project scope of work provided by our client, we propose to drill a total of sixteen (16) soil exploration borings within the project limits at intervals of approximately 400 linear feet along Montwood Drive. The soil borings shall be staggered across the median along the west bound and east bound lanes of Montwood Drive. A single boring shall also be completed along Windrock Street, Wedgewood Drive (approximately 150 N. from the intersection with Montwood Drive) and Linum Street (approximately 150 S. from the intersection with Montwood Drive). Our proposed boring locations are shown on the attached Sheets 1 through 3.

In general the borings shall be drilled to a maximum depth of 10 feet or reasonable auger refusal, each below the existing pavement surface elevation at the time of our drilling activities. The borings shall be drilled in general accordance with standard procedures using a truck-mounted rotary-drilling rig utilizing hollow stem augers. During our drilling activities Standard Penetration Tests (SPT's), in accordance with ASTM procedures, shall be collected at discrete intervals to the maximum boring depths to estimate the relative field bearing capacity of the subsurface soils. In conjunction with our penetration tests, soil samples shall be collected using conventional split-spoon sampling techniques or as required based on the encountered soil conditions. In addition, up to four (4) bulk subgrade samples shall be collected from selected boring locations for laboratory California Bearing Ratio (CBR) Testing.

All collected soil samples shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples shall be sealed to prevent moisture loss and transported to our laboratory for further evaluation and soil classification testing. Our soil laboratory tests shall consist of moisture contents, plasticity index tests, sieve analysis and a maximum of two soil swell tests. A single subgrade soil and cement series shall be performed to evaluate the reduction of the soil plasticity index with cement in accordance with ASTM standards.

The borings shall be logged in the field. If groundwater or water seepage is encountered during our field activities, the depth shall be recorded. At the completion of our field operations, each boring shall be backfilled with auger cuttings, surface compacted, and patched with "cold-mix" asphaltic-concrete pavement. If required, horizontal and vertical elevations at each boring location shall be reported, provided that we receive an existing conditions topographic survey of the project area prior to completing our soils investigation report.

The Client shall be responsible for assisting CQC to obtain all permits and permissions, as required to perform our field services within the boring locations. We respectfully request that our Client provide CQC with existing utility as-built drawings and/or information for the subject project site to reduce the potential of penetrating through underground utilities during our drilling activities. CQC shall assist in locating the borings in the field and call Dig Tess.

We anticipate that traffic control shall be required at the time of our drilling activities. As a result, our proposal includes costs to provide cones, signs and barricades to perform our drilling services. Our scope of work does not include lane closures or drilling activities during evening hours or beyond normal business working hours. In the event that these services or working periods are required as a result of permitting requirements, an additional fee proposal shall be submitted to our client for authorization.

III. Soils Investigation Report and Schedule

At the completion of our soil exploration drilling activities, soil evaluation and classification testing, a formal written report shall be prepared for the project and provided to our Client. Our geotechnical engineering report shall provide soils information with respect to soil classifications, groundwater depth (if encountered), soil modulus of subgrade reaction values, CBR test results, rigid and flexible pavement section design guideline

May 25, 2010 (Revised June 8, 2010)
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El Paso, El Paso County, Texas

recommendations. In addition, foundation recommendations shall be provided to guide the design of mast arm traffic signal foundations, soil backfill recommendations for the storm sewer and general trench safety guidelines.

Five (5) copies of the final report shall be provided to our Client. We anticipate that we may commence our drilling activities within five (5) working days from our Client's written notice to proceed. Final reports shall be provided within three (3) weeks after the completion of our drilling activities.

IV. Lump Sum Fee and Terms & Conditions

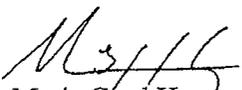
We propose to provide the above mentioned scope of services for an estimated lump sum fee of \$16,200.00.

Our services shall be performed in accordance with the scope of services described in this proposal. By approving this proposal our Client agrees to retain our services for the total lump sum fee above.

Our invoices are due and payable upon receipt at 6802 Commerce, Unit A, El Paso, Texas 79915. All parties hereby agree that this agreement upon acceptance will be performable in El Paso County, Texas. Past due invoices may be subject to late charges on any balances unpaid after 30 days. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal. This proposal is valid for a period of up to 60 days. In the event that our proposal is not authorized within 60 days, CQC reserves the right to reevaluate our proposal beyond the referenced period.

Again, we appreciate the opportunity to submit this proposal. If you find this proposal and terms and conditions acceptable, please signify below and forward back to our office via fax and mail with all attachments. Should you have any questions or comments regarding this proposal, please feel free to contact us, thank you!

Respectfully Submitted,
CQC Testing & Engineering, LLC.


Maria Gisel Hernandez
Project Engineer
gbernandez@cqceng.com


Jaime Rojas, P.E.
Manager/Principal Engineer
irojas@cqceng.com

Attachments: 1.) Proposed Boring Location Aerial Map, Sheets 1 through 3

Copies: Above Addressee – 2 copies by mail/ 1 copy by e-mail (sergiojadame@elp.rr.com)

Acceptance of Terms & Conditions of This Proposal

Authorized Company Representative Signature: _____

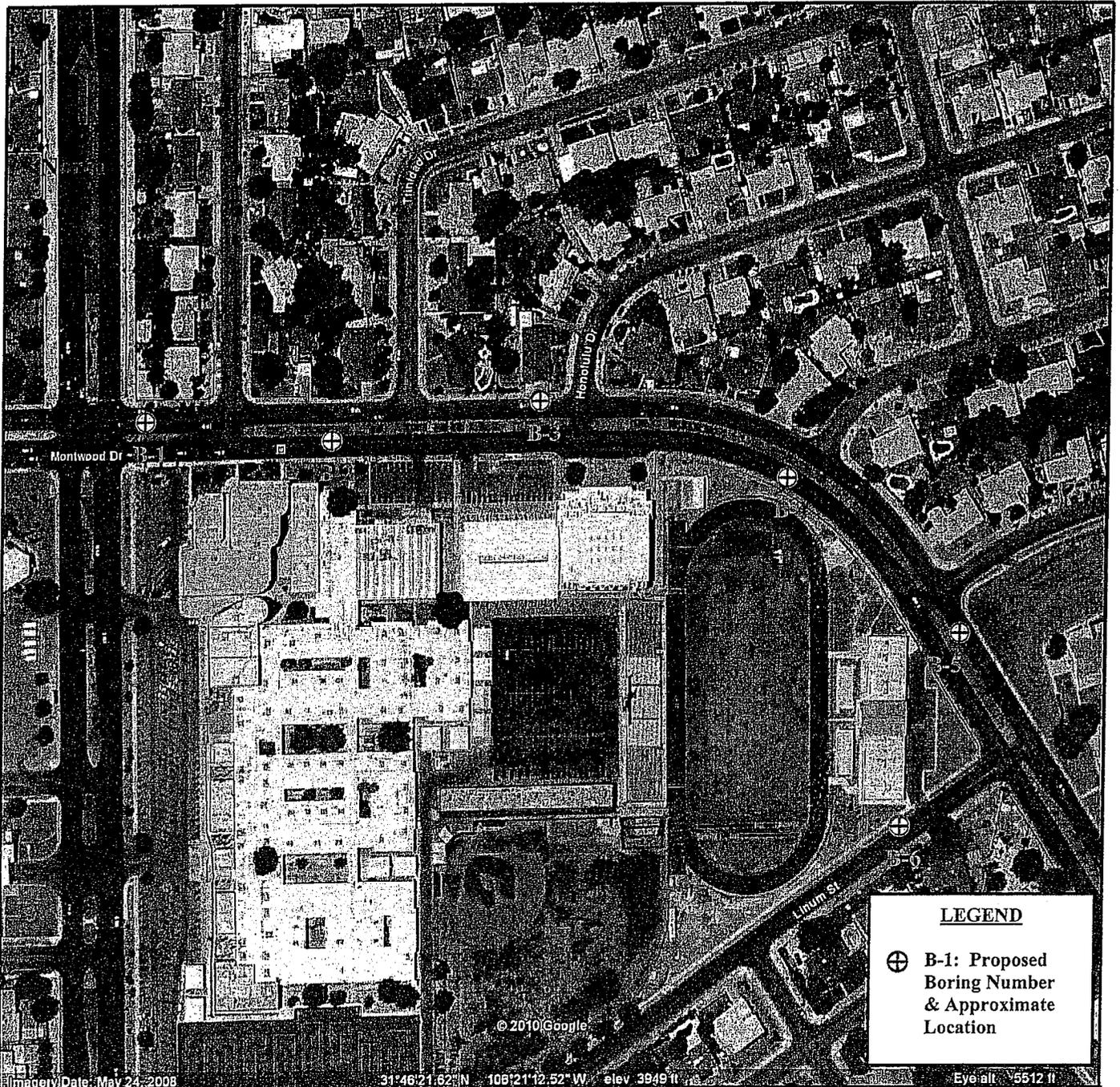
Name: _____

Title: _____

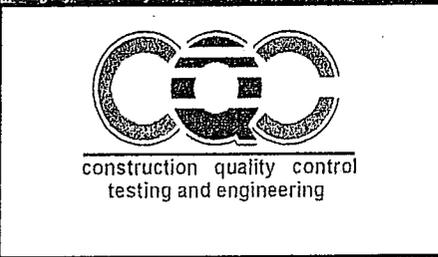
Company Name: _____

Date: _____

Authorized Lump Sum Fee: _____



LEGEND
 ⊕ B-1: Proposed Boring Number & Approximate Location



Proposed Boring Location Aerial Map

City of El Paso – Montwood Street & Drainage Improvements Project
 El Paso, El Paso County, Texas

Client: Brock & Bustillos, Inc.

Proposal No. PGCQC10-046

Scale: NTS

Check by: JR

Date: 5/25/10

Sheet 1



construction quality control
testing and engineering

Proposed Boring Location Aerial Map

City of El Paso – Montwood Street &
Drainage Improvements Project
El Paso, El Paso County, Texas

Client: Brock & Bustillos, Inc.

Proposal No. PGCQC10-046

Scale: NTS

Check by: JR

Date: 5/25/10

Sheet 2

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "Montwood Street and Drainage Improvements," hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

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

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

PHASE II - PRE-FINAL DESIGN PHASE

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

PHASE III - FINAL DESIGN PHASE

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

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

CONSTRUCTION PHASE

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

RESIDENT PROJECT SERVICES

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "**(Montwood Street and Drainage Improvements)**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **(six hundred ten thousand eight undred fifty seven) 38/100 DOLLARS (\$610,857.38)** 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	\$327,501.38
Pre-Final Design Phase	\$106,749.52
Final Design Phase	\$67,204.48

Bidding Phase	Time and Materials	Proposal Estimated Amount	\$20,118.00
Construction Phase	Time and Materials	Proposal Estimated Amount	\$89,284.00

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 **90 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 **60 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 **30 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 **2 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.

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 5/25/2010
PRODUCER (915) 544-3111 Wells Fargo Insurance Services USA, Inc. 2505 East Missouri El Paso, TX 79903	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Brock & Bustillos, Inc. 417 Executive Center Blvd. El Paso, TX 79902	INSURERS AFFORDING COVERAGE	
	INSURER A: Travelers Lloyds Insurance Company	
	INSURER B: Charter Oak Fire Insurance Company	
	INSURER C: Travelers Indemnity Company of Connecticut	
	INSURER D: Travelers Casualty Insurance Co of America 25682	
INSURER E:		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	ILPACP4989B373	11/1/2009	11/1/2010	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
B		AUTOMOBILE LIABILITY	BA7655L44209	11/1/2009	11/1/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
C		EXCESS/UMBRELLA LIABILITY	ISMCP9871W987	11/1/2009	11/1/2010	EACH OCCURRENCE	\$ 2,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ISUB4989B51A09	11/1/2009	11/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 1,000,000
		OTHER				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Project: Montwood Street and Drainage Improvements

Certificate Holder shown as Additional Insured with waiver of subrogation on the Workers Comp.

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

CERTIFICATE HOLDER City of El Paso 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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

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

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

DISCLAIMER

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

IMPORTANT

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

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

DISCLAIMER

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