

## Attachment " A "

Storm 2006 Infrastructure Repair/Reconstruction Progress Update July 17, 2007

Council Ratification of the following Storm 2006 construction management and construction contracts. Such contracts were entered into by the City Manager under the authority granted by Council in the September 19, 2006 Council Resolution.

### **Construction Management:**

Paragon Project Resources, Inc., to provide construction management and inspection services for Storm 2006 construction projects. The agreement amount is not to exceed \$1,000,000 for services provided.

### **Construction:**

Thunderbird Diversion Channel Repairs, Bid Number 2007-148, awarded to J.A.R. Concrete, Inc. in the estimated amount of \$590,877.80.

James Watt & Lee Trevino Street & Drainage Improvements, Bid Number 2007-164, awarded to Quest Contracting, Inc. in the estimated amount of \$435,040.34.

Modesto Channel River Outfall, Bid Number 2007-175, awarded to C & C Construction, Inc. in the estimated amount of \$779,990.00.

Mesa Hills-Wallenberg Street & Drainage Improvements, Bid Number 2007-187, awarded to Dan Williams Company, in the estimated amount of \$1,157,522.50.

Westside Flood Damage Improvements Phase I, Bid Number 2007-189, awarded to C&C Construction, Inc., in the estimated amount of \$6,499,909.40.

The above construction contracts are all unit priced contracts and as such work under these unit priced contracts is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost each of these contracts will be the sum total of the unit prices at the end of the contract term.

As part of the award of each of these contracts, the City Engineer may, without further authorization from City Council, approve contract changes which are necessary for proper construction of the work and carrying out the intent of the design which are in accordance with applicable law and which do not make changes to the unit price and which are within the appropriate budget.

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

07 JUL -6 AM 9:09 AN AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this 2<sup>nd</sup> day of November, 2006 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and Paragon Project Resources, 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 "ON-CALL DRAINAGE SERVICES, hereinafter referred to as the "Project", as further described in Attachment "A"; and

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

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

ARTICLE I.  
ATTACHMENTS

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

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

ARTICLE II.  
PROJECT

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

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

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

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

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

### ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 **PAYMENT TO CONSULTANT.** The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 **CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by prior written amendment to this Agreement, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"**. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

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

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 **COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, or any work order, 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, or a change order to any work order, 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"**. Because of the uncertainties inherent in the services, schedules are estimated and subject to revision unless otherwise specifically described here in.

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

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

4.3.1 **TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of

setoff until such time as the exact amount due the Owner from the Consultant is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

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

## ARTICLE V. INSURANCE AND INDEMNIFICATION

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

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

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

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

- 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:

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

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner’s officers, directors, agents, 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

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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 apply, and the bodies and officers shall include but not be 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. 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.

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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 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.

**7.3 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.

**7.4 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.

Documents include, but are not limited to, the Consultant's personnel job descriptions, instructions, plans, drawings, reports, receipts, vouchers, and memoranda pertaining to the services. The Owner shall not have the right to audit or copy proprietary information

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.



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

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

**7.14 EXECUTORY AUTHORITY WARRANTED.** All signatories to this contract warrant their authority to execute this document.

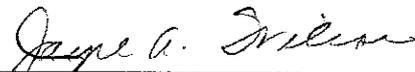
**7.15 CLIENT RESPONSIBILITY.** Owner shall: (1) provide the Consultant, in writing, all information relating to Owner's requirements for the project; (2) identify to the Consultant, from reasonably available information, the location of subsurface structures, such as pipes, tanks, cables and utilities as best as can be reasonably determined by the City; (3) notify the Consultant of any potential hazardous substances or other health and safety hazard or condition known to the Consultant existing on or near the project site as best as can be reasonably determined by the City; (4) give the Consultant prompt written notice of any suspected deficiency in the services; and (5) with reasonable promptness, provide required approvals and decisions. In the event that the Consultant is requested by the Owner or is required by subpoena to produce documents or give testimony in any action or proceeding to which the Owner is a party and the Consultant is not a party, the Owner shall pay the Consultant for any time and expenses required in connection therewith, including reasonable attorney's fees.

**7.16 RIGHT OF ENTRY.** Owner grants to the Consultant, and, if the project site is not owned by the Owner, warrants that permission has been granted for, a right of entry from time to time by the Consultant, its employees, agents and subcontractors, upon the project site for the purpose of providing the services. The Owner recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

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CITY OF EL PASO:

  
\_\_\_\_\_  
Joyce Wilson, City Manager

CONSULTANT:

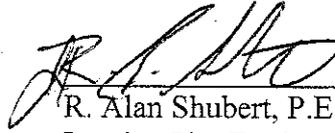
  
\_\_\_\_\_  
By: William Correa, P.E.  
Title: President

APPROVED AS TO FORM:



Lupe Cuellar  
Deputy City Attorney

APPROVED AS TO CONTENT:



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

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**ATTACHMENT "A"**  
**SCOPE OF SERVICES AND PROJECT BUDGET**

The Consultant shall perform professional services relevant to the project known as **"ON-CALL DRAINAGE SERVICES"**, herein referred to as the "Project", in accordance with the terms and conditions set forth herein. The scope of services, the time schedule, and the charges are to be set forth in a written work order in accordance with this agreement. If changes occur in the terms and conditions of this Agreement, scope of services, or the description of the Project, a supplemental agreement may be negotiated at the request of either party.

**SCOPE OF SERVICES**

The Consultant shall provide traditional engineering services and Project Management and Project Engineering for the City of El Paso's Engineering Department on an as-needed basis. The City's Engineering Department shall provide authorizations to the Consultant for providing engineering services for the Project. Each authorization shall be in writing and shall include a Basic Fee, Scope of Services, and Schedule of Deliverables to be provided by the Consultant.

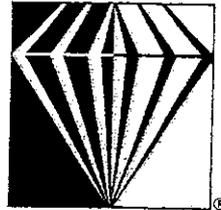
The Owner's Project Manager shall provide the Consultant a description of the desired services and schedule for each specific project. The Consultant shall submit a detailed proposal for the scope and cost of services delineating the man-hours required by the Consultant or its sub-consultants. The Consultant shall receive written work authorization from the Owner before proceeding with the specific project. The work authorization may consist of tasks within the basic services as described in Attachment "C".

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ATTACHMENT B

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PARAGON

RECEIVED

MAR 7 2007

March 6, 2007

Mr. Joe Vela  
Engineering Program Manager  
City of El Paso Engineering Department  
Two Civic Center Plaza, 4<sup>th</sup> Floor  
El Paso, Texas 79901-1196

Re: Revised Schedule - Storm 2006 Project and Additional PM/CM-Services

Dear Mr. Vela,

Last week we met with Irene Ramirez and Alan Shubert to discuss requirements the City has for the Storm 2006 and other projects. We reviewed the information received at this meeting and recognized the need to provide you a revised schedule of positions and personnel. We have included various categories of personnel that Paragon currently has to offer project support services as Program Managers, Project Managers, and Construction Managers.

Please use the revised schedule below instead of the one in our letter dated February 12, 2007. The rates in this schedule are loaded rates for personnel only and include direct costs, overhead multiplier, and profit.

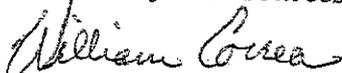
Category	Name	Rate 2007	Rate 2008
Project Manager	Jorge Diaz	\$101.40	\$106.50
Office Manager/Administrator	Linda Weber	\$71.40	\$73.90
Clerk	Tracy White	\$48.90	\$50.70
Project Engineer	Gene Blalock	\$100.80	\$104.80
Project Engineer	Danny Williams	\$100.80	\$104.80
Project Engineer	Alfredo Gutierrez	\$100.80	\$104.80
Project Engineer	Hector Martinez, P.E.	\$100.80	\$104.80
Project Engineer	Luis Silva	\$100.80	\$104.80
Project Architect	Ray Minjares, AIA	\$100.80	\$104.80
Structural Engineer	Gene Palmer, P.E.	\$100.80	\$104.80
MEP Engineer	Anthony Morrow, P.E.	\$100.80	\$104.80
Hydraulic Engineer	Daryl Schauer, P.E.	\$98.00	\$101.20
Hydraulic Engineer	Van Stephens, P.E.	\$98.00	\$101.20

Senior Inspector	Jimmy Love	\$93.00	\$95.80
Senior Inspector	Jerry Phares	\$93.00	\$95.80
Senior Inspector	Ron Davis	\$93.00	\$95.80
Civil Inspector	Joseph Lowenberg	\$87.00	\$89.90
Civil Inspector	Garey Houston	\$87.00	\$89.90
Civil Inspector	Mark Goff	\$87.00	\$89.90
Civil Inspector	Randy Collier	\$87.00	\$89.90
Civil Inspector	Carlos Ahumada, P.E.	\$87.00	\$89.90
Building Code Inspector	James Strealy	\$94.50	\$97.50
Building Code Inspector	Richard Olsson	\$94.50	\$97.50
Structural/Welding Inspector	Joseph Lowenberg, CWI	\$93.00	\$95.80
Electrical/Mechanical Inspector	Ron Davis	\$93.00	\$95.80
Electrical/Mechanical Inspector	Zeke Jeffrey	\$93.00	\$95.80
Contract Administrator	Jane Krukowski	\$80.50	\$82.90
Senior Contract Administrator	Paula Skillman	\$98.00	\$101.20
IT/CISCO Network Installation QC	Stephen Foster	\$93.00	\$95.80
CADD Standards & Collaboration	Cliff Marks, PMP	\$98.00	\$101.20
Scheduler	Charles Moyer	\$88.50	\$91.20
Estimator	Eric Hannawacker	\$88.50	\$91.20
Principal	William Correa, P.E.	\$146.00	\$150.50

We have the capacity to scale quickly on task assignments and have staff available to help the City on your priority project. If you need additional information please call me at 915-771-0121.

Sincerely,

*Paragon Project Resources, Inc.*



William Correa, P.E.  
Project Principal

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07 JUL -6 AM 9:09

**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

For the Project known as ON-CALL DRAINAGE SERVICES, hereinafter referred to as the Project, The Consultant will provide the Basic and Additional Services as noted herein upon receipt of written direction from the City's Engineering Department.

**BASIC SERVICES**

1. Provide engineering services as needed by the Engineering Department. These services include, but are not limited to, Geographic Information System (GIS) data acquisition, Field Survey and Reconnaissance, structure assessments, storm evaluation, hydrologic analyses, hydraulic capacity analyses, system performance assessments, and reporting. Possible third-party services consisting of geotechnical investigations and testing and electrical and mechanical engineering studies and analysis may also be required. The City's Engineering Department will issue a work authorization to the Consultant for each Project, which will sometimes require a very quick response by the Consultant to meet urgent and possible emergency situations.
2. The Consultant shall coordinate his work with the staff of the City's Engineering Department or with other sub-consultants as needed.
3. All engineering services shall be in accordance with generally accepted professional engineering practices.
4. The Consultant shall provide engineering services for projects in connection with but not limited to the following:
  - a. Storm Assessment
  - b. Flooding Documentation
  - c. System Performance Assessment
  - d. Drainage Analysis
  - e. Drainage Master Planning
  - f. GIS Database Development
  - g. Capital Improvement Alternative Development and Assessment
  - h. Project Management and Project Engineering

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**ATTACHMENT "D"**  
**PAYMENT AND DELIVERABLE SCHEDULES**

**PAYMENT SCHEDULE**

Payment for all work authorized by the City's Engineering Department 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. The Owner shall notify the Consultant of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount.

The maximum amount that will be allowed under this contract (the cap) \$1,000,000.00. Only that work ordered, approved, and accepted will be paid for the City.

Where charges are "not to exceed" a specified sum, the Consultant shall notify the Owner before such sum is exceeded and shall not continue to provide the services beyond such sum unless the Owner authorizes an increase in the sum. If a "not to exceed" sum is broken down into budgets for specific tasks, the task budget may be exceeded without the Owner authorization as long as the total sum is not exceeded. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established or other circumstances beyond the Consultant's control shall be a basis for equitable adjustments in the budget and schedule.

**DELIVERABLE SCHEDULE**

The deliverable schedule will be set forth with each work authorization by the City's Engineering Department. The original term of this contract is eighteen months, but can be extended by mutual written approval by both parties.

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