

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

**DEPARTMENT:** Engineering

**AGENDA DATE:** October 12, 2010

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

**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

That the City Manager be authorized to sign the Agreement for Professional Engineering Services by and between the City of El Paso and AIA Engineers, Ltd., for a project known as "Downtown Train Way Bridge Reconstruction" for an amount not to exceed four hundred six thousand one hundred thirty eight 10/100 dollars (\$406,138.10) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed four hundred fifty six thousand one hundred thirty eight and 10/100 dollars (\$456,138.10).

**BACKGROUND / DISCUSSION:**

The project includes the repair of seven downtown bridges for the Downtown Bataan Train Way. The design is schedule to take six months and will be closely coordinated with Union Pacific Railroad.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

\$406,138.10 2009 Certificates of Obligation

**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*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*

# RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the City of El Paso and AIA Engineers, Ltd., for a project known as "Downtown Train Way Bridge Reconstruction" for an amount not to exceed four hundred six thousand one hundred thirty eight and 10/100 Dollars (\$406,138.10) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed four hundred fifty six thousand one hundred thirty eight and 10/100 Dollars (\$456,138.10).

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.

CITY OF EL PASO:

\_\_\_\_\_  
John F. Cook, Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Mark Shoemith  
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.  
City Engineer

## A/E SELECTION SUMMARY

**Project Name:**

**Downtown Train Bridge Reconstruction**

**Department Requesting Service:**

Engineering

**District / Representative:**

8 / Beto O'Rourke

### SHORTLIST

**RFQ Notification Date:**

Thursday, May 06, 2010

**RFQ Due Date:**

Monday, May 24, 2010

**Shortlist Committee**

**A/E Firms that Submitted RFQ package**

N/A

N/A

**Scoring sheets issued / due date:**

**Final Ranking Date:**

**Firms Notified Date:**

N/A

### FINAL SELECTION

**Presentation Committee**

**Finalists**

Aziz Aman, BNSF Railroad (did not attend)

3

Structural Engineering Associates

3

AECOM

Alan Shubert, City Engineer

1

AIA Engineers

2

Parkhill, Smith & Cooper

Irene Ramirez, Assistant City Engineer

Ted Marquez, Assistant City Engineer

Daryl Cole, Streets & Facilities Maintenance Director

Harold Kutz, Engineering Division Manager (proxy)

**Selected Consultant:**

AIA Engineers

**Presentation Date:**

Monday, July 12, 2010

**Scoping Meeting:**

Monday, August 02, 2010

**Firms Notified Date:**

Monday, July 12, 2010

**Fee Proposal Due:**

Monday, August 16, 2010

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

AN AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 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 AIA Engineers, Ltd., a Limited Partnership, hereinafter referred to as the "**Consultant**".

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for a project known as "**DOWNTOWN TRAIN WAY BRIDGE RECONSTRUCTION**," 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 **FOUR HUNDRED SIX THOUSAND ONE HUNDRED THIRTY EIGHT AND 10/100 DOLLARS (\$406,138.10)** 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 One Million Eight Hundred Thousand **00/100 DOLLARS (\$1,800,000.00)** 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.

for By:   
Ashraf Islam, Principal

APPROVED AS TO FORM:

  
Mark Shoosmith  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
R. Alan Shubert, P.E.  
City Engineer

(Acknowledgements on following page)

**ACKNOWLEDGEMENTS**

**THE STATE OF TEXAS** §  
§  
**COUNTY OF EL PASO** §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 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 EL PASO** §

*for* This instrument was acknowledged before me on this 22 day of Sept., 2010,  
by **Ashraf Islam**, Principal of **AIA Engineers, Ltd.**  
*by Ricardo A. Prieto*

*Eva Medrano*  
\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

2-2-2012



PROJECT SCOPE

**TITLE:** DOWNTOWN TRAIN WAY BRIDGE RECONSTRUCTION

**LOCATION:** Campbell Bridge  
Kansas Bridge  
Stanton Bridge  
Mesa Bridge  
Oregon Bridge  
El Paso Bridge  
Sta Fe Bridge

**CONSTRUCTION BUDGET:** TBD

**GENERAL DESCRIPTION:**

The consultant shall prepare construction documents for repair of the bridges listed above. This project consists of, but not limited to, repair and rehabilitation of all beam structures and all structural bridge supports, repair of bridge back wall, repair or replacement of bridge deck, repair of bridge approach, repair of damaged walkway and guardrail, repair of cracking, spalling, and scaling throughout the bridge, removal and replacement of all expansion joints at the bridge and cleaning of the entire bridge.

Below are the scopes of work for each of the bridges:

**Specific Bridge Repair**

Campbell Street structural steel beam supports at beams 1 and 2 south

1. Jack and support beams vertically (should be performed by experienced and qualified contractor).
2. Install pedestals between steel end diaphragms and South abutment at both sides of bearing areas for Beams 1 and 2 (from east).
3. Remove unsound or loose concrete using hand tools.
4. Clean exposed concrete reinforcement with wire brush (if significant section loss to reinforcement is observed replace or splice reinforcement).
5. Patch spalling in South abutment at Beams 1 and 2 (recommend a high strength epoxy grout or high strength quick setting mortar).
6. Replace and reposition bearing plates.
7. Patch wall crack below beam 1 bearing at concrete abutment (epoxy injection)
8. Remove jack / supports upon proper curing time

Concrete abutment back wall cracking starting at Campbell Street – North Side

## ATTACHMENT A

1. Remove all loose or deteriorated concrete using pneumatic hammers and hand tools.
2. Periodically sound the remaining concrete.
3. Clean the area using water or sand blasting.
4. Clean reinforcement with wire brush as needed.
5. Fasten additional reinforcing steel to the existing steel (splice or sleeve) if section loss is 20% or more
6. Seal reinforcement using epoxy based polymer or elastomeric paint (this item should be the spray on type due to irregular shapes and profiles.)

### Concrete deck and overlay at Kansas Street followed by Oregon and Campbell Streets

1. Kansas Street replacement should be seriously considered as damage (spalling and reinforcement corrosion) in this area affects the full width of the street in some areas. Benefit Cost Ratio for repair and replacement should be studied further.
2. Mesa Street Bridge was replaced recently and design information (plans and specs) may be reusable.
3. If the client decides to repair instead of replace deck, then see below
4. Remove asphalt overlay
5. Identify and mark extent of damaged portions. Repair areas should be rectangular.
6. Saw cut outside the damaged area (straight cuts).
7. Remove deteriorated concrete using pneumatic hammers and hand tools to 1 inch below the steel.
8. Periodically sound the remaining concrete.
9. Clean the area using water-blasting or sandblasting.
10. Sandblast or wire brush exposed steel to remove rust and other contaminants.
11. Fasten additional reinforcing steel to the existing steel (splice or sleeve) if section loss is 20% or more
12. Form work if required.
13. Apply a bonding agent.
14. Place new concrete or patching material (depending on repair depth).
15. Broom-finish surface of the patch.
16. Provide for proper cure to avoid shrinkage cracks.
17. Apply new overlay.

## ATTACHMENT A

Expansion joints throughout starting with the areas with holes (Kansas and Oregon Streets).

1. Transversely saw cut asphalt overlay on both sides of the joint centered over the joint cap.
2. Remove all material between saw cuts to the concrete deck surface.
3. Prime all vertical and horizontal surfaces and allow to cure.
4. Place backer rod into the expansion cap.
5. Fill gap with binder to concrete deck surface
6. Place bridging plates and center over expansion gap. Butt the plates at ends.
7. Coat all horizontal and vertical surfaces as well as bridging plate with binder.
8. Mix and place binder aggregate mix in joint cutout (1inch to 1 ½ inches thick).
9. Rake to level and flood with binder to fill voids.
10. Overfill joint cut out for next layer by ¼ to ½ inch and compact to surface level.
11. Immediately apply aggregate onto hot binder and compact
12. Allow to cool, sweep any loose aggregate, clean up jobsite and open to traffic.

Bridge Corners where the beam, concrete guardrail and abutment connect.

1. Jack and support beam vertically
2. Remove unsound or loose concrete using hand tools.
3. Clean exposed concrete reinforcement with wire brush or sand blasting (if significant section loss to reinforcement is observed replace or splice reinforcement).
4. Patch spalling in abutment and / or concrete guardrail (we recommend a high strength epoxy grout or high strength quick setting mortar).
5. Patch /fill wall crack below concrete abutment beam wall bearing interface (epoxy injection)
6. Remove jack / supports upon proper curing time

The project is funded with \_\_\_\_\_ funds

### **OBJECTIVE:**

The primary objective is to repair the damages on the bridge due to years of use and prevent further deterioration.

### **1.0 SERVICES REQUIRED:**

#### **1.1 Investigation:**

All investigations include but are not limited to geotechnical, utility coordination and Union Pacific Railroad Coordination.

**1.2 Design:**

Design shall meet all UPRR and City's requirements for the project and shall be performed in phases as presented in the section 5.0 Project Schedule below. The design schemes must be developed to minimize impact on the Railroad operations.

The consultant shall comply with the City's Design Standards. However the City of El Paso in this project has determined that the Consultant shall comply and pay special attention to the following design criteria.

- A drainage analysis will need to be completed to ensure all code requirements are met. Existing drainage patterns must be maintained.
- All roadway longitudinal slopes shall comply with the following.
  - No less than 0.5% slope
  - No more than 11% slope (unless an existing condition exists)
- All roadway cross sectional slopes shall be 2%.
- UPRR Guidelines for bridges over UPRR tracks.

**1.3 Bidding & Construction:**

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

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

**1.4 Planning:**

The designer shall assist the Owner in providing schedules for obtaining construction easements from Union Pacific Railroad Co.,

**1.5 Design Analysis:**

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

The designer shall consider alternative way of type of construction the will expedite time of construction to lessen disturbance on railroad operations.

**1.6 Surveys**

The designer shall provide all topographic for this project.

**1.7 Building Permits, Special Permits, and Other Land Use Permits**

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

**1.8 Storm Water Pollution Prevention Plan**

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

**1.9 Utility Coordination**

The consultant shall be responsible to coordinate design efforts with all affected utility companies. The consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

**1.10 Public Involvement**

The consultant shall be responsible to personally contact adjacent property owners to discuss improvements and how improvements will affect adjacent property owners. The public contact and involvement shall commence when preliminary notice to proceed is issued and shall continue throughout the several design phases including the bidding phase. The consultant shall perform public contact and involvement by

going door to door to talk to affected residents. If the residents are not present consultant shall send written correspondence both in English and Spanish to explain improvements and possibly setup a future meeting with that resident. The consultant shall be sympathetic to affected residents and design shall reflect as much as possible minimal disturbance to their property. The consultant shall be responsible if necessary to send letters to property owners of possible encroachments to City right of way. The consultant shall be responsible to obtain right of entries on work that is being performed on private property. The City of El Paso shall provide right of entry documents. The consultant shall provide property ownerships and address. Two formal community meetings will be held for the design phase and the consultant shall be responsible to attend make a presentation of the improvements and answer questions.

**1.11 Traffic and Pedestrian Control Plan**

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

**1.12 Construction Sequencing Plan**

The consultant shall be responsible to prepare a construction sequencing plan and submit it at all design phase submittals for review by the City and Railroad. Special consideration and notes shall be specified on plans allowing contractor to work out of phase area for utility relocations. The City of El Paso shall decide the sequence of which phases will be done first and at the end. The contractor shall not be given this option.

**1.13 Construction Schedule**

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

**2.0 PRODUCTS REQUIRED:**

**2.1 Drawings:**

**A. Preliminary Design:**

## ATTACHMENT A

Upon the completion preliminary design phase, the designer shall submit eight (8) copies of the preliminary design documents and cost estimates for approval to the City and UPRR. If the Owner does not approve the preliminary design documents, the designer shall furnish five (5) copies of the resubmitted design documents.

### **B. Pre-Final Design:**

Upon the completion of pre-final design phase, the designer shall submit eight (8) copies of the pre-final design phase documents to the City and UPRR. If the Owner does not approve the pre-final design documents, the designer shall submit five (5) copies of the resubmitted pre-final design documents. Additionally, the designer should submit three (3) copies of the Specifications and three (3) copies of the design analysis.

### **C. Final Design:**

Upon the completion of final design phase, the designer shall furnish to the City and UPRR eight (8) copies of final design documents and specifications for review. After the review, the designer shall submit to the Owner three (3) copies for the final revised design documents and specifications for final check. Upon the approval of the final design documents, the designer should furnish the Owner thirty (30) copies of the final design documents and specifications for bidding.

## **2.2 Specifications:**

All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The specifications must indicate that all construction activities impacting the UPRR operations must be coordinated with the Railroad. The proposed staging and phasing must be reviewed and approved by the Railroad at the concept stage and re reviewed during development of detailed plans. The specification must include Railroad coordination to improve Contractor understanding of Railroad requirements prior to letting of the proposed repair work.

## **2.3 Cost Estimates:**

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

## **2.4 Design Analysis:**

## ATTACHMENT A

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

### **2.6 Bidding**

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

### **2.7 Construction Observation Services**

These services will be procured and rendered on a time and materials basis. The following are some of the construction services that may be required by the designer: The designer shall be present to answer questions at the pre-construction meeting. The designer shall be responsible to review, reject and/or approve submittals and shop drawings. The designer shall be responsible to provide written answers to requests for information (RFI's). The designer shall be responsible to review and sign off on change orders. The designer shall perform site visits and provide written observation reports to the Owner. The designer shall participate on the punch list walk thru. The consultant shall assure that ADA consultant perform inspection by or before punch list walk-thru. The designer shall sign-off on construction closeout documents. The designer will not provide inspection services. The designer shall provide both hard copies and electronic format CDs of the as-built plans, which include specifications and all attachments.

### **3.0 GENERAL REQUIREMENTS AND CRITERIA:**

- 3.1 Design must meet all applicable City Codes and Ordinances.
- 3.2 Design must comply with Engineering Department Guidelines.
- 3.3 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
- 3.4 The designer shall submit all redlines to the owner when plans are plan submittals are due.

### **4.0 OTHER CONSIDERATIONS:**

- 4.1 Design must be in compliance with UPRR Guidelines for Grade Separation Projects and the construction activities must be coordinated with the Railroad and executed per Railroad local operating requirements.

ATTACHMENT A

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

5.0 **PROJECT SCHEDULE:**

Preliminary Design Phase: 60 working days

Pre-Final Design Phase: 30 working days

Final Design Phase: 15 working days

Saturday, Sunday and City of El Paso recognized holidays are not considered working days.



**AIA ENGINEERS, LTD.**  
CONSULTING ENGINEERS

ATTACHMENT B

800 N. Mesa, Suite #150  
El Paso, Texas 79902  
Telephone (915) 313-3680  
Fax (915) 990-2324  
E-Mail: rprieto@aiainc.com

September 16, 2010

City of El Paso – Engineering Department  
2 Civic Center Plaza – 4<sup>th</sup> Floor  
El Paso, TX 79901

RE: Downtown Train Way Reconstruction

Mr. Sam Rodriguez, P.E.

AIA Engineers is pleased to submit the attached fee proposal for the downtown train way reconstruction project.

Our fee proposal consists of Field Verification, Design, Bidding and Construction Services Fees, Surveying, Geotechnical Testing and Public Coordination. Enclosed within is our Insurance Certificate.

AIA Engineers will be subcontracting the following firms:

HDR Engineering – UPRR Coordination  
Huitt Zollars – Surveying  
CQC Testing & Engineering – Geotechnical testing  
Strategies & Plus – Public Coordination

After receipt of your Notice to Proceed we will begin our services to complete the following phases:

Preliminary Design Phase: 60 Working Days  
Pre-Final Design Phase: 30 Working Days  
Final Design Phase: 15 Working Days

Letting for the project and the Final Plans will be dependent on approval of Exhibit A by Union Pacific Rail Road.

We certainly thank the City for the opportunity to provide these engineering services; and look forward to successfully complete this challenging project. If you need additional information please do not hesitate to contact me.

Sincerely,

Ricardo A. Prieto, P.E.  
Project Manager  
Enclosures

ATTACHMENT B

FEE SCHEDULE

PROJECT NAME: Downtown Train Way Project

PRIME PROVIDER NAME: AIA ENGINEERS, LTD.

TASKS	AIA Engineers
PRELIMINARY DESIGN (AIA)	\$209,075.46
FINAL DESIGN (AIA)	\$88,426.24
DIRECT EXPENSES (AIA)	\$10,000.00
BIDDING & CONSTRUCTION PHASE SERVICES (AIA)	\$13,010.40
TOTALS	\$320,512.10

TASKS	HDR
UPRR COORDINATION (HDR)	\$25,616.00
TOTAL	\$25,616.00

TASKS	HUITT ZOLLARS
SURVEYING (Huitt Zollars)	\$30,010.00
TOTAL	\$30,010.00

TASKS	CQC
GEOTECHNICAL TESTING (CQC)	\$20,000.00
TOTAL	\$20,000.00

TASKS	STRATEGIES & PLUS
PUBLIC COORDINATION (Strategies & Plus)	\$10,000.00
TOTAL	\$10,000.00

GRAND TOTAL	\$406,135.10
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FEE SCHEDULE (AIA Engineers, Ltd.)

PROJECT NAME: Downtown Train Way Project  
 METHOD OF PAY: LUMP SUM  
 PRIME PROVIDER NAME: AIA ENGINEERS, LTD.

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	(EIT)	SENIOR CADD OPERATOR	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
<b>Preliminary Phase</b>								
<b>Coordination, Inspection &amp; Load Ratings</b>								
Attend Coordination meetings with UPRR		16						16
Coordination with TxDOT (i.e. Cat 6 funding, brinsap reports, plans)		8	4					12
Coordination with City Map Room (Existing Bridge and Roadway Plans)			4	8				12
Conduct verification condition inspection of bridges at Campbell, Kansas, Stanton, Mesa, Oregon, El Paso & Santa Fe Bridges (Consist of 2 Teams, 4 personnel)		56	56	102				214
Right of Entry Application & Coordination (UPRR)		4	8					12
Summary of Findings (Construction Cost report)		8	16	16	4		4	48
Coordination with Utility Companies (TxGAS, PSB, ATT, etc)		8	12	8				28
Load Rating Campbell Bridge (Modeling, Analysis, Report)		12	24	12				48
Load Rating other Bridges (1- Model, Analysis, Report) All Similar Span Length		8	16	6				30
<b>Preliminary Drawings</b>								
<b>Campbell Bridge (to include full deck replacement excluding sidewalks)</b>								
Demolition Plan		3	10	12	20			45
Bridge Layout		2	6	8	16			32
Bridge Deck & Joint Replacement Plan		8	12	16	28			64
Abutment Wall Repair Detail Plan		4	8	10	20			42
Bent Repair Plan		2	6	8	12			28
Jacking Details and Wingwall Retrofit Details for bearing seat repairs		6	10	12	20			48
Miscellaneous Details (Utility Conduit, Timber lagging (Falsework), Wingwall repair details)		8	12	8	24			52
<b>Stanton Bridge</b>								
Demolition Plan			6	8	16			32
Bridge Layout & deck replacement details		will be added as a supplemental if needed						0
Joint Replacement Plan		2	8	10	12			32
Abutment Wall Repair Detail Plan		2	6	8	12			28
Miscellaneous Details -Timber lagging (Falsework)		4	8	8	16			36
<b>Kansas Bridge (to include full deck replacement excluding sidewalk)</b>								
Demolition Plan		2	8	12	16			38
Bridge Layout		4	8	8	16			36
Bridge Deck & Joint Replacement Plan		8	12	12	24			56
Abutment Wall Repair Detail Plan		2	6	10	12			30
Miscellaneous Details (Utility Conduit, Timber lagging (Falsework), Wingwall repair details)		8	12	12	16			48
<b>Oregon Bridge (to include full deck replacement excluding sidewalk)</b>								
Demolition Plan								0
Bridge Layout		4	8	8	16			36
Bridge Deck & Joint Replacement Plan		8	12	12	24			56
Abutment Wall Repair Detail Plan		2	6	10	12			30
Miscellaneous Details (Utility Conduit, Timber lagging (Falsework), Wingwall repair details)								0
<b>Mesa Bridge</b>								
Demolition Plan		Same as Stanton						0
Bridge Layout		2	4	4	12			22
Abutment Wall Repair Detail Plan		2	6	10	12			30
Miscellaneous Details (Utility Conduit, Joint Details)		Same as Stanton						0
<b>Santa Fe Bridge</b>								
Demolition Plan		Same as Stanton						0
Bridge Layout		2	4	4	12			22
Abutment Wall Repair Detail Plan		2	6	10	12			30
Miscellaneous Details (Utility Conduit, Joint Details)		Same as Stanton						0

ATTACHMENT B



FEE SCHEDULE (AIA Engineers, Ltd.)

PROJECT NAME: Downtown Train Way Project  
 METHOD OF PAY: LUMP SUM  
 PRIME PROVIDER NAME: AIA ENGINEERS, LTD.

El Paso Bridge								
Demolition Plan								
Bridge Layout		Same as Stanton						0
Abutment Wall Repair Detail Plan	2	4	4	12				22
Miscellaneous Details (Utility Conduit, Joint Details)	2	6	10	12				30
		Same as Stanton						0
Aesthetic Detailing (Railing and Sidewalks) Including coordination with Patricia Dalbin & Artist	16	24	24	32				96
Calculation of Bridge Quantities for Each Structure & Construction Cost Estimate	8	16	8					32
Meetings with City	4	6						10
Public Meeting	2	6						8
Roadway Plan Drawings (Campbell Street Approaches New)								
Roadway Plan & Profile for Campbell Street								
Cross street layout	2	6	8	12				28
Signing & Striping	1	4	4	8				17
			2	2				4
Roadway Plan Drawings (Kansas Street Approaches New)								
Roadway Plan & Profile for Kansas Street								
Cross street layout	2	6	8	12				28
Signing & Striping	1	4	4	8				17
Driveway Details			2	2				4
	1	4	2	8				15
Roadway Plan Drawings (Stanton Street Approaches New)								
Roadway Plan & Profile for Stanton Street								
Cross street layout								0
Signing & Striping								0
Driveway Details								0
Roadway Plan Drawings (Oregon Street Approaches New)								
Roadway Plan & Profile for Oregon Street								
Cross street layout	2	6	8	12				28
Signing & Striping	1	4	4	8				17
			2	2				4
Roadway Plan Sheets (Mesa, El Paso & Santa Fe)								
Plan view Sheets for Mesa, El Paso & Santa Fe (Minimal approach work)	6	20	20	40				86
ADA Ramps & Details								
SW3P Drawings all Bridge Locations	2	4	8	16				30
Sw3P Index Sheet	8	12	12	24				56
Utility Plan Sheets (Relocation or Replacement)	1	2		2				5
Index of Sheets	2	16	16	32				66
General Notes, Specifications & Special Provisions	1		2	2				5
	8	12				8		28
Traffic & Pedestrian Control Plan								
TCP Narrative								
Detour Plan (Traffic & Pedestrian), RR DATA	4	16	8					28
	8	40	40	60				148
Coordination with Subs								
Review Meeting with City	8	8						16
	2	2						4
HOURS SUB-TOTALS	0	303	552	568	690	0	12	2125
LABOR RATE PER HOUR	\$58.00	\$51.00	\$42.00	\$30.00	\$28.00	\$24.00	\$17.50	
DIRECT LABOR COSTS	0	\$15,453.00	\$23,184.00	\$17,040.00	\$19,320.00	\$0.00	\$210.00	\$75,207.00
MULTIPLIER	2.78	2.78	2.78	2.78	2.78	2.78	2.78	
TOTAL LABOR COSTS	\$0.00	\$42,959.34	\$64,451.52	\$47,371.20	\$53,709.60	\$0.00	\$583.80	\$209,075.46
SUBTOTAL								\$209,075.46

ATTACHMENT B

FEE SCHEDULE (AIA Engineers, Ltd.)

PROJECT NAME: Downtown Train Way Project  
 METHOD OF PAY: LUMP SUM  
 PRIME PROVIDER NAME: AIA ENGINEERS, LTD.

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	(EIT)	SENIOR CADD OPERATOR	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
<b>Final Phase</b>								
<b>Campbell Bridge (to include full deck replacement excluding sidewalks)</b>								
Demolition Plan								
Bridge Layout		2	4	8	12			26
Bridge Deck & Joint Replacement Plan		1	4	2	8			15
Abutment Wall Repair Detail Plan		4	8	8	16			36
Bent Repair Plan		1	4	4	8			17
Jacking Details for bearing seat repairs		1	3	3	4			11
Miscellaneous Details (Utility Conduit, Timber lagging (Falsework), Wingwall repair details)		2	4	4	8			18
		6	8	12	24			50
<b>Stanton Bridge</b>								
Demolition Plan								
Bridge Layout		1	2	2	4			9
Joint Replacement Plan		WILL BE ADDED AS SUPPLEMENTAL IF DECK NEEDS REPLACEMENT						0
Abutment Wall Repair Detail Plan		1	2	2	4			9
Miscellaneous Details (Utility Conduit, Timber lagging (Falsework))		1	4	4	8			17
		6	12	12	24			54
<b>Kansas Bridge (to include full deck replacement excluding sidewalk)</b>								
Demolition Plan								
Bridge Layout								0
Bridge Deck & Joint Replacement Plan		2	3	2	8			15
Abutment Wall Repair Detail Plan		2	4	4	8			18
Miscellaneous Details (Utility Conduit, Timber lagging (Falsework))		1	4	4	8			17
		6	12	12	24			54
<b>Oregon Bridge (to include full deck replacement excluding sidewalk)</b>								
Demolition Plan								
Bridge Layout								0
Bridge Deck & Joint Replacement Plan		2	3	2	8			15
Abutment Wall Repair Detail Plan		2	4	4	8			18
Miscellaneous Details (Utility Conduit, Timber lagging (Falsework))		1	4	4	8			17
		6	12	12	24			54
<b>Mesa Bridge</b>								
Demolition Plan								
Bridge Layout		Same as Stanton						0
Abutment Wall Repair Detail Plan		1	2	2	4			9
Miscellaneous Details (Utility Conduit, timber lagging)		1	4	2	6			13
		Same as Stanton						0
<b>Santa Fe Bridge</b>								
Demolition Plan								
Bridge Layout		Same as Stanton						0
Abutment Wall Repair Detail Plan		1	2	2	4			9
Miscellaneous Details (Utility Conduit, timber lagging)		1	4	2	6			13
		Same as Stanton						0
<b>El Paso Bridge</b>								
Demolition Plan								
Bridge Layout		Same as Stanton						0
Abutment Wall Repair Detail Plan		1	2	2	4			9
Miscellaneous Details (Utility Conduit, Wingwall repair details, Joint Details)		1	4	2	6			13
		Same as Stanton						0
<b>Aesthetic Detailing (Railing and Sidewalks) Including coordination with Patricia Dalbin &amp; Artist</b>								
Calculation of Bridge Quantities for Each Structure & Construction Cost Estimate		6	8	10	12			36
		2	4	2				8

ATTACHMENT B

FEE SCHEDULE (AIA Engineers, Ltd.)

PROJECT NAME: Downtown Train Way Project  
 METHOD OF PAY: LUMP SUM  
 PRIME PROVIDER NAME: AIA ENGINEERS, LTD.

<b>Roadway Plan Drawings (Campbell Street Approaches New)</b>									
Roadway Plan & Profile for Campbell Street									
Cross street layout		1	3	3	8			15	
Signing & Striping			1	1	2			4	
				1	1			2	
<b>Roadway Plan Drawings (Kansas Street Approaches New)</b>									
Roadway Plan & Profile for Kansas Street									
Cross street layout		1	2	2	4			9	
Signing & Striping			1	1	2			4	
Driveway Details		1	1	1	2			2	
								5	
<b>Roadway Plan Drawings (Stanton Street Approaches New)</b>									
Roadway Plan & Profile for Stanton Street		WILL BE ADDED AS SUPPLEMENTAL IF DECK NEEDS REPLACEMENT							
Cross street layout								0	
Signing & Striping								0	
Driveway Details								0	
								0	
<b>Roadway Plan Drawings (Oregon Street Approaches New)</b>									
Roadway Plan & Profile for Oregon Street									
Cross street layout		1	2	2	4			9	
Signing & Striping			1	1	2			4	
				1	1			2	
<b>Roadway Plan Sheets (Mesa, El Paso &amp; Santa Fe)</b>									
Plan view Sheets for Mesa, El Paso & Santa Fe (Minimal approach work)		2	4	4	16			26	
<b>ADA Ramps &amp; Details</b>									
SW3P Drawings all Bridge Locations			2	2	4			8	
Sw3P Index Sheet		1	3	3	8			15	
Utility Plan Sheets (Relocation or Replacement)			1	1	1			2	
Index of Sheets		1	4	4	8			17	
General Notes, Specifications & Special Provisions		2	8	4	1			2	
								14	
<b>Traffic &amp; Pedestrian Control Plan</b>									
TCP Narrative									
Detour Plan (Traffic & Pedestrian)		1	4	2				7	
		2	16	16	24			58	
<b>Preparation of submittals</b>									
QA/QC		8	16	24		6		54	
Meetings with UPRR, TxDOT		20	20					40	
Coordination with Subs		2						2	
Review Meetings with City		8	8					16	
Public Meeting		4	4					8	
		2	2					4	
<b>HOURS SUB-TOTALS</b>									
LABOR RATE PER HOUR		0	119	234	203	347	0	6	
DIRECT LABOR COSTS	\$58.00	\$51.00	\$42.00	\$30.00	\$28.00	\$24.00	\$17.50	\$909	
MULTIPLIER	0	\$6,069.00	\$9,828.00	\$6,090.00	\$9,716.00	\$0.00	\$105.00	\$31,808.00	
TOTAL LABOR COSTS	2.78	2.78	2.78	2.78	2.78	2.78	2.78		
SUBTOTAL	\$0.00	\$16,871.82	\$27,321.84	\$16,930.20	\$27,010.48	\$0.00	\$291.90	\$88,426.24	
<b>Bidding &amp; Construction Phase Services</b>									
ATTEND PRE BID CONFERENCE								\$88,426.24	
REVIEW AND EVALUATE BIDS		4	4					8	
ATTEND PRE CONSTRUCTION CONFERENCE		4						4	
REVIEW SHOP DRAWINGS		4	4					8	
ANSWER RFIS AND QUESTIONS		4	8	12				24	
FIELD VISITS AND REPORTS		4	8	12				24	
FINAL WALK THROUGH		12	8	8				28	
HOURS SUB-TOTALS		8	8					16	
LABOR RATE PER HOUR		0	40	40	32	0	0	0	
DIRECT LABOR COSTS	\$58.00	\$51.00	\$42.00	\$30.00	\$28.00	\$24.00	\$17.50	\$112	
MULTIPLIER	0	\$2,690.00	\$1,680.00	\$960.00	\$0.00	\$0.00	\$0.00	\$4,680.00	
TOTAL LABOR COSTS	2.78	2.78	2.78	2.78	2.78	2.78	2.78		
	\$0.00	\$5,671.20	\$4,670.40	\$2,668.80	\$0.00	\$0.00	\$0.00	\$13,010.40	

ATTACHMENT B



FEE SCHEDULE (AIA Engineers, Ltd.)

PROJECT NAME: Downtown Train Way Project

METHOD OF PAY: LUMP SUM

PRIME PROVIDER NAME: AIA ENGINEERS, LTD.

DIRECT EXPENSES					
Rental of Boom Lift to Inspect Bridges (Require 3 for Three Teams Inspecting) UPRR to use their Contractor?	\$10,000.00				
<b>SUBTOTAL DIRECT EXPENSES</b>					<b>\$10,000.00</b>

GRAND TOTAL

\$320,512.10

ATTACHMENT B

**Fee Summary**

Project Name: COEP - Downtown Train Bridge Reconstruction  
 Consultant: HDR

**Cost Component, Hours**

	<b>UPRR Coordination</b>
Project Principal	0
Project Manager/Senior Engineer.	60
Project Engineer	0
Design Engineer	40
Engineer-in-Training	16
Sr. Design Technician	0
CADD Technician	52
Admin/Clerical	10
<b>Labor Hours</b>	<u>178</u>

**Cost Component, Dollars**

**Billing Rate**

Project Principal	\$243	\$0
Project Manager/Senior Engineer.	\$206	\$12,360
Project Engineer	\$164	\$0
Design Engineer	\$140	\$5,600
Engineer-in-Training	\$100	\$1,600
Sr. Design Technician	\$115	\$0
CADD Technician	\$86	\$4,472
Admin/Clerical	\$76	\$760
<b>Labor Dollars</b>		<u>\$24,792</u>

**Cost Component, Expenses**

Travel - UPRR Coordination (2 @ 1 person)	\$824
<b>Total Expenses</b>	<b>\$824</b>

<b>TOTAL FEE</b>	<b>\$25,616</b>
------------------	-----------------

Project Name: **COEP - Downtown Train Bridge Reconstruction**

Consultant: **HDR Engineering, Inc.**

No. of Sheets	UPRR Coordination	Hours for the Classifications								Total
		Project Principal	PM / Senior Engineer	Project Engineer	Design Engineer	Engineer in Training	Sr. Design Technician	SR CADD Technician	Admin / Clerical	
10	Develop RR Exhibit A for construction		20		40			40	8	108
	Prepare for and Attend two Meetings with UPRR Manager of Pub Proj, Yard Master, Roadmaster, Const. or Maint. Managers		26							26
	Coordinate Minor Comments from UPRR		14			16		12	2	44
<b>10</b>	<b>Total Hours and Sheets</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>40</b>	<b>16</b>	<b>0</b>	<b>52</b>	<b>10</b>	<b>178</b>

## Huitt-Zollars, Inc. Engineering/Surveying

5822 Cromo Drive, Suite 210, El Paso, Texas 79912

### SURVEY CREW FEE SCHEDULE

Bataan Memorial Trainway 09-02-2010

<b>TYPE</b>	<b>RATE</b>		<b>HOURS</b>		<b>COST</b>
<b>OPTICAL FIELD SURVEY</b>					
1-PERSON SURVEY CREW	\$90.00		28		\$2,520.00
2-PERSON SURVEY CREW	\$120.00		88		\$10,560.00
3-PERSON SURVEY CREW	\$150.00				\$0.00
<b>GPS FIELD SURVEY</b>					
1-PERSON SURVEY CREW	\$130.00				\$0.00
2-PERSON SURVEY CREW	\$170.00		16		\$2,720.00
3-PERSON SURVEY CREW	\$190.00				\$0.00
<b>TOTAL FIELD HOURS</b>			<b>132</b>		
<b>OFFICE DRAFTING/DESIGN</b>					
SURVEY MANAGER	\$140.00		42		\$5,810.00
PROJECT SURVEYOR	\$110.00				\$0.00
SURVEYOR INTERN	\$90.00				\$0.00
SURVEY TECHNICIAN	\$70.00		120		\$8,400.00
<b>TOTAL OFFICE HOURS</b>			<b>162</b>		
<b>TOTAL HOURS; TOTAL COST</b>			<b>294</b>		<b>\$30,010.00</b>

**PROPOSED SCOPE OF SERVICES AND FEE**

**Downtown Train Way Reconstruction**

Prepared by: **Strategies & Plus**

Joe E. Tarin

Submitted to: AIA Inc.

Date: September 15, 2010

Attention: Ricardo A. Prieto

Re: Public Contact and Involvement

1. Public contact and involvement will include two (2) formal community meetings during the design phase with property owners, businesses, governmental agencies and residents to discuss improvements and how improvements will affect adjacent property owners.
2. The public contact and involvement will be divided into two phases as follows:

**PHASE I – Preliminary Design**

- Attend Kick-off meeting
- Canvass and identify property owners impacted and record property addresses.
- Canvass and identify businesses/residents impacted and record property addresses.
- Personally contact all property owners and businesses impacted by the improvements.
- Conduct door to door visits with property owners and residents to discuss improvements.
- Provide written correspondence (both in English and Spanish) regarding improvements to property owners/businesses/residents not available during the door to door visits and possibly setup future meetings.
- Attend two formal community meetings during preliminary design phase.
- Maintain contact list and minutes of meetings.

**PHASE II – Final Design & Bidding**

- Maintain contact with property owners to ensure accurate and complete project updates.
- Document issues/concerns identified by property owners, businesses, and residents.
- Possibly setup follow-up meetings with property owners to address issues/concerns.
- Maintain contact list and minutes.
- Prepare final report.

3. All formal community meetings will be conducted by the City, with the Consultant team present to make a presentation of the improvements and answer questions.

**PROPOSED FEE: \$10,000**

## Huitt-Zollars, Inc. Engineering/Surveying

5822 Cromo Drive, Suite 210, El Paso, Texas 79912  
Bataan Memorial Trainway 09-02-2010

	88	28	16	120	42	
	Hours for	Hours for	Hours for	Hours for	Hours for	
Resource Task	2 person Optical	1 person Optical crew (scanner)	2 person GPS crew	Office Tech	RPLS	
1)	16		16	8	2	
2)	28	28		40	28	
3)				16	2	
4)						
5)	16			24	4	
6)	12			16	3	
7)				16	2	
8)	16				1	
Check Sums	88	28	16	120	41.5	
1) Establish Control Points along top and in trainway at track level;						
2) Optical Survey under each of seven bridges, to include walls, bridge bottoms, visible utilities, and utility paint marks;						
3) Fill in survey of tracks and visible utilities between seven bridges, east of Campbell and west of Santa Fe; (Field work for this item to be performed concurrent with Item 2, changed from proposal dated 8/13/2010)						
4) <del>Railroad Flagger Coordination and Standing Train Downtime (estimated at 25% of trainway survey at track level - Items 2 &amp; 3 above)</del> This item deleted from proposal dated 08/13/2010, It is now assumed that adequate access to survey and open lines of sight will be granted within the allocated survey time of 4 hours per bridge.						
5) Detail topographic and utility survey of bridge tops and street approaches for Campbell, Kansas, Oregon, & Stanton;						
6) Basic topographic survey of bridge tops and street approaches for El Paso, Mesa, & Santa Fe;						
7) Utility Research and Line Spot Calls;						
8) Utility Survey in Field;						



6802 Commerce, Unit A  
 El Paso, Texas 79915  
 Ph. (915) 771-7766  
 Fax (915) 771-7786

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

August 9, 2010 (Revised September 15, 2010)

AIA Engineers, LTD.  
 800 N. Mesa, Suite 150  
 El Paso, Texas 79902

Attn.: Mr. Rick Prieto, P.E.  
 Project Manager

Re: Proposal for General Soils Investigation &  
 Limited Bridge Concrete Deck Coring Evaluation for  
 City of El Paso – Campbell, Kansas, Stanton,  
 Oregon, El Paso & Santa Fe Street Bridges  
 El Paso, El Paso County, Texas  
 CQC Proposal No. PGCQC10-068

Dear Mr. Prieto:

In response to your request, CQC Testing and Engineering, LLC. (CQC) is pleased to provide AIA Engineers, LTD. (Client) with this revised proposal for professional evaluation services for the above referenced project. This revised proposal reflects a reduction in our original estimated fee for the services described in this proposal. We thank you for providing our firm the opportunity to submit this proposal to provide general soils investigation and bridge concrete deck coring evaluation services on this important bridge structures improvements project. This proposal presents our understanding of the project, our proposed scope of services, our estimated fee, and our standard terms and conditions associated with our services for this project.

#### I. Project Description

The subject project consists of the evaluation of a total of six (6) bridges located in downtown El Paso, Texas. The bridges currently span over the main Union Pacific (U.P.) Railroad rail line corridor, which traverses from east to west in the downtown area. The bridges are specifically identified as Campbell, Kansas, Stanton, Oregon, El Paso and Santa Fe Street bridges. Based on previous observations performed of the bridge structures, it is our understanding that the bridges exhibit deck and concrete substructure distresses in the form of cracking, spalling, and deterioration of structural elements. We also understand from our Client that apparent settlement has been observed at the southwest corner of the Campbell Street bridge wingwall. As a result, our Client has been retained by the City of El Paso to further evaluate the bridge structures mentioned above and the soil conditions within the south embankment area of the Campbell Street bridge.

As requested, the broad objective of our services shall be to generally evaluate the subsurface soil conditions within the Campbell Street bridge embankment area, collect subsurface soil information, conduct field tests, and develop soil related strength and bearing capacity information to assist our Client with the development of remediation foundation designs for the Campbell bridge. We shall also evaluate the concrete compressive strength and concrete chloride content of specific bridge decks.

#### II. Scope of Services

As requested by our Client, our general field investigation shall consist of drilling a single soil boring within the embankment area at the southwest corner of the Campbell Street bridge to a maximum depth of 30 feet or reasonable auger refusal, whichever is shallower.

**ATTACHMENT B**

August 9, 2010 (Revised September 15, 2010)  
 CQC Proposal No. PGCQC10-068  
 Proposal for General Soils Investigation &  
 Bridge Concrete Deck Coring Evaluation for  
 City of El Paso – Campbell, Kansas, Stanton,  
 Oregon, El Paso & Santa Fe Street Bridges  
 El Paso, El Paso County, Texas

The boring 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 depth 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.

All collected soil samples shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained soil samples shall be sealed to prevent moisture loss and transported to our laboratory for further evaluation and soil classification testing. The boring shall be logged in the field by a trained member of our geotechnical staff. If groundwater or water seepage is encountered during our field activities, the depth shall be recorded. At the completion of our field operations, the boring shall be backfilled with auger cuttings, compacted, and patch with "cold-mix" asphaltic-concrete at the surface. If required, horizontal and vertical elevations at the boring location shall be reported, provided that we receive an existing conditions topographic survey of the project area prior to completing our evaluation report.

As requested by our Client, our scope of work shall also include collecting up to twenty-one (21) concrete cores from the bridge sidewalks and deck areas to evaluate the compressive strength and the chloride content of the collected concrete samples. The following table lists the number of cores requested and proposed for each bridge element. Please note that we have proposed to collect additional cores than those requested based on our experience with testing requirements and the need for additional test samples if the results are subjective and/or questionable.

ITEM NO.	BRIDGE	STRUCTURAL ELEMENT	NUMBER OF CORES REQUESTED	PROPOSED NUMBER OF CORES
1	Campbell St.	Deck	Not Requested	-
		Sidewalk	1	1
2	Kansas St.	Deck	1	3*
		Sidewalk	1	1
3	Stanton St.	Deck	1	3*
		Sidewalk	1	1
4	Oregon St.	Deck	1	3*
		Sidewalk	1	1
5	El Paso St.	Deck	1	3*
		Sidewalk	1	1
6	Santa Fe St.	Deck	1	3*
		Sidewalk	1	1

\*Additional cores required for chloride and compressive strength testing purposes

The cores shall be performed with a diamond impregnated drill bit and collected on the topside of the bridge deck. A metal detector and/or ground penetrating radar shall be utilized to mitigate the cutting of reinforcement within the structures, if possible. The collected concrete cores shall be measured for thickness and subjected to compressive strength testing and chloride content testing in the laboratory. At the completion of our coring operations, the core holes shall be patched with high strength rapid setting concrete, as required. The concrete shall also be evaluated in accordance with ASTM C-597 using a V-meter Mk III, which is an ultrasonic, pulse-

## ATTACHMENT B

August 9, 2010 (Revised September 15, 2010)  
CQC Proposal No. PGCQC10-068  
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City of El Paso – Campbell, Kansas, Stanton,  
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El Paso, El Paso County, Texas

velocity test system. The data collected from the laboratory compressive strength tests shall be supplemented with additional field data obtained using the V-meter Mk III.

Please note that coordination shall be required with Union Pacific (U.P.) Railroad through our Client, so that we may have access to the underside of each bridge. Access to the underside of the bridge shall be required to identify specific locations where concrete spalling is occurring, so that we may project these areas to the topside of the bridge deck for concrete coring purposes. A high impact drill shall be utilized to drill a small diameter pilot hole up through the deck to target coring locations. This area shall be scanned with a hand held ground penetrating radar unit to located reinforcement prior to drilling. In addition, the coring operations shall be monitored below the bridge deck for safety precautions. We anticipate that a two-man crew shall be required to monitor activities and to place a net at the ground level to catch cores and/or falling debris, if necessary. Please note that our estimated fee does not include the rental of a lift for accessing the bottom of the bridge deck. We anticipate that our client shall also require the rental of lifts to perform observations. As a result, we shall make an effort to coordinate our activities concurrently for budgetary considerations.

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

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

### III. Evaluation Report and Schedule

At the completion of our field activities and laboratory tests, a formal written report shall be prepared and provided to our Client. Our report shall provide a boring/core location site plan, our soil boring log, soil classification tests results, concrete core compressive strength test results, chloride content test results, and soil related strength and bearing capacity information developed from our soil boring findings to assist our Client with foundation remediation designs.

Four (4) copies of the final report shall be provided to our Client. We anticipate that we may commence our field activities within five (5) working days from our Client's written notice to proceed. A final report shall be provided within four (4) weeks after the completion of our field activities.

### IV. Estimated Fee and Standard Terms & Conditions

We propose to provide the services described above for the estimated fee of \$ 20,000.00.

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 above estimated fee and the attached Standard Terms and Conditions, Sheet 1 of 1.

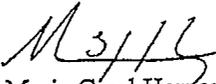
ATTACHMENT B

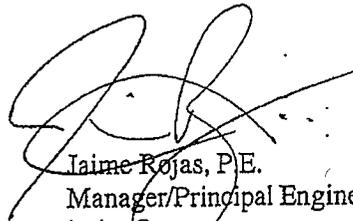
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Proposal for General Soils Investigation &  
Bridge Concrete Deck Coring Evaluation for  
City of El Paso - Campbell, Kansas, Stanton,  
Oregon, El Paso & Santa Fe Street Bridges  
El Paso, El Paso County, Texas

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.

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.

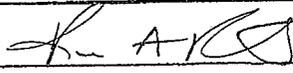
Respectfully Submitted,  
**CQC Testing & Engineering, LLC.**

  
Maria Gisel Hernandez  
Project Engineer  
[ghernandez@cqceng.com](mailto:ghernandez@cqceng.com)

  
Jaime Rojas, P.E.  
Manager/Principal Engineer  
[jrojas@cqceng.com](mailto:jrojas@cqceng.com)

Attachments: Standard Terms and Conditions, Sheet 1 of 1  
Copies: Above Addressee - 2 copies by mail/ 1 copy by e-mail ([rprieto@aiainc.com](mailto:rprieto@aiainc.com))

Acceptance of Terms & Conditions of This Proposal

Authorized Company Representative Signature:   
Type/Printed Name: Ricardo A. Prieto  
Title: Vice-President  
Company Name: AIA Engineers  
Date: 9/16/10  
Authorized Estimated Fee: 20,000<sup>00</sup>

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

For the Project known as "**Downtown Train Way Bridge Reconstruction**," hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

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

**REPORT PHASE**

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's

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

representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
  - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
  3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

**PHASE I - PRELIMINARY DESIGN PHASE**

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

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

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

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

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

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

**PHASE II - PRE-FINAL DESIGN PHASE**

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

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

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

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

**PHASE III - FINAL DESIGN PHASE**

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

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

**BIDDING PHASE**

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

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

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

**CONSTRUCTION PHASE**

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

ATTACHMENT "C"  
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

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

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

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

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

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

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

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

**ADDITIONAL SERVICES OF THE CONSULTANT**

**GENERAL**

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

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

**RESIDENT PROJECT SERVICES**

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

ATTACHMENT "C"  
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
  
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

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

For the Project known as "**(Downtown Train Way Bridge Reconstruction)**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **(Four Hundred Six Thousand One Hundred Thirty Eight 10/100 dollars) 10/100 DOLLARS (\$406,138.10)** 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.

<b>Fixed fee Payment to Consultant</b>	
Report Phase	\$N/A
Preliminary Design Phase	\$232,010.00
Pre-Final Design Phase	\$72,691.86
Final Design Phase	\$88,426.24

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Bidding Phase	Time and Materials	Proposal Estimated Amount	\$3,000.00
Construction Phase	Time and Materials	Proposal Estimated Amount	\$10,010.00

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 **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

**PHASE II—PRE-FINAL DESIGN PHASE**

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

**PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **15 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **thirty copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **3 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

**PHASE IV—BIDDING PHASE**

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

**PHASE V - CONSTRUCTION PHASE**

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



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/15/2010

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703  
**MICHAEL J. HALL & COMPANY**  
 HALL & COMPANY  
 19660 10TH AVENUE N.E.  
 POULSBO WA 98370

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty and Surety Co of America	31194
INSURER B: American Casualty Company of Reading	20427
INSURER C: Transportation Insurance Company	20494
INSURER D:	
INSURER E:	

INSURED  
**AIA ENGINEERS LTD**  
 15310 PARK ROW DRIVE  
 HOUSTON, TX 77084

**COVERAGES**

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	B2095603752	04/01/10	04/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	B2095603752	04/01/10	04/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	B2095603802	04/01/10	04/01/11	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	2057427954	07/01/10	07/01/11	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
A		OTHER Professional Liability Claims Made Form	105277249	05/01/10	05/01/11	\$1,000,000 Each Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS  
 SEE SUPPLEMENTAL CERTIFICATE INFORMATION

**CERTIFICATE HOLDER**

City of El Paso Engineering Dept.  
 2 Civic Center Plaza, 4th floor  
 El Paso, TX 79901-1153

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, OR MATERIALLY CHANGED, BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

*Ashley L. Hurd*  
 Ashley L. Hurd

Attention: Mrs. Irene Ramirez, P.E.

ACORD 25 (2009/01)

Certificate # 118819

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**SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #118819**DATE  
JUL 15 2010**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

"In The Event Of Non-Payment Of Premium, Only 10 Days Notice Of Cancellation Shall Be Given"

**Project : Downtown Train Bridge Reconstruction**

The City of El Paso is an additional insured per written contract or agreement between insured and insured's client on the General Liability and Automobile Liability regarding liability arising out of activities by or on behalf of the named insured. This insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the General Liability, Auto Liability, Workers Compensation & Employers Liability and Umbrella / Excess Liability in favor of the Additional Insured.



**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED ENDORSEMENT  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

**&**

**BLANKET WAIVER OF SUBROGATION**

**Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS**

- A. WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B. The insurance provided to the additional insured is limited as follows:**
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS - "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:**
- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
  - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
- 5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:**
- a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS - Duties in The Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the Businessowners Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**D. OTHER INSURANCE (Section H. 2. & 3.)** of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.)** of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

Name of person or organization

(x) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

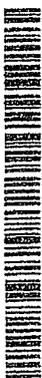
2. Operations:

3. Premium

The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

20020606050880030031169201459



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No.

Premium \$:

Insurance Company

Countersigned by

*Valley Z. Frank*

**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**

This Certificate of Insurance 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.