

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: October 8, 2013

CONTACT PERSON/PHONE: R. Alan Shubert, P.E., Project Engineer – El Paso Ballpark, 541-4423

DISTRICT(S) AFFECTED: 8

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and AMEC Environmental & Infrastructure, Inc., a Nevada Corporation, for a project known as "Construction Testing and Inspection Services for El Paso Ballpark" for an amount not to exceed Three Hundred Forty Nine Thousand Four Hundred Seventy Four Dollars and No/00 (\$349,474.00) and that the Project Engineer – El Paso Ballpark be authorized to approve up to \$50,000.00 in additional services, for a total contract amount not to exceed Three Hundred Ninety Nine Thousand Four Hundred Seventy Four Dollars and No/00 (\$399,474.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.

BACKGROUND / DISCUSSION:

The Engineering and Construction Management Department completed a Request For Qualifications (RFQ) process regarding the construction testing and inspection services for the El Paso Ballpark. The scope of work is for Professional Services, including testing and inspection services for the excavation and subgrade work, cast-in-place concrete, structural steel and masonry, and special inspections per Chapter 17 of the 2009 International Building Code.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$399,474.00; DeptId 190, Division 99998, Fund 4735, Account 580270, PCP13STADIUM1, Baseball Stadium Construction.

BOARD / COMMISSION ACTION:

N/A



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

DEPARTMENT HEAD: _____

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

Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and AMEC Environment & Infrastructure, Inc., a Nevada Corporation, for a project known as "Construction Testing and Inspection Services for El Paso Ballpark" for an amount not to exceed Three Hundred Forty Nine Thousand Four Hundred Seventy Four Dollars and No/100 (\$349,474.00) and that the Project Engineer – El Paso Ballpark be authorized to approve up to \$50,000.00 in additional services, for a total contract amount not to exceed Three Hundred Ninety Nine Thousand Four Hundred Seventy Four Dollars and No/100 (\$399,474.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.

ADOPTED THIS _____ DAY OF _____ 2013.

CITY OF EL PASO:

Oscar Lesser,
Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.
Project Engineer – El Paso Ballpark

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2013 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and AMEC ENVIRONMENT & INFRASTRUCTURE, INC., a Nevada Corporation, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as "CONSTRUCTION TESTING AND INSPECTION SERVICES FOR EL PASO BALLPARK", hereinafter referred to as the "Project", the scope of which is further described in Attachment "A"; and

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

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

ARTICLE I.
ATTACHMENTS

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

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

ARTICLE II.
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform construction testing and inspection professional services for the Project. The Project shall consist of the Consultant's completion of one or more of the services listed in the Scope of Services attached hereto as Attachment "A" (the "Services"). Such Scope of Services shall be completed in accordance with the schedule described in Attachment "D".

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

2.3 The Consultant shall serve as the Owner's professional representative 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 Project Engineer – El Paso Ballpark as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The Project Engineer – El Paso Ballpark 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. Project Engineer – El Paso Ballpark 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 **THREE HUNDRED FORTY NINE THOUSAND FOUR HUNDRED SEVENTY FOUR AND NO/100 DOLLARS (\$349,474.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 **CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by the Project Engineer - El Paso Ballpark, 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 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 term of this Agreement shall be for the duration of the construction of the El Paso Ballpark or a period not to exceed **one (1) year** from the date first shown above, whichever occurs first. The services called for shall begin upon the issuance of a Notice to Proceed from the Project Engineer – El Paso Ballpark. The Consultant shall complete the requested services in accordance with the timelines and schedules provided by the Project Engineer – El Paso Ballpark.

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. 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**
 - \$1,000,000.00 for one person or occurrence
 - \$2,000,000.00 for two or more persons or occurrences
 - Property Damage**
 - \$1,000,000.00 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 Project Engineer - El Paso Ballpark 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, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

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.

6.2 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 Project Engineer - El Paso Ballpark of any delay beyond its control and the Project Engineer - El Paso Ballpark shall extend the time schedule in the event of delays which the Project Engineer - El Paso Ballpark reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

7.3 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the

Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

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

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

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

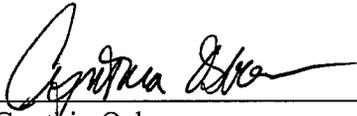
CITY OF EL PASO:

Joyce A. Wilson
City Manager

**CONSULTANT:
AMEC ENVIRONMENT &
INFRASTRUCTURE, INC.**

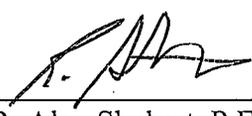
By: Jamie R. Barnes
Title: Principal

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
Project Engineer - El Paso Ballpark

(Acknowledgements on following page)

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2013 JUL -2 PM 12:47

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ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2013,
by **Joyce Wilson**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

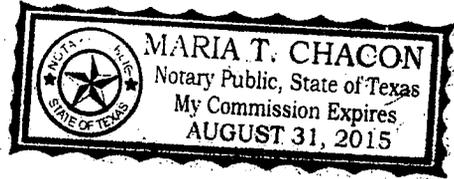
This instrument was acknowledged before me on this 15th day of July, 2013,
by **Jamie R. Barnes**, as **Principal** of **AMEC Environment & Infrastructure, Inc.**

Maria T. Chacon

Notary Public, State of Texas

My commission expires:

8-31-15



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ATTACHMENT A

Project Scope

Title: **Construction Testing and Inspection Services for El Paso Ballpark**

LOCATION: **El Paso Ballpark**

BUDGET: **\$349,474.00**

GENERAL DESCRIPTION:

Consultant shall render services related to the construction of the El Paso Ballpark, as directed by Owner or Owner's authorized representative and pursuant to the Structural Testing and Inspection Specifications provided by Owner's design consultant Populous, Inc., which may include, but are not limited to:

1. Provide professional engineering services in the field of geotechnical and materials testing.
2. Provide Technical and Professional Engineering Consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials for the projects.
3. Provide materials engineering and testing, and construction quality assurance /quality control (QA/QC) services. All field and laboratory procedures shall be performed under the direct supervision of a registered professional engineer in accordance with ASTM E 329 Standards Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in construction.
4. Provide the owner a monthly report of tasks and activities related to this service. Report should include project name, percent of testing completed, amount of invoices paid, total amount of purchase order.
5. Provide notification to owner when contractors request overtime for testing. Overtime for testing services will be paid for Contractor. Owner (City) will not pay overtime unless requested and is approved in writing by Owner (City).
6. The Contractor will pay for failed tests. Owner will be provided with date, time and number, amount of failed tests.
7. Provide services consistent with Populous El Paso Ballpark Project Specifications (dated April 19, 2013) including but not limited to the following sections:
 - Section 014100 – Quality Requirements
 - Section 014529 – Structural Testing and Inspections
 - Section 034100 – Structural Precast Concrete
 - Section 034134 – Precast Pretensioned Concrete Seating Units
 - Section 051200 – Structural Steel Framing
 - Section 053133 – Steel Form Decking
 - Section 052100 – Steel Joist Framing

ATTACHMENT A

Section 053113 – Steel Floor Decking

Section 053123 – Steel Roof Decking

8. Provide only those services which lie within the technical and professional areas of expertise which the Consultant is adequately staffed and equipped to perform. The Consultant may be asked to conduct any of the following test/studies/inspections:

1. FOUNDATION:

- (a) Shallow foundations (Continuous and spread)
- (b) Deep foundations (Driven piles, drilled shafts and auger-cast piles)
- (c) Mats and post-tensioned slabs.
- (d) Bearing Capacity (Ultimate and Allowable) Analysis.
- (e) Settlement Analysis
- (f) Load testing of foundations
- (g) Construction inspection of all types of foundation.
- (h) Failure Analysis and Remediation Design for Distressed Foundation and Retaining Walls.

2. ROADWAY SOIL SURVEYS & PAVEMENT DESIGN:

- (a) Streets, Airfields and Parking Lots.
- (b) Flexible and Rigid Pavement Designs.
- (c) Subgrade, Subbase and Base Course Stabilization Analysis.
- (d) Construction Materials Specifications.
- (e) Pavement Failure Analysis and Remediation Design.

3. SLOPE STABILITY & EARTHEN RETENTION SYSTEMS:

- (a) Earth Pressure Coefficients
- (b) Slope Stability Analysis
- (c) Shoring & Trench Safety System Designs
- (d) Retaining Walls-gravity, sheet pile, bulkhead, cantilever, etc.

TECHNICAL SERVICE GROUP:

The geotechnical Consultant shall be staffed with a Technical Service Group that consist of certified field and laboratory technicians. All field and laboratory work shall performed by certified technicians with at least five (5) years of materials testing and inspection experience. Members of the Technical Service Group shall maintain the following qualification and certifications:

Matter #13-1004-347 PL # 189269
EX A - Prof Svc Agreement
Construction Testing and Inspection Services
El Paso Ballpark
AMEC Environment & Infrastructure, Inc
COSB

ATTACHMENT A

1. Current National Institute for Certification in Engineering Technologies-Construction Materials Testing, Level I-IV.
2. Current National Institute for Certification in Engineering Technologies-Geotechnical Engineering, Levels I-III.
3. Current American Concrete Institute-Grades I and II Concrete Technician.
4. Current Nuclear Gauge Operator and Safety Training Certification.

The Consultant shall be able to demonstrate that he/she is equipped, certified, and able to perform the following materials tests :

A. S O I L S:

- a. Nuclear Density
- b. Sand Cone Density
- c. Gradation
- d. Hydrometer Analysis
- e. Atterberg Limits
- f. Specific Gravity
- g. Soil Stabilization Design
- h. Moisture-Density Relation
- i. Unconfined Strength
- j. Permeability (Falling Head, and Constant Head)
- k. California Bearing Ratio (CBR)

B. C O N C R E T E:

- a. Mix Designs
- b. Flatness/Levelness
- c. Slump & Air Content
- d. Unit Weight/Yield
- e. Compressive Strength
- f. Flexural Strength
- g. Coring, and Testing of Cores.

C. M A S O N R Y:

- a. Compressive Strength of Masonry Units
- b. Compressive Strength of Constructed Prisms
- c. Mortar Mix Design
- d. Strength of Mortar
- e. Absorption
- f. Grout Mix Design

D. A S P H A L T:

ATTACHMENT A

- a. Pavement Section Design
- b. Bitumen Extraction
- c. Stability & Flow
- d. Mix Designs
- e. Aggregate Gradation
- f. Specific Gravity
- g. Unit Weight
- h. Coring

E. A G G R E G A T E S :

- a. Moisture Content
- b. Gradation
- c. Specific Gravity
- d. Soundness
- e. Los Angeles Abrasion
- f. Absorption
- g. Clay Lumps/Friable Particles
- h. Flat/Elongated Pieces
- i. Fractured Faces.

F. OTHER MATERIALS TESTING AS REQUIRED.



May 30, 2013

Mr. Phil Couture
International Facilities Group, LLC
105 W. Adams
Suite 2700
Chicago, IL 60603

Mr. Benjamin Ortega
City of El Paso
Engineering & Construction Management Department
222 S. Campbell – 2nd Floor
El Paso, TX 79901

**Subject: Construction Testing & Inspection Services
El Paso Ballpark**

Gentlemen:

AMEC Environment & Infrastructure, Inc. (AMEC) is pleased to present our proposed unit rates for the Construction Testing & Inspection Services for the El Paso Ballpark. We have included standard unit rates (**Attachment 1**) based on our existing contracts with the City of El Paso, modified to include our team member personnel. Based on our meeting of May 29th, AMEC has generated a revised estimate of effort (**Attachment 2**) to reflect our understanding of the current schedule and level of effort anticipated by the City of El Paso (CEP) and International Facilities Group, LLC (IFG).

It is understood that all work is intended to be conducted on a time and materials basis in response from directives from the CEP, IFG and parties authorized by the CEP and IFG to direct our services.

Construction details remain to be worked out and our estimate is provided only for budgetary consideration. It is understood that this estimate may vary depending on actual effort deemed appropriate by the CEP and IFG as well as the final project specifications and schedules. Due to the nature of the services, AMEC is not in a position where we have complete control work flow and actual effort and fees will reflect project needs and direction by the City and IFG. It is our recommendation that adequate working budget be provided to allow uninterrupted support of this fast-track project. AMEC will only bill for actual services conducted. We will provide routine updates/billings to allow tracking and adjustment of expenditures to match overall project goals.

Fees quoted include placement of a laboratory trailer at the job site. AMEC assumes space and electrical hookups will be provided at no cost to us. It is also assumed all project deliverables will be in an electronic format.

AMEC Environment & Infrastructure, Inc.
125 Montoya Road
El Paso, Texas 79932
Tel (915) 585-2472
Fax (915) 585-2626
www.amec.com

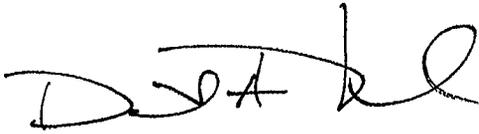
Construction Testing & Inspection Services
El Paso Ballpark
Fee Schedule and Revised Estimate
Page (2)

Please feel free to contact me with any questions or comments.
Respectfully submitted,

AMEC Environment & Infrastructure, Inc.

Texas Registered Engineering Firm F-0012

Texas Registered Geoscience Firm 50184



David A. Varela, PE
Senior Engineer



Jamie R. Barnes, P.G.
Principal

Addressees (1)

Copies: Alan Shubert, PE – City of El Paso
Irene Ramirez, PE – City of El Paso

Attachment 1 - Unit Fee Schedule

Construction Testing & Inspection Services - El Paso Ballpark
 Unit Fee Schedule
 AMEC Environmental & Infrastructure



	Unit	Unit Cost (\$/ea)	Comments
Labor			
Principal	Hour	\$180.00	Applicable to all labor, travel, inspection, meetings, all professional, testing and inspection services.
Senior Project Manager	Hour	\$153.00	
Project Manager/ Professional	Hour	\$143.00	
Senior Inspection Specialist	Hour	\$140.00	
Project Engineer/Specialist	Hour	\$116.00	
Level 1 Staff Engineer/Geologist/Specialist	Hour	\$106.00	
Level 2 Staff Engineer/Geologist/Specialist	Hour	\$95.00	
Level 3 Staff Engineer/Geologist/Specialist	Hour	\$90.00	
Level 4 Staff Engineer/Geologist/Specialist	Hour	\$85.00	
Senior Field Professional	Hour	\$74.00	
GIS/CAD Technician Level 1	Hour	\$77.00	
GIS/CAD Technician Level 2	Hour	\$57.00	
Supervising Technician	Hour	\$74.00	
Field/Lab Technician	Hour	\$53.00	
Admin/Clerical 1	Hour	\$65.00	
Admin/Clerical 3	Hour	\$51.00	
Welding Inspector	Hour	\$82.00	
Overtime markup	Percent	25%	Applicable to holidays, weekend work only
Facilities/Supplies			
Vehicle	Day	\$50.00	Flat daily rate per vehicle used
Office Trailer	Month	\$400.00	available - does not include equipment (see below)
Office/Lab Trailer	Month	\$1,000.00	Office space with select testing equipment at site, assume location, electrical available
Printing, 8 1/2 x 11 B&W	Page	\$0.25	Only for high volume submittals, will not apply to routine reporting
Printing, 8 1/2 x 11 Color	Page	\$0.75	
Printing, oversize	Page	\$8.50	
Markup for non-specified services	Percent	10%	includes subcontracted services, supplies, non-local travel costs
Field and laboratory testing			
Moisture-Density (proctor)	Each	\$270.00	Stand alone testing rates for tests ran in static laboratory. Tests ran in mobile laboratory included in hourly rate.
Rock correction for proctor	Each	\$40.00	
Particle Size	Each	\$68.00	
Atterberg Limits Testing	Each	\$68.00	
Moisture content	Each	\$12.00	
Break Concrete, mortar, grout	Each	\$15.00	
Concrete Mix Design	Each	\$3,500.00	Per design
Schmidt hammer	Day	\$60.00	Equipment only, labor separate
Windsor probe	Each	\$120.00	Equipment only, labor separate
Non-specified testing	TBD	TBD	To be quoted if needed

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "CONSTRUCTION TESTING AND INSPECTION SERVICES FOR EL PASO BALLPARK", hereinafter referred to as the "Project", the Consultant shall 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 and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering and Construction Management 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 in the performance of the Services the subject of this Agreement. 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.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services, 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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 the construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the Project Engineer - El Paso Ballpark 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 "**CONSTRUCTION TESTING AND INSPECTION SERVICES FOR EL PASO BALLPARK**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **THREE HUNDRED FORTY NINE THOUSAND FOUR HUNDRED SEVENTY FOUR AND NO/100 DOLLARS (\$349,474.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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 construction phase 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.

Payment 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

It is understood that all Services to be conducted shall be on a time and materials basis and all deliverables shall be in accordance with directives from the Owner or Owner's authorized representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Insured Contract Executed Prior To Loss	All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP OR Joint Venture Project Specific insurance program for which the named insured is an enrolled participant.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CANCELLATION – NOTICE TO ADDITIONAL INTERESTS

Named Insured AMEC USA Holdings, Inc.			Endorsement Number
Policy Symbol HDO	Policy Number G24553401	Policy Period 05/01/2013 to 5/1/2014	Effective Date of Endorsement 5/1/2013
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Form
Excess Commercial General Liability Policy**

In the event that we cancel the policy, we agree to mail to the additional interests set forth in the Schedule below 10 days advance notice if the cancellation is for nonpayment of premium and 90 days advance notice if the cancellation is for a legally permissible reason other than nonpayment of premium.

Schedule: As per on file with Broker

Name:
Address:

Authorized Agent

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract; provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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 in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, TO PROVIDE WAIVER OF SUBROGATION UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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 05/01/2013
Insured AMEC USA HOLDINGS, INC.

Policy No. WC 3504866 12

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____



CITY OF EL PASO
ENGINEERING & CONSTRUCTION
MANAGEMENT DEPARTMENT
222 S. CAMPBELL, 2ND - FLOOR
EL PASO, TX 79901

SELECTION COMMITTEE SCORE SUMMARY FORM

PROJECT: CONSTRUCTION TESTING & INSPECTION SERVICES FOR EL PASO BALLPARK **DATE:** May 15, 2013

	RABA - KISTNER	AMEC	PSI	LEC GROUP
Rater #1	2	1	4	3
Rater #2	2	1	4	3
Rater #3	1	3	4	2
Rater #4	3	1	4	2
Rater #5	1	2	4	3
Total Score	9	8	20	13
RANK	2nd	1st	4th	3rd



ITEM 9A

Agreement for Professional Services by and between the City of El Paso and AMEC Environment & Infrastructure, Inc., a Nevada Corporation, for a project known as “Construction Testing and Inspection Services for El Paso Ballpark”

R. Alan Shubert, P.E.

Project Engineer – El Paso Ballpark



Background

- ❑ On September 18, 2012 City Council approved the Ballpark Development Agreement between the City and Mountainstar Sports Group

- ❑ City Council also approved the use of Construction Manager-At-Risk as an alternative project delivery method and approved the use of the process for this particular project on September 18, 2012.



Background

- ❑ On November 27, 2012 City Council approved the Design Agreement between the City and Populous

- ❑ On January 8, 2013, City Council approved the Construction Manager-At-Risk contract with Jordan-Hunt, a Texas Joint Venture



Contract Information

Contract Amount:

\$349,474.00

Contract Amount

Inspection & Testing of:

- Excavation and Subgrade work
- Cast-in-place Concrete
- Structural Steel
- Masonry
- Special inspections per Chapter 17 of the 2009 IBC



Action:

Action Requested:

- “That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and AMEC Environmental & Infrastructure, Inc., a Nevada Corporation, for a project known as “Construction Testing and Inspection Services for El Paso Ballpark” for an amount not to exceed Three Hundred Forty Nine Thousand Four Hundred Seventy Four Dollars and No/00 (\$349,474.00) and that the Project Engineer – El Paso Ballpark be authorized to approve up to \$50,000.00 in additional services, for a total contract amount not to exceed Three Hundred Ninety Nine Thousand Four Hundred Seventy Four Dollars and No/00 (\$399,474.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.”

SERVICE SOLUTIONS SUCCESS



The El Paso Ballpark





Questions/Comments

October 15, 2013