

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

**DEPARTMENT:** Engineering and Construction Management

**AGENDA DATE:** October 23, 2012

**CONTACT PERSON NAME AND PHONE NUMBER:** Irene D. Ramirez, P.E., Assistant City Engineer (X4428)

**DISTRICT(S) AFFECTED:** District 8

**SUBJECT:**

That the City Manager be authorized to sign authorized an Agreement for Professional Services by and between the **CITY OF EL PASO** and **CEA Engineering Group, Inc., d/b/a CEA Engineering Group**, a Texas Corporation, for a project known as "**Central Business District Phase IV**" for an amount not to exceed One Million Five Hundred Thirty Five Thousand and No/00 Dollars (\$1,535,000.00; and that the City Engineer be authorized to approve up to \$50,000.00 in additional services, for a total contract amount not to exceed One Million Five Hundred Eighty Five Thousand and No/00 (\$1,585,000.00); 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 project consists of the reconstruction of the following portions of streets: Oregon Street, Mesa, Campbell and Kansas from Paisano to Border Highway, Sixth from Campbell to El Paso, El Paso from Missouri to I-10, Fourth from Stanton to Mesa, Father Rahm from Oregon to El Paso. The project will be designed using SmartCode and CNU design principals. The improvements will include new pavement, sidewalk, curb and gutter, ADA ramps, parkway landscape and pedestrian level street lighting.

CEA was selected through the City's AE selection process, which is qualifications based. The project team experience includes CBD III completed in 2010.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

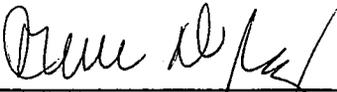
\$1,535,000.00. Funding source: FHWA and 2006 Certificates of Obligation  
Account No: 999-99999-4690-58016-PCP06ST0090

**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 CEA Engineering Group, Inc., d/b/a CEA Engineering Group, a Texas Corporation, for a project known as "Central Business District Phase IV" for an amount not to exceed One Million Five Hundred Thirty Five Thousand and No/00 Dollars (\$1,535,000.00); and that the City Engineer be authorized to approve up to \$50,000.00 in additional services, for a total contract amount not to exceed One Million Five Hundred Eighty Five Thousand and No/00 Dollars (\$1,585,000.00); 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 \_\_\_\_\_ 2012.

CITY OF EL PASO:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT

for \_\_\_\_\_  
R. Alan Shubert, P.E.  
City Engineer

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

AN AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2012 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 **CEA ENGINEERING GROUP, INC., DBA CEA ENGINEERING GROUP**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for a project known as “**CENTRAL BUSINESS DISTRICT PHASE IV**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.  
ATTACHMENTS**

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

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

**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 **ONE MILLION FIVE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$1,535,000.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

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

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

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

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

**3.4 PROJECT CONSTRUCTION BUDGET.** The Consultant acknowledges that the construction budget for this Project allocates **\$11,000,000.00** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

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#### **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"**.

**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**
    - \$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 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 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 0.00% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

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

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

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

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it

will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

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

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

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

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

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

**7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant

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

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

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

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

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

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



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

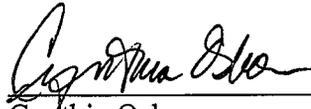
**CITY OF EL PASO:**

\_\_\_\_\_  
Joyce A. Wilson,  
City Manager

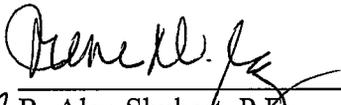
**CONSULTANT:  
CEA ENGINEERING GROUP, INC.,  
DBA CEA ENGINEERING GROUP**

\_\_\_\_\_  
By: Ruben Chavez, P.E.  
Title: Vice President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
for 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 \_\_\_\_\_, 2012,  
by **Joyce A. Wilson, as City Manager of the City of El Paso, Texas.**

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

**My commission expires:**

\_\_\_\_\_

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2012,  
by **Ruben Chavez, P.E., as Vice President of CEA Engineering Group, Inc., dba CEA  
Engineering Group.**

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

**My commission expires:**

\_\_\_\_\_



September 26, 2012

City of El Paso - Engineering Department  
Two Civic Center Plaza – 4<sup>th</sup> Floor  
El Paso, Texas 79901

Attention: Mr. Sam Rodriguez, P.E.

Reference: Fee Proposal for Professional Services  
Central Business District Phase IV

Dear Mr. Rodriguez:

We are pleased to submit our revised fee proposal for professional services related to the above referenced project. The enclosed Scope of Work and fees are based on the direction and comments provided.

We propose to subcontract with the following subconsultants:

- Brock & Bustillos Inc.
- Moreno Cardenas Inc.
- RBM Engineering, Inc.
- CQC Testing & Engineering, for soils/pavement analysis and recommendations; and,
- Desert Elements.

Our fee for the services described in the enclosed Scopes of Work and fee breakdowns will be as follows:

**CBD IV**

<b>LABOR:</b>	\$ 1,061,768.00
<b>CONSULTANTS:</b>	\$ 245,065.00
<b>DIRECT EXPENSES:</b>	\$ 36,976.50
<b>MARKUP:</b>	\$ 15,950.50
<b>TOTAL FEE:</b>	<b>\$1,359,760.00</b>

The Construction estimate for Time and Materials is as follows:

<b>Bidding &amp; Construction:</b>	\$ 175,240.00
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We anticipate starting our services immediately after receiving Notice to Proceed. The proposed schedule for these services will be as follows:

Phase	Time Frame
Preliminary Design	150 Calendar Days
Pre-Final Design	90 Calendar Days
Final Design	50 Calendar Days

This time frame excludes review periods by all pertinent review agencies. A Notice to Proceed for each phase will be required for starting the time frame. This fee proposal also excludes any cost associated with review fees or application fees, by any agency, other than TAS review.

Submittals will be made in accordance with the standard contract requirements. This includes all required sets at time intervals described above. We will coordinate this with your staff to ensure adequate timing.

We are requesting from the City of El Paso for payments to the Consultant to occur in a monthly basis. The compensation for each phase shall be made monthly so that the compensation at the approved completion of each phase shall bring the fee up to the following percentages of the total project fee:

	<u>Payment</u>	<u>Plan Completion</u>
a. Preliminary Design Phase	50%	50%
b. Pre-Final Design Phase	85%	85%
c. Final Design Phase	100%	100%
d. Bidding & Construction	Time & Materials	

In addition, we are requesting the City of El Paso allow the Consultant to bill and receive payment for 100% of geotechnical and surveying services rendered.

We thank you for the opportunity in allowing CEA Group to submit this fee proposal on this project. If you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,  
CEA Group

Ruben Chávez, P.E.  
Vice President

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RC/fc

Enclosures:  
Scope of Services  
Project Budget Worksheet

## GENERAL SCOPE OF SERVICES

The City of El Paso (City) will be reconstructing eight (8) streets as part of the Central Business District Phase IV project. The roadways that will be reconstructed are as follows:

- Oregon Street, from Paisano to Border Highway;
- Mesa Street, from Paisano to Border Highway;
- Campbell Street, from Paisano to Border Highway;
- Kansas Street, from Paisano to Border Highway;
- Sixth Ave., from Campbell to El Paso;
- El Paso Street, from Missouri to I-10 (Wyoming);
- Fourth Ave., from Stanton to Mesa; and,
- Father Rahm Ave., from Oregon to El Paso.

The project will consist of preparing construction documents for the complete reconstruction, to include complete removal of all existing roadway improvements and reconstruction of the parkway, roadway, drainage, street lighting, traffic infrastructure, signing, striping, and traffic control plans. Improvements will consist of the reconstruction of the entire roadway/street. New pavement will consist of asphaltic (HMAC) pavement with reinforced concrete pavement at intersections. No adjustments will be made for right-of-way encroachments.

Traffic Improvements will consist of new traffic signs, striping for regular traffic, and signal upgrades at the following existing signalized intersections:

- El Paso Street/Wyoming Avenue
- Border Highway/Kansas Street
- Paisano Drive/Oregon Street
- Paisano Drive/Mesa Street
- Paisano Drive/Kansas Street
- Paisano Drive/Campbell Street

No basement evaluations or reconstruction plans are included as part of this scope. Any work to existing basements extending under the sidewalk shall be additional services.

Utility relocation coordination will be limited to coordinating with the appropriate facility owners. Utility improvement plans will be the responsibility of the respective utility owner. The El Paso Water Utilities will prepare any plan necessary for water distribution and sewer collection that will be joint bid with the project.

The consultant will coordinate with TXDOT, as required, for the preparation of the traffic control plans. However, the City shall direct the consultant in the preparation of the traffic control plans. Full street closures will be utilized as much as possible, with limitations as to the amount of roadway that can be closed at any given time.

All plans, specifications and estimates will follow TxDOT Standards and Specifications, AASHTO, and MUTCD that is the currently approved issue as of the Notice to Proceed. The project will be let by the City of El Paso.

## EXHIBIT A

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

#### **Subtask A010: Project Management**

1. Provide all existing information, including but not limited to, available budgets, project limits, existing improvement plans, concept plans, downtown revitalization plans, master drainage plans for the area, drainage information, plats, boundary information, existing signal layouts, monument location, Sun Metro Plans and any other pertinent information the City may have.
2. Review submittals for timely continuation of project. Provide Notice to Proceed for each phase. Approve milestone dates for conformance to City schedule.
3. Distribute submittals to appropriate City and state (TXDOT) personnel for comment and review. Provide Consultant with all comments, and clarify conflicting comments. All conflicting comments shall be clarified prior to issuance of Notice to Proceed. Review meetings shall be held concurrently with the City of El Paso and TxDOT.
4. Facilitate TXDOT requirements for all submittals, and attend all DSR Review meetings. Provide submittal schedule to meet TxDOT review timeline requirements.

#### **Subtask A020: Public Involvement**

1. The City will setup, coordinate and conduct any meeting involving the public. The City of El Paso will provide/distribute invitations to the appropriate City personnel required to attend meetings. The public involvement plan/program will be the responsibility of the City of El Paso.

#### **Subtask A030: Environmental Reports**

1. The City will perform environmental studies, as necessary, including, but not limited to asbestos, lead, mold, or other environmental studies. These functions shall be the sole responsibility of the City of El Paso.

#### **Subtask A040: Historical and Archeological Resource Investigation**

1. The City will perform archeological and cultural resource investigations and studies, as necessary. These functions shall be the sole responsibility of the City of El Paso.

#### **Subtask A050: Topographic and Improvement Survey**

1. Provide all existing data including boundary information, project limits, and monument information. The City will also provide all information pertaining to rail within the right of way.
2. Provide the necessary right of entry permits for basement evaluation and for performing any other measurements and observations required for the design of the project.
3. The City of El Paso will coordinate with EPWU to provide the camera inspection of the water and sewer lines throughout the project.

4. The City will provide any SUE required for the project.
5. The City will provide all limits of any existing concrete pads or train rail system that may exist downtown.

**Subtask A060: Geotechnical Investigations**

1. Review Geotechnical report and pavement sections for conformance to City standards.

**Subtask A070: Basement Investigation and Reconstruction**

1. If basements under the sidewalk are discovered during any phase of the project, the City shall review and approve a proposed scope of work and fee for required basements as additional services. The analysis and construction documents will be prepared on a case by case basis.

**Subtask A080: TxDOT Required DSR and Form 1002**

1. Review submittals and compile comments. Ensure all comments are received from all appropriate reviewers during design. Meetings with TxDOT shall be scheduled to coincide with City of El Paso review meetings.

**Subtask A090: Roadway Design Controls**

1. Review and approve design requirements and design criteria.
2. Review and approve roadway geometric features and intersection layouts prior to preliminary phase.
3. Provide all pertinent standard details in CADD format.

**Subtask A100: Drainage Evaluation & Design**

1. Provide all existing drainage information and drainage design criteria.

**Subtask A110: Storm Water Pollution Prevention Plan**

1. Review and approve the plan and design criteria.

**Subtask A120: Signage, Striping and Traffic Signalization**

1. Provide signing and striping requirements and details prior to preliminary submittal.
2. Provide direction for sign replacement, storage and protection, including parking meters. Work with consultant to establish locations and requirements of all proposed signage during the Preliminary Phase. Final direction shall be provided at the Pre-Final Phase.
3. Provide current traffic counts. The provided counts shall be taken as follows: {a} 24-hour (15-minute interval) mechanical counts for 6 continuous days (12:01AM Monday through 11:59PM Saturday). {b} 12 hour (6:00AM to 6:00PM) manual (15-minute interval) counts,

which are to be classified by trucks, cars, buses, and pedestrians; also these counts are to include turning movement counts. The counts are to be taken for 6 continuous days (Monday through Saturday). Counts will be for the analysis of the alternative cross sections, including loading zones along the center of the streets. If counts are not provided, provide direction for the placement of traffic signal modifications.

4. Provide current parking meter details/requirements. Coordinate/provide the new location for all parking meter adjustments.

#### **Subtask A130: Traffic Control Plans and Construction Sequencing**

1. Compile comments from TXDOT and the City of El Paso. Clarify direction and comments.
2. Identify major traffic generators to be included in traffic control review meetings.
3. Attend Safety Review Meeting with consultant.

#### **Subtask A140: Electrical and Illumination Review & Design**

1. Provide illumination requirements and review and approve plans.
2. Review and approve illumination improvements prior to Pre-Final Phase.

#### **Subtask A150: Roadway Aesthetics**

1. Review and approve design requirements and design criteria prior to Preliminary Phase.
2. Review and approve landscaping and parking improvements prior to Pre-Final Phase.

#### **Subtask A160: Technical Specifications**

1. Review and approve specifications.
2. Provide front-end documentation and procurement criteria for specification reproduction.

#### **Subtask A170: Opinions of Probable Construction Cost**

1. Review and approve opinions of probable construction costs.
2. Review plans for adherence to project budget and determine priority items.
3. Provide any construction budgetary requirements for construction of the project prior to Notice to Proceed.

#### **Subtask A180: Design Quality Control**

1. Work with design team to review and plan requirements.

#### **Subtask A190: Contract Document Deliverables**

1. Adhere to the number of sets described in Subtask B200.

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

**Subtask B010: Project Management**

1. Coordinate activities with the City of El Paso – Engineering Department (City) and with other local, state and federal agencies as necessary.
2. Conduct a kick-off (Pre-Design) meeting with the Client. Coordinate invitees; prepare agenda and meeting minutes for distribution.
3. Conduct an internal kick-off meeting with subconsultants and other entities as necessary.
4. Conduct an Intermediate review meeting at the 30% design stage. Coordinate invitees; prepare agenda and meeting minutes for distribution.
5. Administer design, bidding and construction phases of the project including preparation of invoices, contract/sub-contract administration, monthly progress reports and weekly progress meetings with the design team.
6. Meet with City on a scheduled basis to review project progress.
7. Assign experienced staff members the responsibility of developing the procedures to be implemented during the project as well as preparing the work and to assure compliance with City policies and procedures as well as assuring that work is accomplished correctly and on time.
8. Time to complete the project shall be as follows:

Preliminary Design Phase:	150 Calendar Days
Pre-Final Design Phase:	90 Calendar Days
Final Design Phase:	50 Calendar Days

**Subtask B020: Public Involvement**

1. Public contact and involvement will be conducted by City staff with the consultant providing technical support.
2. Attend up to 12 meetings with residents, neighborhood associations, property owners, businesses, educational institutions, and medical facilities to discuss improvements and how improvements will affect adjacent property owners.
3. Attend two public meetings during the design phase of the project, as arranged by City staff.

**Subtask B030: Environmental Reports**

1. Coordinate with the City of El Paso for completion of the environmental documents (BY OTHERS).
2. Coordinate with the design/provide information that is part of the design to City of El Paso.
3. Review draft environmental documents for conformance with plans and specs.

#### **Subtask B040: Historical and Archeological Resource Investigation**

1. Coordinate with the City of El Paso for completion of the investigation (BY OTHERS).
2. Coordinate with the design/provide information that is part of the design to City of El Paso.

#### **Subtask B050: Topographic and Improvement Survey**

1. Locate existing city monuments, identified by the City, within the project limits.
2. Establish a horizontal and vertical control network to locate the approximate right-of-way alignments of streets and for construction layout, and tie the horizontal and vertical control network to found city monuments.
3. Prepare a base map from plats to concur with generally accepted and approximate private property lines and street/alley locations for the purpose of controlling improvements to the generally accepted and City Approved rights-of-way. This base map will be tied to the found city monuments and the horizontal and vertical control network. The horizontal coordinates for the survey shall be based on the Texas Central Zone State Plane Coordinate System, North American Datum 1983 (NAD83). The vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88).
4. Prepare a map of existing utilities based on available record utility mapping to assist in the coordination between all utility companies and the design team. The due-diligence provided will consist of contacting the applicable utility companies and obtaining whatever available information they provide within the project area.
5. The Texas one-call notification center will be contacted after the information has been received by the respective utilities. A field recordation of the TESS locations will be integrated into the map of existing utilities and a comparison of the record utilities to the TESS locations will be reviewed and analyzed for potential discrepancies and unknown or undiscovered utilities.
6. Perform a field location of visible utilities (i.e., water meters, fire hydrants and valves; natural gas meters; telecomm pedestals; manhole covers; roof drain downspouts; overhead power-line crossings; power-line poles; street illumination poles and standards; and traffic signals.
7. Coordinate underground line spots with El Paso Water Utilities, El Paso Electric Company, Texas Gas Service, AT&T (SBC) Telephone and all other applicable utility companies if potholing service is available by utility.
8. Perform a field location of existing topographic and improvement features (i.e., buildings; sidewalks; parkways; curb and gutter; roadways; storm water inlets; driveways; ADA ramps; alleys; parking meters; signage; pedestrian elements; bus-stops; landscape features; trash collection receptacles; visible railroad tracks; mailboxes; etc.)
9. Obtain street cross-sections at approximately every 50-feet along baseline, including doorways and storefronts; utility entrances; alleys and driveways; stairs and stoops; sidewalk and parkways; curb and gutters; and roadways.

10. All said improvement data shall be assimilated into the base topographic and improvement survey file.
11. Preparation of final parcel plats; metes and bounds descriptions; boundary work; right of way maps; area computation sheets; proposed construction easement instruments; and final parcel boundary research are not part of this scope.

**Subtask B060: Geotechnical Investigations**

1. The geotechnical engineering study will encompass field exploration, laboratory testing and development of pavement recommendations for pavement section design only.
2. Drill a total of fourteen (14) soil exploration borings within the project limits along each of the streets presented on the table below. The borings shall be drilled to approximate depth of 15 feet or reasonable auger refusal, each below the existing pavement surface elevation at the time of our drilling activities.

Soil Boring Approximate Locations	Number of Borings	Approx. Boring Depth (ft.)
Oregon St. from Paisano Dr. to Border Highway	2	15'
Mesa St. from Paisano Dr. to Border Highway	3	15'
Campbell St. from Paisano Dr. to Border Highway	2	15'
Kansas St. from Paisano Dr. to Border Highway	2	15'
Sixth Ave. from Campbell St. to El Paso St.	2	15'
El Paso St. from Missouri Ave. to I-10	1	15'
Fourth Ave. from Stanton St. to Mesa St.	1	15'
Father Rahm from Oregon St. to El Paso St.	1	15'

3. The borings shall be drilled in general accordance with standard procedures using a truck-mounted rotary-drilling rig utilizing hollow stem augers. During our drilling activities Standard Penetration Tests (SPT's), in accordance with ASTM procedures, shall be collected at discrete intervals to the maximum boring depths to estimate the relative field bearing capacity of the subsurface soils. Soil samples shall be collected using conventional split-spoon sampling techniques or as required based on the encountered soil conditions. In addition, up to ten (10) bulk subgrade samples shall be collected from the streets for laboratory California Bearing Ratio (CBR) Testing.
4. All collected soil samples shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples shall be sealed to prevent moisture loss and transported to our laboratory for further evaluation and soil classification testing. The borings shall be logged in the field.
5. If groundwater or water seepage is encountered during our field activities, the depth shall be recorded. At the completion of field operations, each boring shall be backfilled with auger cuttings and surface compacted and patched with "cold-mix" asphaltic-concrete pavement.
6. We anticipate that traffic control shall be required at the time of our drilling activities. As a result, our proposal includes costs to provide cones, signs and barricades to perform our

drilling services. Our scope of work does not include lane closures or drilling activities during evening hours or beyond normal business working hours. In the event that these services or working periods are required as a result of permitting requirements, an additional fee proposal shall be submitted to our client for authorization.

7. At the completion of our soil exploration drilling activities, soil evaluation and classification testing, a formal written report shall be prepared for the project and provided to our Client. Our geotechnical engineering reports shall provide soils information with respect to soil classifications, groundwater depth (if encountered), soil modulus of subgrade reaction values, CBR test results, and flexible and/or rigid pavement section design guidelines and recommendations. In addition, foundation recommendations shall be provided to guide the design of traffic signal and light pole foundations.

#### **Subtask B070: Basement Investigation and Reconstruction**

1. Preparation of plans for basement work/reconstruction for the following basements:
  - a. 711 S. Kansas Street;
  - b. 518 S. Oregon Street; and
  - c. 105-109 East Father Rahm
2. City of El Paso shall assist in establishing coordination with individual property owners, and securing rights-of-entry.
3. If additional basements are encountered in any phase of this project, evaluation/field work/reconstruction plans shall be considered additional services.

#### **Subtask B080: TxDOT Required DSR and Form 1002**

1. Conduct a Design Concept Conference to establish and agree on aspects, concepts, and preliminary design criteria for the project. Items such as geometric features and intersection layouts will be reviewed with direction provided to the Consultant.
2. Develop a Design Summary Report (DSR) for all of the design criteria that will be used for the project.
  - a. Develop general guidelines for geometric design-horizontal and vertical alignments.
  - b. Establish design frequency and criteria for hydrologic/hydraulic analysis.
  - c. Develop typical roadway sections.
  - d. All design criteria will be in conformance with AASHTO Standards.
3. Attend up to three Design Review meetings with the City of El Paso and TxDOT. This scope of work assumes the Design Review meetings will be concurrent/timely with the development of the design documents.
4. Prepare Form 1002 for submittal of construction documents to TxDOT Austin.

#### **Subtask B090: Roadway Design Controls**

1. Prepare design indicating roadway geometric features, intersection layouts following the submittal phases: Preliminary, Pre-Final, and Final.

2. Prepare signage and lighting requirements, typical roadway sections, direction of traffic flow, location and width of median openings, and geometrics of speed change. Counts provided by the City will be for the analysis of the alternative cross sections, to incorporate Smart Growth principles. Preparation of trip generations or Traffic Impact Analysis reports are excluded from this scope of work.
3. Compute horizontal and vertical alignment for the proposed roadways.
4. Evaluate all pedestrian elements for ADA compliance.
5. Prepare roadway section and design cross sections at 50-ft. intervals, centerline of driveways and intersections.
6. Prepare roadway drawings (Scale: H: 1":50', V: 1":5') including:
  - Demolition Sheets
  - Horizontal Control Layout Sheets
  - Roadway plan/profile sheets
  - Intersection plan/profile sheets
  - Connecting road plan/profile sheets
7. Prepare roadway details including:
  - Concrete pavement details/standards
  - HMAC pavement details/standards
  - Sidewalk/parkway details/standards
  - Curb details
  - Driveway/alley details/typical sections/standards

#### **Subtask B100: Drainage Evaluation & Design**

1. Perform a localized and minor hydrologic/hydraulic study for the project area in order to determine drainage areas, runoff rates, and required stormwater infrastructure facilities. It is assumed that new stormwater infrastructure will connect to existing outfalls and/or existing drainage appurtenances.
2. Perform Drainage/Hydrologic/Hydraulic computations for required drainage improvements, including any anticipated existing and/or proposed separate storm water sewer system improvements.
3. Coordinate with EPWU Storm Water Division for review of entire watershed and ensure proposed improvements follow the Stormwater Master Plan.
4. Coordinate with TxDOT for potential impacts to/from the proposed Border Highway (Southern Relief Route) Project along the existing Border Highway.
5. Identify and develop drainage areas in the form of a drainage plan.
6. Prepare plans (drawings) in AutoCAD format that include:

- Storm sewer plan/profile sheets (Scale: H: 1":50', V: 1":5')
- Drainage structure plan/profile sheets
- Drainage details/standards
- Drainage Computation Sheets
- There is no storage or pump station design included in this scope.

**Subtask B110: Storm Water Pollution Prevention Plan**

1. Prepare an SW3P plan in accordance with Texas Commission on Environmental Quality (TCEQ) and the City of El Paso Municipal Code requirements. The SW3P will be prepared for the proposed project improvements only. The Best Management Practices (BMP) will be utilized for the project improvements only. No Binder will be developed.
2. Address questions directly to the SW3P for the above referenced Project.
3. Submit SW3P Application Package to the City of El Paso for review and approval of the submittal, and coordinate the approval or mitigation with the City of El Paso.
4. Preparation of the Application package is not part of this scope. The Contractor shall be responsible for development and submittal of all required documents and permits.

**Subtask B120: Signage, Striping and Traffic Signalization**

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

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

2. Coordinate with utility companies and EPDOT. Conduct a meeting(s) with each utility which may be impacted by the removal or modification of traffic signals.
3. Field verify and coordinate with El Paso Electric Company for the upgrading, modification and relocation of the traffic signal power sources for the affected intersections.
4. Prepare traffic analyses of the project intersections. City of El Paso shall provide traffic counts at each of the intersections as part of their design information to be provided to Consultant. Warrant studies are excluded from this scope.
5. Prepare design drawings for upgrading traffic signals at up to five signalized intersections. Design may include vehicle and pedestrian signal heads, mast arms, cabinets, wiring, and VIVDS vehicle detection. The design will make use of existing underground conduit (banks) for new cable/wiring as much as practical. The signal upgrades will be designed in coordination with both the EPDOT and TxDOT. The City of El Paso shall provide guidance as to which one will be applied at each intersection. Warrant studies are not part of this scope.

6. Develop interconnect system for the reconstruction of the intersections to communicate with the Traffic Management Center. The intercommunication multi-conduit network along Kansas and Campbell from Border highway to Paisano.
7. Design for the upgrade/replacement of up to five school flashers along Campbell and Kansas.
8. Design of signing and marking plans. Design of new or upgrade of traffic signs in all the project site, design the new pavement markings that are to be placed in the project site. The plan development also includes providing of standards, specifications, and opinion of cost for all the plan development of this task.
9. Prepare drawings including:
  - Signing and markings layout;
  - Signing/markers/stripping details/standards;
  - Signal details/standards; and,
  - Signal pole standards.

#### **Subtask B130: Traffic Control Plans and Construction Sequencing**

1. Prepare Traffic Control Plans conforming to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
2. Develop sequence of construction and method of handling traffic during each phase; and attend required TXDOT Safety Review Committee meetings.
3. List the existing and proposed temporary traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
4. List the proposed traffic control devices (stop signs, signals, flag person, etc.) for intersections during each construction sequence.
5. Conduct a review meeting with City and stakeholders consisting of major traffic generators.
6. Prepare drawings including:
  - Sequence/Narrative of construction layouts
  - TCP Line Diagram
  - Traffic Control Plans
  - Detour plan/typical sections/quantities
  - TCP Typical Details
7. Assist the City in developing road construction schedule and work hours. The City will address and provide information regarding the use of acceleration techniques, such as extended work hours, incentives, etc.

8. Coordinate with the EPDOT and design the interconnect traffic management system to integrate with the existing system and establish future connections nodes.
9. Coordinate with EPDOT to establish the locations of all proposed signage and striping during the Preliminary Phase. The plan shall be finalized at the Pre-Final Phase.

#### **Subtask B140: Electrical and Illumination Review & Design**

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

#### **Subtask B150: Roadway Aesthetics**

1. Prepare improvement plans and recommendations along with the preliminary design. The design concept shall be approved by the City during the Preliminary Phase.
2. Prepare landscape and irrigation design drawings based on the following concepts:
  - All planting will be watered by an automatic drip system controlled by automatic controllers
  - Include planters, and street furniture recommendations.
3. Coordination with the City, El Paso Water Utilities and El Paso Electric Company.
4. Coordinate with the City for inclusion of Public Art/Artist.
  - a. Participate in the selection of the artist.
  - b. Design infrastructure for the placement of artwork is not part of this scope. Add design of improvements/facilities for art structures shall be additional services.

### **Subtask B160: Technical Specifications**

1. Provide technical specifications for all aspects of the work, in accordance with TXDOT 2004 Specifications.
2. Prepare general notes and specifications data (drawings) per current TXDOT Standards.
3. Submit final specifications and general notes in rtf format.

### **Subtask B170: Opinions of Probable Construction Cost**

1. Develop construction quantity estimates and Opinions of Probable Construction Cost (OPCC) for the project at each phase of design.
2. Computer files will be provided to TXDOT, if desired, for conversion to TXDOT's Design and Construction Information System (DCIS).
3. Prepare estimate and quantity sheets (drawings).
4. The OPCC will be based on City/TXDOT historical unit prices. The unit prices will reflect the date of preparation of the OPCC and the Consultant has no control over external factors that affect the cost of labor and materials.
5. Opinion of Probable Construction Costs is only good for 30 days from the date submitted.

### **Subtask B180: Design Quality Control**

1. Develop and implement design quality control plan and procedures for the project.
2. Conduct detail checks of all plans, calculations, reports, technical specifications, and opinions of cost prepared by consultant. The detail checks will be conducted by consultant's engineers and/or staff assigned to the project.
3. Conduct discipline coordination reviews and/or independent technical reviews of all deliverables. The consultant will assign senior professional engineers to conduct these reviews.
4. Conduct constructability reviews on all design (plan and specifications) deliverables. The constructability reviews will be conducted by consultant's field engineers with construction related expertise.

### **Subtask B190: Contract Document Deliverables**

1. Preliminary Design Phase:
  - Provide up to ten (10) copies of preliminary design documents (11" X 17" drawings only).
  - Provide one (1) Engineer's Opinion of Probable Construction Costs.
  - Provide up to two (2) copies of the geotechnical investigation report.
2. Pre-Final Design Phase

- Provide up to ten (10) sets of pre-final design drawings and three (3) copies of specifications.
- Provide up to three (3) Engineer's Opinion of Probable Construction Costs.

### 3. Final Design Phase

- Provide two (2) sets of final design documents including project plans and specifications.
- Provide three (3) copies of final opinion of probable construction cost.
- Provide the Proposal Form, Scope of Work and Liquidated Damages Justification electronically.
- The Consultant will submit the plans to TDLR for Registration.
- The City of El Paso will provide the P.O. for the reproduction of bidding documents including plans and specifications.

#### **Subtask B200: Bidding Phase**

1. Bid Phase Services for this project will be performed on a **Time and Materials Basis** as per the attached Rate Schedule. The general duties shall include:

- Assist the City in the preparation of the Bid Documents.
- Provide recommendations on construction schedule, work hours and milestones. The City will address and provide information regarding the use of acceleration techniques, such as extended work hours, incentives, etc.
- Assist the City in responding to Contractor Questions (RFI).
- Attend Pre-Bid Conference.
- Prepare Addenda to Drawings and/or Specifications.
- Assist the City in evaluation of Bids, and provide recommendations.

#### **Subtask B300: Construction Phase**

1. Construction Administration Services for this project will be performed on a **Time and Materials Basis** as per the attached Rate Schedule. The general duties shall include:

- Attend Pre-Construction Conference.
- Advise and Consult with Owner during construction.
- Address and respond to Requests for Information (RFIs).
- Review and recommend Change Order requests.
- Periodic Site visits and Observation Reports.
- Public Involvement
- Review of Shop Drawings, Schedules, and other submittals.
- Conduct a Substantial Completion Walk-thru and prepare a Punch List.
- Conduct a Final Completion Walk-thru and prepare a Punch List.
- Prepare Mylar Record Drawings.

**CEA Group**  
**PROJECT BUDGET SHEET**

PROJECT NAME:	Central Business District Phase IV
JOB NUMBER:	1010-011-MS
DATE:	9/26/2012
FEE TYPE:	Lump Sum
PREPARED BY:	Ruben Chavez
PROJECT MGR:	Ruben Chavez
CONSULTANT MARKUP:	5%
DIRECT MARKUP:	10%
DESIGN FEE:	\$ 1,359,760.00
CONSTRUCTION (TIME & MATERIAL):	\$ 175,240.00
LABOR:	\$ 1,061,768.00
CONSULTANTS:	\$ 245,065.00
DIRECT EXPENSES:	\$ 36,976.50
MARKUP:	\$ 15,950.50

## CEA Group PROJECT BUDGET SHEET

PROJECT NAME: Central Business District Phase IV

DESIGN LABOR	EST. HOURS	HOURLY RATE	COST	TOTAL
SENIOR ENGINEER	466.0	\$ 180.00	\$83,880	
PROJECT MANAGER	1197.5	\$ 138.00	\$165,255	
PROJECT ENGINEER	2073.5	\$ 98.00	\$203,203	
DESIGN ENGINEER	2580.0	\$ 85.00	\$219,300	
CADD	5466.0	\$ 65.00	\$355,290	
ADMIN	536.0	\$ 65.00	\$34,840	
				<b>\$1,061,768.00</b>
<b>CONSTRUCTION LABOR</b>				
PROJECT MANAGER	422.0	\$ 138.00	\$58,236	
PROJECT ENGINEER	918.0	\$ 98.00	\$89,964	
DESIGN ENGINEER	0.0	\$ 85.00	\$0	
CADD	240.0	\$ 65.00	\$15,600	
ADMIN	176.0	\$ 65.00	\$11,440	
				<b>\$175,240.00</b>
<b>CONSTRUCTION LABOR - SUBS</b>				
Illumination				
Landscaping				
				<b>\$0.00</b>
<b>OTHER DIRECT COSTS*</b>				
	<b>NUMBER</b>	<b>COST</b>	<b>SUB-TOTAL</b>	
MILEAGE	5670	\$0.59	\$3,317	
POSTAGE EA.	1500	\$0.60	\$900	
PRESENTATION MATERIALS	5	\$300.00	\$1,500	
COPIES (11 X 17)	21600	\$0.50	\$10,800	
COPIES (8.5 X 11)	37500	\$0.20	\$7,500	
MYLARS	1440	\$9.00	\$12,960	
DELIVERIES	10	\$40.00		
				<b>\$36,976.50</b>
<b>SUB-CONSULTANTS</b>				
	<b>COMPANY</b>	<b>SUB-TOTAL</b>	<b>TOTAL</b>	
Surveying	Brock & Bustillos	\$ 108,665.00		
Illumination	RBM	\$ 70,000.00		
Geotechnical	CQC Testing & Engineering	\$ 29,400.00		
Landscaping	Desert Elements	\$ 32,000.00		
TDLR	Registration, Review & Inspection	\$ 5,000.00		
				<b>\$245,065.00</b>
<b>MARKUP</b>				
	<b>MARGIN</b>	<b>COST</b>	<b>SUB-TOTAL</b>	
OTHER DIRECT COSTS	10%	\$ 36,977	\$3,698	
SUBCONSULTANT(S)	5%	\$ 245,065	\$12,253	
				<b>\$15,950.50</b>
<b>TOTAL</b>				<b>\$1,535,000.00</b>

**ATTACHMENT "B"**  
**CEA Group**  
**PROJECT BUDGET SHEET**

PROJECT NAME:	Central Business District Phase IV				DATE: 9/26/2012			
	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	CADD	ADMIN	TOTAL HOURS	
	\$ 180.00	\$ 138.00	\$ 98.00	\$ 85.00	\$ 65.00	\$ 65.00		
<b>PRELIMINARY DESIGN PHASE</b>								
Task 10 - Project Management (12 Weeks)								
Design Meetings, Communication, & Records	20.0	60.0	60.0			24.0	164.0	
Coordination with City/Agencies	16.0	48.0	48.0				112.0	
General Administration	16.0	48.0	48.0			48.0	112.0	
Coordination with City Staff/TxDOT		8.0	10.0			4.0	22.0	
Sub-Total Hours - Task 10 Project Management	52.0	164.0	118.0	0.0	0.0	76.0	410.0	
Task 20 - Public Involvement								
Attend up to 12 meetings with area stakeholders		48.0	48.0	24.0		60.0	180.0	
Attend up to 2 Public Meetings		8.0	32.0	16.0		4.0	60.0	
Sub-Total Hours - Task 20 Public Involvement	0.0	56.0	80.0	40.0	0.0	64.0	240.0	
Task 30 - Environmental Reports								
Coordinate with City/Provide Design Information		4.0	8.0				12.0	
Review Documents for conformance to Plans and Specs		4.0	8.0				12.0	
Sub-Total Hours - Task 30 Environmental Reports	0.0	8.0	16.0	0.0	0.0	0.0	24.0	
Task 40 - Historical and Archeological Resource Investigation								
Coordinate with City/Provide Design Information		4.0	6.0				10.0	
Sub-Total Hours - Task 40 Historical & Archeological Resources	0.0	4.0	6.0	0.0	0.0	0.0	16.0	
Task 50 - Topographic and Improvement Survey								
Topographic and Improvement Survey Scope by Subconsultant							0.0	
Sub-Total Hours - Task 50 Topo & Improvement Survey	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Task 60 - Geotechnical Investigations								
Develop locations for borings		1.0	2.0		2.0		5.0	
Geotechnical Scope by Subconsultant							0.0	
Sub-Total Hours - Task 60 Geotechnical Investigations	0.0	1.0	2.0	0.0	2.0	0.0	5.0	
Task 70 - Basement Investigation and Reconstruction								
Identify Existing Basements		8.0	12.0		20.0		40.0	
Assess Basements for existing condition and Design Work Required		20.0	40.0		80.0	12.0	132.0	
Sub-Total Hours - Task 70 Basement Investigations	0.0	28.0	52.0	0.0	86.0	12.0	172.0	
Task 80 - TxDOT Required DSR and Form 1002								
Define/Develop Design Criteria		4.0	16.0		8.0	4.0	32.0	
Design Elements Data		4.0	24.0		8.0	8.0	44.0	
Typical Roadway Sections		8.0	20.0		32.0	4.0	64.0	
Sub-Total Hours - Task 80 TxDOT Required DSR and Form 1002	0.0	16.0	60.0	0.0	48.0	16.0	140.0	
Task 90 - Roadway Design Controls								
Plan Coversheet		1.0	1.0		2.0		4.0	
General Notes	0.5	16.0	32.0		8.0		56.5	
Summary of Quantities	0.5	2.0	8.0		4.0		16.5	
Demolition Plan	2.0	16.0	40.0	60.0	160.0		278.0	
Geometric Concept Analysis	1.0	16.0	20.0	80.0	40.0		157.0	
Geometric Layouts/Modifications	0.5	8.0	12.0	60.0	80.0		160.5	
Horizontal/Vertical Control Plan	0.5	4.0	20.0	80.0	80.0		164.5	
Horizontal Layout Plan	0.5	8.0	20.0	80.0	80.0		188.5	
Plan & Profile Sheets	2.0	40.0	60.0	270.0	510.0		882.0	
Roadway Details	0.5	4.0	8.0	16.0	16.0		44.5	
Roadway Cross Sections	2.0	4.0	8.0	60.0	120.0		194.0	
Pavement Sections, HMA & Concrete	0.5	4.0	12.0	24.0	32.0		72.5	
Existing Utility Plan	0.5	4.0	16.0	36.0	80.0		136.5	
Sub-Total Hours - Task 90 Roadway Design Controls	11.0	127.0	257.0	748.0	1212.0	0.0	2355.0	
Task 100 - Drainage Evaluation & Design								
Coordinate with EPWU Stormwater Section & Other Agencies		10.0	8.0			8.0	26.0	
Perform a Localized H&M analysis	0.5	20.0	40.0	60.0	100.0		220.5	
Prepare Drainage Calculations	0.5	4.0	8.0	24.0	4.0		40.5	
Drainage Plans & Details	1.0	6.0	28.0	60.0	90.0		185.0	
Storm Sewer Plan & Profile Sheets	0.5	10.0	36.0	80.0	180.0		306.5	
Sub-Total Hours - Task 100 Drainage Evaluation & Design	2.5	50.0	120.0	224.0	374.0	8.0	778.5	
Task 110 - Storm Water Pollution Prevention Plan								
Develop Storm Water Pollution Prevention Plan		2.0	8.0	20.0	40.0		70.0	
Prepare SWPPP General Notes and Best Management Practices Sheets		1.0	16.0	30.0		16.0	63.0	
Sub-Total Hours - Task 110 SWPPP	0.0	3.0	24.0	50.0	40.0	16.0	133.0	
Task 120 - Signage, Striping and Traffic Signalization								
Intersection Layouts		6.0	60.0		130.0		196.0	
Traffic Signal Layouts		8.0	36.0		50.0		94.0	
Traffic Signal Details		2.0	8.0		8.0		18.0	
Interconnect Plans		6.0	16.0		50.0		72.0	
Interconnect Details		2.0	8.0		8.0		18.0	
Signing & Striping Plans		6.0	16.0	30.0	50.0		102.0	
Traffic Signal Summary		4.0	8.0	12.0	8.0		32.0	
Signing & Striping Summary		4.0	8.0	8.0	12.0		32.0	
Sign Details		4.0	16.0	30.0	50.0		100.0	
Sub-Total Hours - Task 120 Signage, Striping and Traffic Signalization	0.0	40.0	176.0	80.0	366.0	0.0	662.0	
Task 130 - Traffic Control Plans and Construction Sequencing								
Sequence of Construction		4.0	8.0	12.0	20.0	20.0	64.0	
Line Diagram, Construction Overview and General Notes		2.0	10.0	10.0	16.0	20.0	58.0	
Traffic Control Plans		2.0	10.0	16.0	40.0	80.0	148.0	
Conduct Safety Review Meeting with City and TxDOT			4.0	4.0	8.0		24.0	
Sub-Total Hours - Task 130 TCP and Construction Sequencing	8.0	32.0	42.0	84.0	128.0	0.0	294.0	
Task 140 - Electrical and Illumination Review & Design								
Electrical and Illumination Scope by Subconsultant							0.0	
Coordinate with City for Illumination and WHI Requirements		4.0	8.0				12.0	
Sub-Total Hours - Task 140 Electrical & Illumination	0.0	4.0	8.0	0.0	0.0	0.0	12.0	
Task 150 - Roadway Aesthetics								
Develop Concepts for Roadway Theme		4.0	40.0	24.0	40.0		108.0	
Coordinate with City for Public Art inclusion		8.0					8.0	
Participate with Artist Selection Process		8.0					8.0	
Design Infrastructure for Art Placement		1.0	4.0	8.0	48.0	120.0	181.0	
Landscaping Scope by Subconsultant							0.0	
Sub-Total Hours - Task 150 Roadway Aesthetics	1.0	24.0	48.0	72.0	160.0	0.0	305.0	
Task 160 - Technical Specifications								
Prepare Preliminary Technical Specifications		2.0	8.0	40.0		30.0	80.0	
Sub-Total Hours - Task 160 Technical Specifications	2.0	8.0	40.0	0.0	0.0	30.0	80.0	
Task 170 - Opinion of Probable Construction Cost								
Prepare Preliminary Opinions of Probable Cost		8.0	20.0	30.0	24.0		82.0	
Sub-Total Hours - Task 170 OPCC	0.0	8.0	20.0	30.0	24.0	0.0	82.0	
Task 180 - Design Quality Control								
Conduct Detail checks of all design and construction documents		40.0	8.0	4.0		16.0	68.0	
Conduct Discipline Coordination Reviews		40.0	8.0	4.0		16.0	68.0	
Conduct Constructability Reviews		40.0	8.0	4.0		16.0	68.0	
Sub-Total Hours - Task 180 Design Quality Control	120.0	24.0	12.0	0.0	0.0	48.0	204.0	
Task 190 - Contract Document Deliverables								
Coordinate with City for Reproduction and Document Delivery		2.0	4.0				6.0	
Sub-Total Hours - Task 190 Contract Document Deliverables	0.0	2.0	4.0	0.0	0.0	0.0	6.0	
Sub-Total Hours - Preliminary Design Phase	196.5	598.0	1085.0	1328.0	2434.0	270.0	5912.5	
Sub-Total Labor Cost - Preliminary Design Phase	\$ 35,370.00	\$ 82,862.00	\$ 106,330.00	\$ 112,880.00	\$ 158,210.00	\$ 17,550.00	\$ 513,002.00	

**ATTACHMENT "B"**  
**CEA Group**  
**PROJECT BUDGET SHEET**

PROJECT NAME:	Central Business District Phase IV				DATE: 9/26/2012		ADMIN	TOTAL HOURS
	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	CADD			
	\$ 180.00	\$ 138.00	\$ 98.00	\$ 85.00	\$ 65.00	\$ 65.00		
<b>PRE-FINAL DESIGN PHASE</b>								
Task 10- Project Management (7 Weeks)								
Design Meetings, Communication, & Records		36.0	32.0			12.0		80.0
Coordination with City/Agencies		24.0	24.0					48.0
General Administration		36.0				40.0		76.0
Coordinate with City Staff/TxDOT		8.0	8.0			4.0		20.0
Sub-Total Hours - Task 10 Project Management	0.0	104.0	64.0	0.0	0.0	56.0		224.0
Task 30- Environmental Reports								
Coordinate with City/Provide Design Information		4.0	6.0					10.0
Review Documents for conformance to Plans and Specs		4.0	6.0					10.0
Sub-Total Hours - Task 30 Environmental Reports	0.0	8.0	12.0	0.0	0.0	0.0		20.0
Task 40- Historical and Archeological Resource Investigation								
Coordinate with City/Provide Design Information		4.0	4.0					8.0
Sub-Total Hours - Task 40 Historical & Archeological Resources	0.0	4.0	4.0	0.0	0.0	0.0		8.0
Task 80 - TxDOT Required DSR and Form 1002								
Address Comments/Finalize Report		4.0	10.0			8.0	12.0	34.0
Sub-Total Hours - Task 80 TxDOT Required DSR and Form 1002	0.0	4.0	10.0	0.0	8.0	12.0		34.0
Task 90 - Roadway Design Controls								
Plan Coversheet		1.0	1.0			1.0		3.0
General Notes	0.50	8.0	20.0			16.0		44.5
Summary of Quantities	0.50	2.0	4.0	8.0		4.0		16.5
Demolition Plan	2.00	10.0	20.0	40.0		80.0		152.0
Geometric Concept Analysis	1.00	4.0	8.0	20.0		20.0		53.0
Geometric Layouts/Modifications	0.50	4.0	10.0	40.0		80.0		134.5
Horizontal/Vertical Control Plan	0.50	4.0	12.0	40.0		60.0		116.5
Horizontal Layout Plan	0.50	4.0	16.0	48.0		60.0		148.5
Plan & Profile Sheets	2.00	20.0	48.0	140.0		440.0		650.0
Roadway Details	0.50	2.0	6.0			20.0		28.5
Roadway Cross Sections	2.00	2.0	6.0	48.0		120.0		178.0
Pavement Sections, HMAC & Concrete	0.50	2.0	6.0	16.0		24.0		48.5
Existing Utility Plan	0.50	2.0	4.0	16.0		40.0		62.5
Sub-Total Hours - Task 90 Roadway Design Controls	11.0	65.0	161.0	414.0		666.0	0.0	1635.0
Task 100 - Drainage Evaluation & Design								
Coordinate with EPWU Stormwater Section		6.0	6.0				8.0	20.0
Update Localized H&H analysis	0.5	12.0	24.0	60.0		80.0		176.5
Update Drainage Calculations	0.5	4.0	8.0	10.0		4.0		24.5
Drainage Plans & Details	1.0	4.0	8.0	24.0		60.0		97.0
Storm Sewer Plan & Profile Sheets	0.5	8.0	28.0	60.0		120.0		216.5
Sub-Total Hours - Task 100 Drainage Evaluation & Design	2.5	34.0	72.0	154.0		284.0	8.0	534.5
Task 110 - Storm Water Pollution Prevention Plan								
Update Storm Water Pollution Prevention Plan		2.0	6.0	12.0		20.0		40.0
Update SWPPP General Notes and Best Management Practices Sheets		1.0	4.0	4.0		4.0	8.0	21.0
Sub-Total Hours - Task 110 SWPPP	0.0	3.0	10.0	16.0		24.0	8.0	61.0
Task 120 - Signage, Striping and Traffic Signalization								
Intersection Layouts		4.0	40.0			100.0		144.0
Traffic Signal Layouts		4.0	12.0	20.0		40.0		76.0
Traffic Signal Details		2.0	8.0			8.0		18.0
Interconnect Plans		4.0		12.0		40.0		56.0
Interconnect Details		2.0	4.0			16.0		22.0
Signing & Striping Plans		6.0	12.0			100.0		118.0
Traffic Signal Summary		4.0	8.0	8.0		6.0		24.0
Signing & Striping Summary		2.0	4.0	6.0		10.0		22.0
Sign Details		4.0	12.0	20.0		40.0		76.0
Sub-Total Hours - Task 120 Signage, Striping and Traffic Signalization	0.0	32.0	98.0	65.0		360.0	0.0	556.0
Task 130 - Traffic Control Plans and Construction Sequencing								
Sequence of Construction		6.0	8.0	10.0		16.0		40.0
Line Diagram, Construction Overview and General Notes		8.0	8.0	10.0		16.0		42.0
Traffic Control Plans	2.0	8.0	40.0	40.0		80.0		170.0
Conduct Safety Review Meeting with City and TxDOT		4.0	4.0	8.0		8.0		24.0
Sub-Total Hours - Task 130 TCP and Construction Sequencing	2.0	26.0	60.0	68.0		120.0	0.0	276.0
Task 140 - Electrical and Illumination Review & Design								
Performed by Subconsultant								0.0
Coordinate with City for Illumination and WiFi Requirements		4.0	4.0					8.0
Sub-Total Hours - Task 140 Electrical & Illumination	0.0	4.0	4.0	0.0	0.0	0.0		8.0
Task 150 - Roadway Aesthetics								
Develop Concepts for Roadway Theme	0.0	2.0	8.0	24.0		80.0		114.0
Coordinate with City for Public Art Inclusion		8.0						8.0
Design Infrastructure for Art Placement	1.0	4.0	40.0	48.0		80.0		173.0
Landscaping Performed by Subconsultant								0.0
Sub-Total Hours - Task 150 Roadway Aesthetics	1.0	14.0	48.0	72.0		160.0	0.0	295.0
Task 160 - Technical Specifications								
Prepare Preliminary Technical Specifications		6.0	16.0	20.0			20.0	62.0
Sub-Total Hours - Task 160 Technical Specifications	0.0	6.0	16.0	20.0		0.0	20.0	62.0
Task 170 - Opinion of Probable Construction Cost								
Prepare Preliminary Opinions of Probable Cost		6.0	8.0	20.0		24.0		58.0
Sub-Total Hours - Task 170 OPCC	0.0	6.0	8.0	20.0		24.0	0.0	58.0
Task 180 - Design Quality Control								
Conduct Detail checks of all design and construction documents	40.0	8.0	4.0				16.0	68.0
Conduct Discipline Coordination Reviews	40.0	8.0	4.0				16.0	68.0
Conduct Constructability Reviews	40.0	8.0	4.0				16.0	68.0
Sub-Total Hours - Task 180 Design Quality Control	120.0	24.0	12.0	0.0	0.0	0.0	48.0	204.0
Task 190 - Contract Document Deliverables								
Coordinate with City for Reproduction and Document Delivery		2.0	4.0			0.0	0.0	6.0
Sub-Total Hours - Task 190 Contract Document Deliverables	0.0	2.0	4.0	0.0	0.0	0.0	0.0	6.0
Sub-Total Hours - Pre-Final Design Phase	136.5	336.0	583.0	830.0		1945.0	152.0	3982.5
Sub-Total Labor Cost - Pre-Final Design Phase	\$ 24,370.00	\$ 46,368.00	\$ 67,134.00	\$ 70,550.00	\$ 126,425.00	\$ 9,880.00	\$ 334,927.00	

**ATTACHMENT "B"**  
**CEA Group**  
**PROJECT BUDGET SHEET**

PROJECT NAME:	Central Business District Phase IV				DATE: 9/26/2012			
	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	CADD	ADMIN	TOTAL HOURS	
	\$ 180.00	\$ 138.00	\$ 98.00	\$ 85.00	\$ 65.00	\$ 65.00		
<b>FINAL DESIGN PHASE</b>								
Task 10- Project Management (6 Weeks)								
Design Meetings, Communication, & Records		24.0	20.0			8.0	52.0	
Coordination with City/Agencies		16.0	24.0				40.0	
General Administration		20.0				30.0	50.0	
Coordination with City Staff/MDOT		40.0	48.0		24.0		120.0	
Sub-Total Hours - Task 10 Project Management	0.0	100.0	92.0	0.0	24.0	48.0	262.0	
Task 30- Environmental Reports								
Coordinate with City/Provide Design Information		2.0	2.0				4.0	
Sub-Total Hours - Task 30 Environmental Reports	0.0	2.0	2.0	0.0	0.0	0.0	4.0	
Task 40- Historical and Archeological Resource Investigation								
Coordinate with City/Provide Design Information		2.0	2.0				4.0	
Sub-Total Hours - Task 40 Historical & Archeological Resources	0.0	2.0	2.0	0.0	0.0	0.0	4.0	
Task 90 - Roadway Design Controls								
Plan Coversheet		0.5	0.5		1.0		2.0	
General Notes	0.50	6.0	10.0		4.0		20.5	
Summary of Quantities	1.00	2.0	4.0	10.0	16.0		33.0	
Demolition Plan	1.00	8.0	12.0	24.0	40.0		85.0	
Geometric Layouts/Modifications	0.50	2.0	6.0	8.0	40.0		56.5	
Horizontal/Vertical Control Plan	0.50	2.0	8.0	10.0	40.0		60.5	
Horizontal Layout Plan	2.00	2.0	8.0	10.0	20.0		42.0	
Plan & Profile Sheets	0.50	12.0	20.0	50.0	200.0		282.5	
Roadway Details	1.00	1.0	4.0		12.0		18.0	
Roadway Sections	0.50	1.0	4.0	24.0	60.0		89.5	
Pavement Sections, HMAC & Concrete	0.50	1.0	4.0		16.0		21.5	
Existing Utility Plan	0.50	2.0	4.0	12.0	16.0		34.5	
Sub-Total Hours - Task 90 Roadway Design Controls	8.50	39.5	84.5	148.0	465.0	0.0	745.5	
Task 100 - Drainage Evaluation & Design								
Coordinate with EPWU Stormwater Section		4.0	6.0			8.0	18.0	
Perform a Localized H&H analysis	0.5	4.0	8.0	16.0	24.0		52.5	
Prepare Drainage Calculations	0.5	2.0	6.0	8.0	4.0		20.5	
Drainage Plans & Details	1.0	2.0	6.0	16.0	20.0		45.0	
Storm Sewer Plan & Profile Sheets	0.5	6.0	16.0	40.0	80.0		152.5	
Sub-Total Hours - Task 100 Drainage Evaluation & Design	2.5	18.0	42.0	80.0	138.0	8.0	288.5	
Task 110 - Storm Water Pollution Prevention Plan								
Develop Storm Water Pollution Prevention Plan		2.0	4.0	10.0	12.0		28.0	
Update SWPPP General Notes and Best Management Practices Sheets		1.0	2.0	4.0	2.0	6.0	15.0	
Sub-Total Hours - Task 110 SWPPP	0.0	3.0	6.0	14.0	14.0	6.0	43.0	
Task 120 - Signage, Striping and Traffic Signalization								
Intersection Layouts		2.0	24.0		60.0		86.0	
Traffic Signal Layouts		2.0	9.0		30.0		41.0	
Traffic Signal Details		2.0	6.0		6.0		14.0	
Interconnect Plans		2.0	0.0	8.0	30.0		40.0	
Interconnect Details		2.0	4.0		8.0		14.0	
Signage & Striping Plans		4.0	8.0	20.0	60.0		112.0	
Traffic Signal Summary		2.0	4.0	6.0	4.0		16.0	
Signage & Striping Summary		2.0	4.0	4.0	8.0		18.0	
Sign Details		2.0	8.0	10.0	24.0		44.0	
Sub-Total Hours - Task 120 Signage, Striping and Traffic Signalization	0.0	20.0	67.0	48.0	250.0	0.0	385.0	
Task 130 - Traffic Control Plans and Construction Sequencing								
Sequence of Construction		4.0	4.0	6.0	10.0		24.0	
Line Diagram, Construction Overview and General Notes		4.0	4.0	8.0	10.0		24.0	
Traffic Control Plans	2.0	6.0	20.0	30.0	60.0		118.0	
Conduct Safety Review Meeting with City and MDOT		2.0	4.0	6.0	8.0		18.0	
Sub-Total Hours - Task 130 TFCP and Construction Sequencing	2.0	16.0	32.0	48.0	86.0	0.0	184.0	
Task 140 - Electrical and Illumination Review & Design								
Performed by Subconsultant							0.0	
Coordinate with City for Illumination and WiFi Requirements		2.0	4.0				6.0	
Sub-Total Hours - Task 140 Electrical & Illumination	0.0	2.0	4.0	0.0	0.0	0.0	6.0	
Task 150 - Roadway Aesthetics								
Develop Concepts for Roadway Theme		4.0	20.0	24.0	40.0		88.0	
Coordinate with City for Public Art Inclusion		8.0					8.0	
Participate with Artist Selection Process		8.0					8.0	
Design Infrastructure for Art Placement		4.0	8.0	48.0	40.0		100.0	
Landscape Performed by Subconsultant							0.0	
Sub-Total Hours - Task 150 Roadway Aesthetics	0.0	24.0	28.0	72.0	80.0	0.0	204.0	
Task 160 - Technical Specifications								
Prepare Preliminary Technical Specifications		4.0	12.0			20.0	36.0	
Sub-Total Hours - Task 160 Technical Specifications	0.0	4.0	12.0	0.0	0.0	20.0	36.0	
Task 170 - Opinion of Probable Construction Cost								
Prepare Preliminary Opinions of Probable Cost		6.0	10.0	12.0	20.0		48.0	
Sub-Total Hours - Task 170 OPCC	0.0	6.0	10.0	12.0	20.0	0.0	48.0	
Task 180 - Design Quality Control								
Conduct Detail checks of all design and construction documents	40.0	8.0	4.0			8.0	60.0	
Conduct Discipline Coordination Reviews	40.0	8.0	4.0			8.0	60.0	
Conduct Constructability Reviews	40.0	8.0	4.0			8.0	60.0	
Sub-Total Hours - Task 180 Design Quality Control	120.0	24.0	12.0	0.0	0.0	24.0	180.0	
Task 190 - Contract Document Deliverables								
Coordinate with City for Reproduction and Document Delivery		2.0	12.0		10.0	10.0	34.0	
Sub-Total Hours - Task 190 Contract Document Deliverables	0.0	2.0	12.0	0.0	10.0	10.0	34.0	
Sub-Total Hours - Final Design Phase	133.0	262.5	405.5	422.0	1087.0	114.0	2424.0	
Sub-Total Labor Cost - Final Design Phase	\$ 23,940.00	\$ 36,225.00	\$ 39,738.00	\$ 35,870.00	\$ 70,655.00	\$ 7,410.00	\$ 213,838.00	
<b>BID PHASE</b>								
Assist Owner preparing for bids		4.0	10.0			12.0	26.0	
Assist in responding to Contractor Questions		4.0	10.0			12.0	26.0	
Attend Pre-bid conference		2.0	8.0				10.0	
Prepare addenda to drawings and specs.		4.0	10.0		32.0	20.0	30.0	
Assist Owner in evaluating bids		8.0	8.0		8.0		4.0	
Furnish Owner Record Drawings		8.0	12.0		8.0		10.0	
Sub-Total Hours - Bid Phase	0.0	30.0	68.0	0.0	120.0	44.0	232.0	
Sub-Total Labor Cost - Bid Phase	\$ -	\$ 4,140.00	\$ 5,684.00	\$ -	\$ 7,800.00	\$ 2,860.00	\$ 20,484.00	
<b>CONSTRUCTION PHASE</b>								
General Admin		100.0				60.0	160.0	
Advise and consult with Owner & act as Rep. During Const.		80.0	240.0			40.0	360.0	
Periodic Site Visits		160.0	440.0			16.0	616.0	
Review Shop Drawings, Schedules, & Prepare Exhibits		20.0	100.0		120.0		240.0	
Conduct Final Inspection & Prepare Punch List		20.0	40.0			16.0	76.0	
Monitor/Verify Punch List Deficiencies		12.0	40.0				52.0	
Sub-Total Hours - Construction Phase	0.0	392.0	860.0	0.0	120.0	132.0	1504.0	
Sub-Total Labor Cost - Construction Phase	\$ -	\$ 54,096.00	\$ 84,280.00	\$ -	\$ 7,800.00	\$ 8,680.00	\$ 154,756.00	
TOTAL DESIGN HOURS	466.0	1197.5	2073.5	2580.0	5466.0	538.0	12319.0	
TOTAL DESIGN LABOR COST	\$ 83,880.00	\$ 165,255.00	\$ 203,203.00	\$ 219,300.00	\$ 355,280.00	\$ 34,840.00	\$ 1,061,768.00	
TOTAL CONSTRUCTION HOURS	0.0	422.0	918.0	0.0	240.0	176.0	1756.0	
TOTAL CONSTRUCTION LABOR COST	\$ -	\$ 58,236.00	\$ 89,984.00	\$ -	\$ 16,600.00	\$ 11,440.00	\$ 175,240.00	
TOTAL PROJECT LABOR COST	\$ 83,880.00	\$ 223,491.00	\$ 293,187.00	\$ 219,300.00	\$ 370,880.00	\$ 46,280.00	\$ 1,237,008.00	

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

For the Project known as "**CENTRAL BUSINESS DISTRICT PHASE IV**", 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 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, N/A**

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

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**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

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

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

**PHASE I - PRELIMINARY DESIGN PHASE**

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

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**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

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

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**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

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

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

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

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

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

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

**PHASE III - FINAL DESIGN PHASE**

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

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

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**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

**BIDDING PHASE**

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

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

**CONSTRUCTION PHASE**

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction

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projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

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

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

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

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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.

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,

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**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

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.
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

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construction contractor's default under the construction contract due to delinquency or insolvency.

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

**ADDITIONAL SERVICES OF THE CONSULTANT**

**GENERAL**

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

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

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**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.
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 "CENTRAL BUSINESS DISTRICT PHASE IV", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **ONE MILLION FIVE HUNDRED THIRTY FIVE THOUSAND NO/100 DOLLARS (\$1,535,000.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

**PAYMENT SCHEDULE**

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

**Fixed fee Payment to Consultant**

<b>Preliminary Design Phase</b>	<b>\$721,878.95</b>
<b>Pre-Final Design Phase</b>	<b>\$374,937.30</b>
<b>Final Design Phase</b>	<b>\$239,384.41</b>
<b>Bidding Phase</b>	<b>\$ 22,931.04</b>
<b>Construction Phase</b>	<b>\$175,868.30</b>

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, N/A**

The services called for in the Report Phase of this Agreement shall be completed and **N/A 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.

**PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **ten copies** of any required documents and opinion of probable construction costs shall be submitted within **150**

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

**consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five** copies of the resubmitted design documents.

**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 **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. If Owner does not approve the pre-final design documents, the Consultant shall submit **five copies** of the resubmitted pre-final design documents. Additional, Consultant should submit **three copies** of the specifications and three copies of the design analysis.

**PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **ten copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **50 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **three copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **thirty copies** of the final design documents and specifications for bidding to the Owner within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

**PHASE IV—BIDDING PHASE**

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **three copies** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

**PHASE V - CONSTRUCTION PHASE**

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



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page. In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule. This Endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: CERTIFICATE HOLDER AS REQUIRED BY CONTRACT.

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

Endorsement Effective: 3/25/12 Policy No. SRZD20088-12 End. No. 05  
Insured: CEA GROUP Carrier Code: 21075  
Insurance Company: Service Lloyds Ins. Co.

Countersigned by Andrea L. Kall

WC 42 06 01  
Effective July 1, 1984

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY  
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: ENGINEERING AND ARCHITECTURAL CONSULTANTS

3. Premium

The premium charge for this endorsement shall be 2 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. Advanced Premium

Endorsement Effective: 3/25/12      Policy No. SRZD20088-12      End. No. 06  
Insured: CEA GROUP  
Insurance Company: Service Lloyds Ins. Co.

Countersigned by

Sandra L. Kall

WC 42 03 04 A

# PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE

## LIABILITY DECLARATIONS

Policy Number: **ACP BPOC7233857010**

Policy Period:  
From **03-25-12** To **03-25-13**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

### COVERAGES

### LIMITS OF INSURANCE

Liability and Medical Payments	Per Occurrence	<b>\$1,000,000</b>
Medical Payments Coverage Sub Limit	Per Person	<b>\$5,000</b>
Tenants Property Damage Legal Liability Sub Limit	Per Covered Loss	<b>\$300,000</b>
Personal and Advertising Injury	Per Person Or Organization	<b>\$1,000,000</b>
Products - Completed Operations Aggregate	All Occurrences	<b>\$2,000,000</b>
General Aggregate (Other than Products - Completed Operations)	All Occurrences	<b>\$2,000,000</b>

### AUTOMATIC ADDITIONAL INSURED STATUS

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises	Included in Liability & Medical Payments Limit
Controlling Interest	Included in Liability & Medical Payments Limit
Grantor of Franchise or License	Included in Liability & Medical Payments Limit
Lessors of Leased Equipment	Included in Liability & Medical Payments Limit
Managers or Lessors of Leased Premises	Included in Liability & Medical Payments Limit
Mortgagee, Assignee or Receiver	Included in Liability & Medical Payments Limit
Owners or Other Interest from Whom Land has been Leased	Included in Liability & Medical Payments Limit
State or Political Subdivisions - Permits Relating to Premises	Included in Liability & Medical Payments Limit

### PROPERTY DAMAGE DEDUCTIBLE

NONE

### OPTIONAL COVERAGES

Hired Auto Liability Coverage	<b>Included in Liability &amp; Medical Payments Limit</b>
Nonowned Auto Liability Coverage	<b>Included in Liability &amp; Medical Payments Limit</b>
Employee Benefits	<b>Each Employee \$1,000,000</b>
\$1,000 Each Employee Deductible	<b>Aggregate \$2,000,000</b>

PB 81 03 (01-01)

DIRECT BILL LB9D

PJW

INSURED COPY

UID 38

72 19675

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS**

**SCHEDULE**

**Name Of Person Or Organization:**

**CITY OF EL PASO**

**#2 CIVIC CENTER PLAZA  
EL PASO**

**TX 79901**

In condition K, TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, under paragraph 2. Applicable to Businessowners Liability Coverage, the following paragraph is added:

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.

**All terms and conditions of this policy apply unless modified by this endorsement.**

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

**AMENDMENT – ADVANCED NOTICE –  
CANCELLATION OR MATERIAL COVERAGE REDUCTION**

This endorsement modifies insurance provided under the following:

**PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS**

In the event of cancellation (other than non-payment of premium) or material change that reduces or restricts the insurance afforded by this Policy, we agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

**Name and Address:**

**CITY OF EL PASO  
#2 CIVIC CENTER PLAZA  
EL PASO, TX 79901-1153**

**Number of Days Advance Notice: 30**

**All terms and conditions of this policy apply unless modified by this endorsement.**

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# A/E SELECTION SUMMARY

**Project Name:** CDB - Phase IV

**Department Requesting Service:** Engineering & Construction Management

**District/ Representative:** All

## SHORTLIST

**RFQ Notification Date:** 7/14/2009

**RFQ Due Date:** 7/30/2009

### SHORTLIST COMMITTEE

Javier Reyes, Engineering & Construction Management

Johanes Makahaube, Engineering & Construction Management

Gilbert Guerrero, Engineering & Construction Management

Harold Kutz, Department of Transportation

Rudy Pino, Department of Transportation

**SCORING SHEETS ISSUED:** 8/13/2009

**SCORING SHEETS DUE:** 8/18/2009

**FINAL RANKING DATE:** 8/19/2009

**FIRMS NOTIFIED DATE:** 8/19/2009

### A/E FIRMS THAT SUBMITTED RFQ PACKAGE

6 SLI Engineering

7 S & B

2 Conde, Inc.

8 Smith Engineering

5 Parkhill, Smith & Cooper

3 AIA Engineering

1 CEA Group

4 Huitt-Zollars

## FINAL SELECTION

### PRESENTATION COMMITTEE

Alan Shubert, Engineering & Construction Management

Irene D. Ramirez, Engineering & Construction Management

Sam Rodriguez, Engineering & Construction Management

Darly W. Cole, Department of Transportation

Ted Marquez, Department of Transportation

**PRESENTATION DATE:** 9/9/2009

**FIRMS NOTIFIED DATE:** 9/9/2009

1

2

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**SELECTED CONSULTANT:**

**SCOPING MEETING:**

**FEE PROPOSAL DUE:**

### FINALISTS

CEA Group

Conde, Inc.

AIA Engineering

CEA Group

# Oregon Street Curb Cut



# Oregon Street Curb Cut



# Oregon Street Tree well

