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

DEPARTMENT: **Engineering and Construction Management**

AGENDA DATE: **November 16, 2010**

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

DISTRICT(S) AFFECTED: **1 & 8**

SUBJECT:
That the City Manager be authorized to sign the Agreement for Professional Engineering Services by and between the City of El Paso and Moreno Cardenas Inc., a Texas Corporation, for a project known as "Country Club Road Expansion Improvements" in the amount of nine hundred thousand 00/100 dollars ($900,000.00) 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 nine hundred fifty thousand and 00/100 dollars ($950,000.00).

BACKGROUND / DISCUSSION:
The project scope consists of reconstructing Country Club Road between Doniphan and the traffic circle located at Upper Valley Road and River Run. The improvements include the expansion of Country Club to include one lane in each direction, center turning median, bike lanes in each direction and sidewalks on both sides of the road. The sidewalk widths and bike lanes will depend on the available right of way widths. These improvements are consistent with the approved Upper Valley Traffic Study recommendations. The consultant will provide construction documents and provide an enhanced public outreach comment to ensure all property owners are notified of the improvements. Moreno Cardenas Inc. was selected through the City's AE Selection process and is recommended as the most qualified firm for the project.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
$900,000.00 - 2010 Certificates of Obligation

BOARD / COMMISSION ACTION:
N/A

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

DEPARTMENT HEAD: _____

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

Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Professional Engineering Services by and between **THE CITY OF EL PASO** and **MORENO CARDENAS INC.**, a Texas Corporation, for a project known as **"COUNTRY CLUB ROAD EXPANSION IMPROVEMENTS"** in the amount of **NINE HUNDRED THOUSAND AND 00/100 DOLLARS ($900,000.00)** 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 NINE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($950,000.00).**

ADOPTED THIS _____ DAY OF _____ 2010.

CITY OF EL PASO:

_____
John F. Cook, Mayor

ATTEST:

_____
Richarda Duffy Momsen,
City Clerk

APPROVED AS TO FORM:

_____
Cynthia S. Osborn
Assistant City Attorney

APPROVED AS TO CONTENT

_____
R. Alan Shubert, P.E.
City Engineer

A/E SELECTION SUMMARY

Project Name:	**Country Club Road Improvements**		
Department Requesting Service:	Street Dept.	***District / Representative:***	1/Ann Lilly & 8/Beto O'Rourke

SHORTLIST

RFQ Notification Date:	Friday, March 12, 2010	***RFQ Due Date:***	Friday, April 02, 2010

Shortlist Committee	A/E Firms that Submitteed RFQ package			
Gilbert Guerrero, Civil Engineer Associate II	14	Plaza Engineering Consultants	5	Parkhill, Smith & Cooper
Mauro Monsisvais, Civil Engineering Associate	7	CEA Engineering Group	6	ESSCO
Martin Noriega, Civil Engineering Associate	8	CSA Design Group	9	Huitt-Zollars
Rudy Pino, Traffic Engineer	10	SLI Engineering	11	Conde
Javier Reyes, Engineering Division Manager	13	Smith Engineering Group	12	Entech Civil Engineers
	4	Moreno Cardenas	3	Brock & Bustillos
Scoring sheets issued / due date: April 15, 2010 / April 22, 2010	2	AIA Engineers	1	Quantum Engineering
Final Ranking Date: Monday, June 14, 2010				
Firms Notified Date: Monday, June 14, 2010				

FINAL SELECTION

Presentation Committee	Finalists			
Alan Shubert, City Engineer	2	Quantum Engineering	3	AIA Engineers
Irene Ramirez, Assistant City Engineer	4	Brock & Bustillos	1	Moreno Cardenas
Ted Marquez, Assistant City Engineer				
Sam Rodriguez, Engineering Division Manager				
Harold Kutz, Engineering Division Manager				
		Selected Consultant:	Moreno Cardenas	
Presentation Date: Wednesday, June 23, 2010		***Scoping Meeting:***	Wednesday, June 30, 2010	
Firms Notified Date: Wednesday, June 23, 2010		***Fee Proposal Due:***	Monday, July 26, 2010	

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ **day of** _____, **2010** by and between the **THE CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **MORENO CARDENAS INC.,** a Texas Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as **"COUNTRY CLUB ROAD EXPANSION IMPROVEMENTS,"** hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; and

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

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

ARTICLE I.
ATTACHMENTS

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

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
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 **NINE HUNDRED THOUSAND AND 00/100 DOLLARS ($900,000.00)** 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 is to be determined for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D". FOR REQUIREMENTS CONTRACTS ONLY:** N/A The term of this Agreement shall be for a period not to exceed N/A **consecutive calendar days**, except as specifically noted herein.

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

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

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

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

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

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

ARTICLE V.
INSURANCE AND INDEMNIFICATION

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

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

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

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

a) <u>COMMERCIAL GENERAL LIABILITY</u>
Personal Injury or Death
$500,000.00 for one person or occurrence
$1,000,000.00 for two or more persons or occurrences
Property Damage
$500,000.00 per occurrence
General Aggregate
$1,000,000.00

b) <u>AUTOMOBILE LIABILITY</u>
Combined Single Limit
$1,000,000.00 per accident

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

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

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

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

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

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

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability,

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

ARTICLE VI.
FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

Copies of grant assurances will be made available to Consultant. However, provided

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

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

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

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT.

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

ARTICLE VII.
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager 2 Civic Center Plaza El Paso, Texas 79901
With a Copy to:	The City of El Paso Attn: City Engineer 2 Civic Center Plaza El Paso, Texas 79901
To the Consultant:	Moreno Cardenas, Inc. Attn.: Roberto Moreno, P.E., Executive Vice President 2505 E. Missouri Ave. El Paso, Texas 79903

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Joyce Wilson, City Manager

CONSULTANT:
Moreno Cardenas, Inc.

for By: _____
Roberto Moreno, P.E.,
Executive Vice President

APPROVED AS TO FORM:

_____
Cynthia S. Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
R. Alan Shubert, P.E.
City Engineer

(Acknowledgements on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2010, by **Joyce A. Wilson,** as **City Manager** of the **City of El Paso, Texas.**

_____
Notary Public, State of Texas

My commission expires:

_____

THE STATE OF TEXAS §
§
COUNTY OF El PASO §

This instrument was acknowledged before me on this 4th day of December, 2010, by **Roberto Moreno, P.E., Executive Vice President** of **Moreno Cardenas, Inc.**

Maria T. Chacon
Notary Public, State of Texas

My commission expires:

8-31-11

MARIA T CHACON
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-31-2011

Moreno Cardenas Inc.
consulting engineers

Planning
Engineering
Project Management

2505 E. Missouri Ave.
El Paso, Texas 79903
915-532-2091
Fax: 915-542-0307
www.morenocardenas.com

October 20, 2010

City of El Paso
Engineering Department
Two Civic Center Plaza, 4th Floor
El Paso, Texas 79901

Attention: **Sam Rodriguez, P.E.**
Engineering Division Manager

Reference: **Country Club Road Expansion Improvements - Revised Fee Proposal**

Dear Sam:

In accordance with your letter dated October 18, 2010 we are pleased to provide you with our firm's revised fee proposal for the referenced project.

We will subcontract with Walter P. Moore for traffic engineering services, illumination, and ITS; Frank X. Spencer & Associates, Inc. for surveying services; Sites Southwest, LLC for landscaping design services, Suzanne Michaels Communications for public relations services, Julie Ericson Gereda for TDLR and ADA compliance, and Professional Service Industries for geotechnical engineering services and materials testing.

Our fees for the services described in the enclosed Scope of Services are as follows:

For design phase services (lump sum):	$ 825,000.00
For bid phase services (time and materials):	$ 10,000.00
For construction phase services (time and materials):	$ 65,000.00
	$ 900,000.00

We will submit our invoices for our design phase services on a monthly basis and consistent with the percentage of compensation corresponding to each phase/milestone submittal. The compensation amounts associated with each design phase/milestone will be as follows:

Preliminary Design Phase (70%):	$ 577,500.00
Pre-Final Design Phase (20%):	$ 165,000.00
Final Design Phase (10%):	$ 82,500.00
	$ 825,000.00

MCi consulting engineers

We will begin our services immediately after receipt of your Notice to Proceed and complete our services as follows:

Preliminary Design Phase :	120 Calendar Days
Pre-Final Design Phase:	60 Calendar Days
Final Design Phase:	30 Calendar Days

An electronic copy of this letter and its enclosures has been forwarded to your email address rrodriguezs3@elpasotexas.gov.

I look forward to working on this much anticipated project for the City.

Sincerely,

Mark Medina, P.E.
Project Manager
Enclosures

LLOB410205SR.20Oct10
MM

cc: (electronic copies only):
Irene D. Ramirez, P.E., Assistant City Engineer

SCOPE OF SERVICES

TITLE: Country Club Road Expansion Improvements

LOCATION: From Doniphan Drive To River Run Street

CONSTRUCTION BUDGET: **To Be Determined**

SCOPE OF PROJECT:

The project consists of the reconstruction and expansion of Country Club Road, in general conformance to the recommendations in the Upper Valley Traffic Study (December 2008), Roadway Option I, consisting of a three lane roadway with a continuous left turn lane and shared use lanes. The through lanes will be 14-feet wide and intended to be shared by motor vehicles and bicycles. The continuous left turn center lane will also be 14-ft wide. The project will include one new roundabout at the intersection of Country Club Road with Memory Drive/Country Club Place. The roadway improvements will remain entirely within the existing Right-of-Way (ROW). There is no new ROW acquisition anticipated for this project.

The pavement improvements will consist of reinforced concrete pavement with an alternate design of Hot Mix Asphaltic Concrete (HMAC). Drainage improvements will consist of managing surface flow with a combination of roadside swales/ditches, on site ponding, and storm sewer systems, as well as addressing associated extension requirements for irrigation ditches. The design will take into account drainage runoff from intersecting streets and address areas experiencing local flooding.

The parkway improvements will consist of ADA compliant sidewalks, driveways, stem walls, standard curb and gutter, ADA ramps and bus stops. The parkway design will incorporate landscaping improvements. Traffic improvements consist of street signs, pedestrian control, traffic control, striping, and traffic signal modifications required for the corridor and the new roundabout.

The City will select and assign an artist to incorporate public art into the project either as a standalone piece or as component(s) of the improvements.

The El Paso Water Utilities (EPWU) has prepared designs for the replacement of potable water and wastewater pipelines along Country Club Road from Doniphan Drive to Montoya Drive. The EPWU will furnish their bid documents for potable water and wastewater pipelines for incorporation in the project's bid documents.

The construction of the project may be funded with Transportation Investment Generating Economy Recovery (TIGER) Discretionary Grants Program and or Surface Transportation Program (STP) for construction of the project. If any of those funds are used for the project, then both the City of El Paso and the El Paso District of the Texas Department of Transportation (TxDOT) would have oversight of the development of the project. Therefore, the design of the project will be prepared using TxDOT standards. Accordingly, the drawings will be prepared in an 11"x17" sheet format using MicroStation Computer Software.

Moreno Cardenas Inc.
Country Club Road Expansion Improvements - From Doniphan Drive (SH 20) to River Run Street
Construction Services Fee

TASK	Senior Engineer		Project Manager/Eng V		Eng III		Designer		CADD		Admin		TOTAL	
	Hours	$61.36	Hours	$39.08	Hours	$25.22		$25.15	Hours	$18.00	Hours	$18.28	Hours	Salary
360 CONSTRUCTION SERVICES														
360.1 During the construction phase, the Consultant will assist the City, on a time and materials basis, with the following items: responding to questions and RFI's from the contractor, providing advice and recommendation to the City, performing bi-weekly site visits (total number of visits will not exceed 36 visits), reviewing contractor submittals, reviewing applications for payment, perform substantial completion walkthrough and publish as "punch list" items, issue a "Certificate of Substantial Completion", perform a final walkthrough to ensure punch list items were addressed and produce a set of reproducible (11"X 17") "record drawings" and CD with electronic files.	30	$1,840.80	140	$5,471.20	160	$4,035.20	138	$3,470.70	120	$2,160.00	80	$1,462.40	668	$18,440.30
360 - Subtotal	30	$1,840.80	140	$5,471.20	160	$4,035.20	138	$3,470.70	120	$2,160.00	80	$1,462.40	668	$18,440.30
Sub-Totals	30	$1,840.80	140	$5,471.20	160	$4,035.20	138	$3,470.70	120	$2,160.00	80	$1,462.40	668	$18,440.30
TOTAL SALARY COST			$18,440											
PAYROLL OH(58.69%)			$10,823											
G & A OH (122.50%)			$22,589											
TOTAL LABOR			$51,852											
TOTAL PROFIT on LABOR (10%)			$5,185											
SUB-TOTAL Moreno Cardenas Inc.			$57,038											
DIRECT COSTS			$2,338											
SUBCONSULTANTS														
Walter P. Moore			$2,500											
Sites Southwest			$2,500											
TOTAL SUBS			$5,000											
Fee admin on Subs			$625											
TOTAL FEE (Time and Materials)			$65,000											

ATTACHMENTS A & B

CITY RESPONSIBILITIES:

- The City will provide all available existing information, including but not limited to, existing street and drainage improvement plans, concept plans, master drainage plans, drainage studies, plats, boundary information, signal layouts, monument locations, Sun Metro plans and any other pertinent information required for the design of the project as requested by the Consultant.

- The City will provide a Notice to Proceed (NTP) at each submittal phase (Preliminary, Pre-Final and Final). The City will approve milestone dates for conformance with the project schedule. The City will review submittals for timely continuation of the project.

- The City will distribute submittals to appropriate City Departments, Sun Metro and TxDOT for review and comment. City will provide Consultant with all comments and clarify conflicting comments received from these reviewing entities. All conflicting comment(s) or pending items will be clarified prior to issuance of a NTP. The meetings to review and receive comments will be concurrent to include all entities.

- The City will attend all meetings with the Public.

- The City will provide right-of-entry agreements to access private properties where Consultant requires access to private property.

- The EPWU will provide the design drawings and technical specifications of potable water and wastewater pipelines, as necessary, for inclusion in the Consultant construction documents for the project.

- The City will provide general review and approve design requirements and design criteria prepared by the Consultant for the project. The City will request both TxDOT and the EPWU Stormwater Utility to review and approve the Consultant's design criteria. The Consultant will not begin any design work prior to receiving approval from the City of the design criteria for the project.

- The City will provide ADA, traffic control, street illumination, and parkway improvement compliance reviews. The City will forward copies of the appropriate review comments to TxDOT and or other City Departments as may be appropriate. The City will compile comments and clarify direction for addressing comments and obtaining approval from the reviewing entities.

- The City will provide general review and approve the technical specifications. City will provide front-end documentation for specification reproduction. The City will ensure front-end documentation conforms to TxDOT's requirements. The City will forward TxDOT copies of the technical specifications for their review and approval.

- The City will provide Consultant with the project's construction budget along with the NTP for the project.

- The City will provide Consultant with Purchase Order for reproduction associated with the drawings and technical specifications, including check sets, agency review sets, sets for bidding, and record drawings. City will establish the pre-bid meeting date and will conduct

the pre-bid meeting. After bid opening, the City will provide Consultant with proper information for consultant bid evaluation. The City's Engineering Department will be responsible for reviewing, approving and issuing grading and drainage permits.

- The City will be responsible for contacting the Consultant on an as needed basis for construction administration services. Those services will be based on Time and Materials, not to exceed the approved budget. Time above the budgeted amount will be considered additional services to the Consultant and will require written authorization from City.

- The City has directed the Consultant to prepare the design of the project using MicroStation computer software on 11"x17" sheet format. The conversion of drawings to other sheet format and/or the conversion of computer files from the selected computer software to other computer format(s) will be considered additional services to the Consultant. The Consultant will not be responsible for the accuracy and/or completeness of the converted files.

CONSULTANT RESPONSIBILITIES:

The design of the project will be performed in three phases (Preliminary, Pre-Final and Final).

TASK 100: PROJECT MANAGEMENT

100.1 The Consultant will coordinate all activities with the City's Engineering Department. City will coordinate directly with TxDOT. The Consultant will assist the City in obtaining approvals from TxDOT.

100.2 The Consultant will administer all submittal phases of the project including preparation of invoices, contract/sub-contract administration, monthly progress reports and weekly progress meetings with the design team.

100.3 The Consultant will meet with the City on a scheduled basis to review project progress.

100.4 The Consultant will prepare and provide meeting minutes of all meetings and telephone conversations of the project.

TASK 110: QUALITY ASSURANCE/QUALITY CONTROL

110.1 The Consultant will apply quality assurance and quality control (QA/QC) for up to three (3) scheduled submittals of design documents to the City. The Consultant's QA/QC policies will be used for this purpose.

TASK 120: INVESTIGATION SERVICES

120.1 The Consultant will become familiar with available as-built information for Country Club Road, Doniphan Drive intersection and adjacent subdivision improvement plans. Consultant will become familiar with available drainage improvement plans and studies for the project area.

120.2 The Consultant will conduct a field reconnaissance to become familiar with existing features.

TASK 130: PLANNING SERVICES

130.1 The Consultant will assist the City in providing schedules for obtaining additional ROW, utility easements, and utility service lines.

TASK 140: ENVIRONMENTAL SERVICES

140.1 The City will employ an independent consultant to perform required environmental studies for the project (the City EC). The Consultant will not be responsible to provide any kind of asbestos, lead, mold, and other environmental surveys and/or studies. The Consultant will coordinate design efforts with the City EC responsible to prepare environmental studies. The Consultant's coordination efforts will consist of keeping the City EC abreast of the progress of the project, notifications of design phase review meetings, providing copies of design drawings and other backup information developed by Consultant during design of the project.

TASK 150: UTILITY COORDINATION SERVICES

150.1 The Consultant will conduct a records research and acquisition of available as-built utility records. This information will be placed on the base map and provided to all utility companies.

150.2 The Consultant will designate known utilities throughout the ROW, as provided by utility owners.

150.3 The Consultant will conduct utility coordination meetings to review record drawings and proposed improvements with affected utility owners individually at each phase submittal. Utilities that may be affected include: El Paso Electric Company, Texas Gas Service, El Paso Water Utilities, Time Warner Cable, TW Telecom, ATT Telephone, AT&T Distribution Cable, MCI, QWEST Communications, and others.

150.4 The Consultant will prepare and issue minutes for each meeting.

150.5 The Consultant will provide base map information to all utility companies at each submittal phase.

150.6 The Consultant will obtain clearance letters and provide copies of documentation to the City at the Final submittal phase. Utilities can request that their new service lines be included as part of the bid package provided that the utility company signs an agreement with the City and funding is provided.

TASK 160: AGENCY COORDINATION SERVICES

160.1 The Consultant will coordinate the improvement documents with Agencies having jurisdiction over approvals of the project at each phase submittal. Agencies may include: EPWU, Sun Metro, TxDOT, TDLR, IBWC, EPCWID#1, railroad company(ies), and others.

160.2 The Consultant will prepare and issue minutes for each meeting.

TASK 170: DESIGN ANALYSIS SERVICES

170.1 The Consultant will perform design analysis for the project to ensure public safety. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

170.2 The Consultant will define the design criteria to be used for preparing the designs for the project and submit for City (and TxDOT) approval using TxDOT's Design

Summary Report (DSR) format. The approved DSR will be used for guidance throughout the development of the design of the project.

TASK 180: UTILITY DESIGN SERVICES

180.1 The Consultant will prepare design documents for new sanitary sewer service lines for all lots including existing services and in vacant lots. The purpose is to avoid future pavement cuts on the new roadway. The design of the sanitary sewer service lines will extend from the existing sanitary sewer service main to the ROW line. The design will include any special connections if necessary such as utility vaults, joints, etc. The design of the sanitary sewer service lines will be included in the Pre-Final and Final phase submittals.

TASK 190: ROADWAY DESIGN SERVICES

190.1 The Consultant will prepare design documents for roadway geometric features, including, intersection layouts, roundabout layouts, signage and lighting, ROW limits, roadway typical sections (existing and proposed), direction of traffic flow, traffic pavement markings, and geometrics of speed change. Preparation of trip generations and traffic manual counts are excluded from this scope of services.

190.2 The Consultant will compute and prepare horizontal and vertical alignment for the proposed roadway at each phase submittal.

190.3 The Consultant will design and prepare roadway cross sections at 50-ft intervals. Cross sections will be provided at the Pre-Final and Final submittals.

190.4 The Consultant will prepare roadway drawings including: Cover Sheet; Index Sheet; Demolition Sheets; Horizontal Control Layout Sheets; Roadway Plan & Profile Sheets; Driveway Layout Sheets; Intersection Layout Sheets; Roundabout Layout Sheet; Pavement Markings Sheets, Typical Sections; and Cross Sections.

190.5 The Consultant will prepare roadway detail drawings including: Concrete Pavement Details/Standards; HMAC Pavement Details/Standards; Sidewalk/Parkway Details/Standards; Curb Details; and Driveway Details/Standards.

TASK 200: DRAINAGE DESIGN SERVICES

200.1 The Consultant will perform drainage calculations for the project area in order to determine drainage areas and runoff rates. The calculations will summarize the methodologies, assumptions, and hydrological and hydraulic computations for existing drainage improvements. Existing drainage patterns will be maintained.

200.2 The Consultant will identify and develop drainage areas in preparation of a proposed drainage plan.

200.3 The Consultant will prepare drainage drawings including: Drainage Area Sheets; Storm Sewer Plan & Profiles; Drainage Details/Standards; and Drainage Computation Sheets.

200.4 The Consultant will prepare drawings for El Paso County Water Improvement District #1 irrigation crossings and include details for each.

TASK 210: CONSTRUCTION SEQUENCING SERVICES

210.1 The Consultant will develop guidelines for sequence of construction and method of handling traffic during each phase.

210.2 The Consultant will prepare sequencing (phasing/staging) drawings including: Sequence of Construction; and General Note Guidelines for Contractor to follow.

TASK 220: TRAFFIC CONTROL SERVICES

220.1 The Consultant will prepare Traffic Control Plans (TCP) based on the Texas Manual of Uniform Traffic Control Devices, coordination with TxDOT's SRC.

220.2 The Consultant will attend up to two meetings with TxDOT's Safety Review Committee to present and discuss the proposed construction sequence and traffic control plans for the project. The Consultant will prepare traffic control drawings including: Line Diagrams; Detour Plans; TCP; General Note Guidelines for Contractor to follow; TCP Details/Standards.

220.3 The Consultant will compile TCP Details/Standards using available TxDOT Standards.

TASK 220A: TRAFFIC ANALYSIS

220A.1 The Consultant will conduct one-time manual traffic counts at up to seven (7) intersections (including the recently constructed roundabout) for the morning (7:00 am – 9:00 am) and afternoon (4:00 pm – 6:00 pm) peak hours; and 24-hour tube counts at up to four (4) locations along the project corridor.

TASK 230: TRAFFIC MODELING, ANALYSIS AND SERVICES

230.1 Consultant will review the findings of the Upper Valley Traffic Study (UVTS) final report dated June 5, 2009 as it applies to improvements to Country Club Road from River Run to Doniphan. Analysis work done in the UVTS will be used as necessary for developing the alternative analysis, including traffic forecasts and SYNCHRO modeling.

230.2 Alternative traffic analyses shall be performed to include the "No Build" alternative, proposed improvements with a roundabout, and proposed improvements without a roundabout. The Consultant will provide alternative Traffic Analysis to determine LOS for design concepts to compare the conventional traffic signal solution with a roundabout. Capacity analyses shall be performed using the Highway Capacity, SYNCHRO and or VISSIM computer software. Analysis will be performed for existing conditions and for proposed 2017 scenarios at 2 signalized intersections in the study area. Consultant will document the findings and make recommendations for the intersection treatments. Analysis for forecast years beyond 2017 will be handled as additional services.

240.3 Perform operational analysis for the existing and proposed roundabout locations to determine the number of lanes required based on the 2017 forecasts from the Upper Valley Traffic Study. Analysis for forecast years beyond 2017 will be handled as additional services.

230.4 Prepare an initial roundabout layout at a sketch level.

230.5 Model the projected traffic design speeds of all movements at all legs of the roundabout and check the design vehicle turning movement paths at each leg. VISSIM software will be used for modeling travel paths and developing simulation of traffic flows. Data from the simulation will provide average delay per movement, per approach, and per intersection in seconds per vehicle.

230.6 Prepare and evaluate different diameters or different approach alignments to determine the optimal design.

230.7 Analysis of additional alternatives and/or additional traffic modeling/analysis required by regulatory entities is considered additional services.

TASK 240: SIGNING AND TRAFFIC SIGNALIZATION SERVICES

240.1 The Consultant will perform field site reviews at each signalized location including Doniphan Drive, Memory Drive, and Montoya Drive. Field investigations will include: performing existing equipment, utility and space inventory; take photographs of the signalized locations and relevant surroundings; verify locations of proposed sites for new signals; preliminary locating of new devices.

240.2 From the approved preliminary design the Consultant will prepare a signing layout. The signing layout will identify the various types of proposed signing. The Consultant will prepare a large and small sign summary table and will detail all no-standard signs or marking details required for the project.

240.3 The Consultant will meet with the City project manager to establish and gain concurrence on traffic signal design parameters. The Consultant will develop a detailed layout showing location of system components including traffic signal poles, ground boxes, conduit, controller location, phasing diagram, cable termination charts, quantity summary tables, and power source. The plan sheets will be in accordance with City and TxDOT Standards.

240.4 The Consultant will gather the appropriate standard drawings and standard details needed to be included as part of the design package. The package will also include special specifications and opinion of probable construction cost.

240.5 The Consultant will coordinate with the City to develop bid items for the traffic signal components for this project. The Consultant will develop a list of materials required for the installation of the traffic signals. The Consultant will develop the construction details as required for the traffic signals for this project.

TASK 250: INTELLIGENT TRANSPORTATION SYSTEM SERVICES

250.1 The Consultant will interconnect and integrate signal controllers and CCTV Cameras into City of El Paso Traffic Management Center (network). The work may include fiber optics, wireless technologies, or a combination thereof. The design will include all components necessary for a complete, operational and fully integrated network including conduit, cabling, radios, antennas, enclosures, nodes, racks, modems, switches, patch panels, electrical power, ground boxes, communications channel assignments and terminations, integration into the City's Traffic Management network, and all other associated items. The system will be designed to be underground.

TASK 260: BUS RAPID TRANSIT SERVICES

260.1 The Consultant will coordinate with Sun Metro on the proposed BRT route along Country Club to identify circulator and possible BRT routes and stops. It may be necessary to relocate or consolidate some of the bus stops to minimize conflicts along Country Club between stopped buses and moving traffic.

TASK 270: ROADWAY ILLUMINATION SERVICES

270.1 The Consultant will design illumination required for the project. The work will include general notes and specification data sheet, layout sheets, cable termination

charts, quantity summary tables, pole placement, voltage drop calculations, branch circuit wiring conduit layouts and construction detail sheets. The design fees are based on the following assumptions: Consultant will submit a preliminary illumination layout for City approval; safety lighting at cross streets utilizing City and TxDOT standards and details; and temporary lighting plans for illumination during construction phases are not anticipated.

270.2 The Consultant will identify power sources, conduit runs, and will show them on project plans.

270.3 The Consultant will identify the potential overhead utility conflicts and coordinate with the City and utility company to help resolve the conflicts.

270.4 The Consultant will coordinate with the City to develop bid items for the roadway illumination component of the project.

270.5 The Consultant will prepare conduit run tables and charts, general notes, specifications and provisions, construction details as required for the roadway illumination component of this project.

270.6 The Consultant will provide the foundation design for roadway illumination poles and arms by using City and State illumination standards.

TASK 280: LANDSCAPING SERVICES

280.1 The Consultant will perform tree inventory and assessment.

280.2 The Consultant will include the landscape and irrigation design for the streetscape improvements on Country Club Road from Doniphan Drive to River Run Road.

280.3 The Consultant will be responsible for contractor direction to protect existing trees and minimize damage to the existing landscape where possible.

280.4 The Consultant will also provide direction to the contractor to replace with like size and species in as much as possible, existing landscape within the project boundaries.

280.5 The healthy existing trees and existing irrigation in working order will be inventoried and protected and reused in as much as possible.

280.6 The Consultant will coordinate implementation of the City's Public Artist design work into landscaping improvements.

280.7 The Consultant will coordinate landscaping improvements with the sidewalk design.

280.8 The Consultant will provide 2 typical image board type renderings for use in public meetings. Renderings will not be a visual simulation or perspective graphic.

TASK 290: PUBLIC INVOLVEMENT SERVICES

290.1 Public Involvement will commence when notice to proceed is issued and will continue throughout the three design phases including bidding phase. Proposed outreach includes: presentations at eight neighborhood association meetings with boards and brochures; three public meetings, and associated notifications, powerpoint and brochures; media notifications coordinated with City PIO; personal contact with residents along Country Club road; and flyers, brochures, and letters in English and Spanish. This is a comprehensive plan for outreach to the resident population most affected by the Country Club Road project in zip codes 79922 and 79932.

290.2 The Consultant will perform public contact and involvement by going door-to-door to talk to affected residents. If the residents are not present, the Consultant will: Leave written correspondence at the residence, both in English and Spanish to 1)

explain improvements and possibly setup a future meeting with that resident; 2) invite the resident to scheduled neighborhood association meetings and public meetings. Mail written correspondence, both in English and Spanish, to explain improvements and possibly setup a future meeting with that resident.

290.3 The Consultant will be responsible for scheduling, coordinating, and presenting at eight neighborhood association meetings to connect with Upper Valley residents and alert them to the Country Club Road project. Presentations will include: powerpoint presentation development; informational flyers/brochures in both English and Spanish; and use large presentation boards.

290.4 The Consultant will be responsible for scheduling, coordinating, and moderating three public meetings to connect with Upper Valley residents. This will be accomplished through: neighborhood associations' email distribution to members; direct mail and/or flyers distributed through area schools; and coordinate w/City PIO regarding media notification. The public meetings will be held for the design of the project and the Consultant will be responsible to attend, provide presentation of the improvements, and answer questions.

290.5 The Consultant will be responsible to assemble documents distributed to the public, summaries of meetings, minutes of meetings, and a record of all methodologies used to connect with the public in a binder for the City's record keeping.

TASK 300: EROSION AND SEDIMENT CONTROL SERVICES

300.1 The Consultant will prepare storm water pollution prevention (SW3P) plans.

300.2 The Consultant will prepare the Storm Water Pollution Prevention Plan (SW3P) binder.

TASK 310: TECHNICAL SPECIFICATION SERVICES

310.1 The Consultant will prepare technical specifications at each phase submittal in accordance with TxDOT standards which consist of special specifications and/or special provisions.

TASK 320: OPINION OF PROBABLE CONSTRUCTION COST SERVICES

320.1 The Consultant will prepare an Opinion of Probable Construction Cost (OPCC) at each submittal phase. The OPCC will be based on historical unit prices. The unit prices will reflect the date of preparation and the Consultant has no control over external factors that affect the cost of labor and materials.

TASK 330: DESIGN AND CONSTRUCTION SCHEDULE SERVICES

330.1 The Consultant will prepare a design and construction schedule using Microsoft Project Scheduler. The schedule will be updated at each submittal phase.

TASK 340: PERMITTING SERVICES

340.1 The Consultant will be responsible to submit required sets to City's Engineering Department for review and approval during the final design phase period. Consultant will be responsible to obtain approval from Engineering Department before the construction documents are submitted for bid advertisement. It will be

the responsibility of the Consultant to follow up review and approval process with Engineering Department. The Consultant will not be responsible for pulling the permit. The pulling of the permit will be responsibility of building contractor. The City's Engineering Department will be responsible for reviewing, approving and issuing grading and drainage permits.

TASK 350: BIDDING SERVICES

350.1 During the bidding process, the Consultant will assist the City with the following items: respond to all questions from perspective bidders, attend a pre-bid conference, prepare addenda, evaluate bids, and provide recommendations concerning the acceptability of subcontractors. The bids will be advertised as a unit price contract and selection of the bidders will be a "low bid" selection or the Consultant may assist the City in developing minimum qualifications for bidders if deemed necessary by the City.

TASK 360: CONSTRUCTION SERVICES

360.1 During the construction phase, the Consultant will assist the City, on a time and materials basis, with the following items: responding to questions and RFI's from the contractor, providing advice and recommendation to the City, performing bi-weekly site visits (total number of visits will not exceed 36 visits), reviewing contractor submittals, reviewing applications for payment, perform substantial completion walkthrough and publish as "punch list" items, issue a "Certificate of Substantial Completion", perform a final walkthrough to ensure punch list items were addressed and produce a set of reproducible (11"X 17") "record drawings" and CD with electronic files.

TASK 370: CONTRACT DOCUMENT SUBMITTALS

All drawings will conform to TxDOT Standards, 11"x17" size.

370.1 PRELIMINARY DESIGN: The Consultant will prepare and provide one (1) reproducible copy of the Preliminary Design documents, and coordinate the reproduction of twelve (12) copies with the City's Purchase Order account with the reprographics company. Deliverables to the City will be charged to the City's account with reprographics company.

370.2 PRE-FINAL DESIGN: The Consultant will prepare and provide one (1) reproducible copy of the Pre-Final Design documents, and coordinate the reproduction of twelve (12) copies with the City's Purchase Order account with the reprographics company. Deliverables to the City will be charged to the City's account with reprographics company.

370.3 FINAL DESIGN: The Consultant will prepare and provide one (1) reproducible copy of the Final Design documents, and coordinate the reproduction of twelve (12) copies with the City's Purchase Order account with the reprographics company. Upon the approval of the Final Design documents, the Consultant will coordinate the reproduction of thirty (30) copies with the City's Purchase Order account with the reprographics company for bidding. Deliverables to the City will be charged to the City's account with reprographics company.

SPECIALTY SERVICES:

TOPOGRAPHIC IMPROVEMENTS SURVEY

- Consultant will provide a topographic improvements survey from Doniphan Drive to River Run Street at the existing roundabout. The survey will be limited to the area within the Country Club Road ROW and will not extend into private property. Survey information beyond/outside the Country Club Road ROW will require permission from the impacted property Owner(s). Requests for access from private property owner(s) and surveys in private property are excluded from this scope of services and will be negotiated under additional services.
- The project will be based on the State Plane Coordinate System which will consist of the North American Datum of 1983 (NAD 83) for horizontal control and the North American Datum of 1988 (NAVD 88) for vertical control.
- The topographic survey will extend 250 feet in each direction at each signalized intersection. For all other intersections, the survey will extend 100 feet.
- A telephone order to Dig Tess will be placed to have the underground utilities marked (painted) on the surface. The survey will include tying these marks.
- The topographic survey will include tying all visible utility features to include the following: water valves; water meters; sanitary sewer manholes; storm sewer manholes; electrical manholes; power poles; light poles; overhead lines; electrical control panels; traffic signals; traffic signs; telephone manholes and pedestals; stem walls; chain link fences; rock walls; trees, etc.
- The survey will also include existing pavement, paint stripes, existing asphalt and concrete driveways, existing concrete sidewalks, ditches, stairs, steps, and existing concrete curb and gutter. Finish floor elevations for houses or buildings are excluded from the survey.
- EPCWID#1 crossings boundary survey requirements. Horizontal control will be based on NAD 83.
- The vertical survey control for the EPCWID#1 will be based on the United States Bureau of Reclamation datum. This datum is required for all surveys of the EPCWID#1 facilities.

GEOTECHNICAL ENGINEERING SERVICES

- Consultant will perform a geotechnical investigation to provide recommendations regarding construction embankment and pavement structural section design. Consultant's investigation will be supplemented with the information in the October 12, 2004, Sanitary Sewer Line Replacement Country Club Road and Love Road Report prepared for the El Paso Water Utilities.
- Based on information from the referenced 2004 report, this geotechnical investigation would consist of advancing one exploratory boring at maximum intervals of 500 lineal feet of roadway alignment starting at Thornton Street and ending several hundred feet east of River Run Street. Two borings would be performed along the roadway alignment extending east of Thornton Street to Doniphan Drive to identify pavement thickness evaluate consistency with 2004 geotechnical report. A total of 10 borings would be advanced to a maximum depth of 15 feet below grade or auger refusal, whichever occurs first. Groundwater observations will be performed from the augered boreholes immediately following drilling. The borings will be backfilled utilizing ready mixed flowable fill and capped with a concrete cylinder forced sideways into the borehole to reduce the potential for subsidence. The pavement will be patched with cold patch.

- Traffic control will be required to accomplish the exploratory drilling. Traffic would be moved to the opposite lane and the shoulder utilized for oncoming traffic, closure of select turn lanes and closure of medians (no flaggers required) will be used to perform the drilling scope.
- Consultant will develop laboratory soils testing program to perform moisture content (ASTM D 2216) (20), dry unit weight (ASTM D2937) (4), percent passing the No. 200 sieve (ASTM D 1140) (20), Atterberg limits determination (ASTM D 4318) (20) and sieve analysis (ASTM D 6913) (20) for each major soils type encountered. The index tests will be utilized to classify the recovered soils in accordance with the Unified Soils Classification System.
- Soil strength will be derived utilizing the split spoon SPT blow counts or unconfined compressive strength tests (ASTM D 2166) on selected soils, where applicable. Up to four (4) California Bearing Tests (CBR) (ASTM D 1883) will be performed for each major soils type. All tests will be performed in general accordance with ASTM procedures.
- Consultant will perform an engineering evaluation in general accordance with the ASSHTO pavement design guide to determine pavement base and pavement thickness. Recommendations for underground utility pipe bedding and backfill will be provided. Results of the geotechnical engineering investigation will be summarized in a written report.

ADA COMPLIANCE SERVICES

- Consultant will perform plan review and inspections for ADA, T.A.S, and Texas Department of Licensing and Regulation requirements.

CONTRACT SCHEDULE:

PRELIMINARY DESIGN PHASE (Including Surveys): 120-Calendar Days (from NTP)

PRE-FINAL DESIGN PHASE: 60-Calendar Days (from NTP)

FINAL DESIGN PHASE: 30-Calendar Days (from NTP)

Saturdays, Sundays and City recognized holidays are not considered working days.

DOCUMENT REPRODUCTION:

- The City will provide a Purchase Order to the Consultant for the reproduction of all design submittals (preliminary, pre-final, and final), code review, bidding, and record drawings. The Consultant shall be responsible to coordinate all printing for the different phases and for code review requirements. The City's account with reproduction company will be charged for the above reproductions.

EXCLUSIONS:

- Services related to the preparation of route studies, schematic design, preliminary engineering report, and/or analysis of alternatives which may be required in support of the environmental document are excluded from the scope of services.
- Services related to any kind of traffic modeling and analyses for the project corridor outside of the services described in this scope are excluded from the scope of services.
- The scope of services excludes any kind of Subsurface Utility Engineering (SUE).

- Services related to any kind of major drainage improvements, hydrologic/hydraulic computer modeling, and/or requests for flood map changes from FEMA or other regulatory entities.
- Services related to boundary and/or right-of-way services.
- Services related to the conversions from TxDOT standard design format to City of El Paso design format.
- Services related to design of domestic water and/or sanitary sewer mains.

Moreno Cardenas Inc.
Country Club Road Expansion Improvements - From Doniphan Drive (SH 20) to River Run Street
Design, Bidding, and Construction Services Fee Summary

Design Services Fee (Lump Sum):		$825,000
Bidding Services Fee (Time & Materials):		$10,000
Construction Services Fee (Time & Materials):		$65,000
	Total:	$900,000

ATTACHMENTS A & B

Moreno Cardenas Inc.
Country Club Road Expansion Improvements - From Doniphan Drive (SH 20) to River Run Street
Design Services Fee

	Senior Engineer		Project Manager/Eng V		Eng III		Designer		CADD		Admin		TOTAL	
	Hours	$61.36	Hours	$39.08	Hours	$25.22	Hours	$25.15	Hours	$18.00	Hours	$18.28	Hours	Salary
100.00 PROJECT MANAGEMENT														
100.1 The Consultant will coordinate all activities with the City's Engineering Department. City will coordinate directly with TxDOT. Consultant will assist the City in obtaining approvals from TxDOT.	3	$184.08	18	$703.44		$0.00		$0.00		$0.00	18	$329.04	39	$1,216.56
100.2 The Consultant will administer all submittal phases of the project including preparation of invoices, contract/sub-contract administration, monthly progress reports and weekly progress meetings with the design team.	3	$184.08	18	$703.44		$0.00		$0.00		$0.00	40	$731.20	61	$1,618.72
100.3 The Consultant will meet with the City on a scheduled basis to review project progress.	3	$184.08	18	$703.44	8	$201.76		$0.00		$0.00		$0.00	29	$1,089.28
100.4 The Consultant will prepare and provide meeting minutes of all meetings and telephone conversations of the project.	3	$184.08	24	$937.92		$0.00		$0.00		$0.00	20	$365.60	47	$1,487.60
100 - SubTotal	12	$736.32	78	$3,048.24	8	$201.76	0	$0.00	0	$0.00	78	$1,425.84	176	$5,412.16
110 QUALITY ASSURANCE/QUALITY CONTROL														
110.1 The Consultant will apply quality assurance and quality control (QA/QC) for up to 3 scheduled submittals of design documents to the City. The Consultant's QA/QC policies will be used for this purpose.	54	$3,313.44		$0.00		$0.00		$0.00		$0.00		$0.00	54	$3,313.44
110 - Subtotal	54	$3,313.44	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	54	$3,313.44
120 INVESTIGATION SERVICES														
120.1 The Consultant will become familiar with available as-built information for Country Club Road, Doniphan Drive intersection and adjacent subdivision improvement plans. Consultant will become familiar with available drainage improvement plans and studies for the project area.	2	$122.72	18	$703.44	18	$453.96		$0.00		$0.00		$0.00	38	$1,280.12
120.2 The Consultant will conduct a field reconnaissance to establish validity of existing features.	2	$122.72	18	$703.44	18	$453.96	40	$1,006.00		$0.00		$0.00	78	$2,286.12
120 - Subtotal	4	$245.44	36	$1,406.88	36	$907.92	40	$1,006.00	0	$0.00	0	$0.00	116	$3,566.24
130 PLANNING SERVICES														
130.1 The Consultant will assist the City in providing schedules for obtaining additional ROW, utility easements, and utility service lines.	2	$122.72	8	$312.64	8	$201.76		$0.00		$0.00		$0.00	18	$637.12
130 - SubTotal	2	$122.72	8	$312.64	8	$201.76	0	$0.00	0	$0.00	0	$0.00	18	$637.12
140 ENVIRONMENTAL SERVICES														
140.1 The City will employ an independent consultant to perform required environmental studies for the project (the City EC). The Consultant will not be responsible to provide any kind of asbestos, lead, mold, and other environmental surveys and/or studies. The Consultant will coordinate design efforts with the City EC responsible to prepare environmental studies. The Consultant's coordination efforts will consist of keeping the City EC abreast of the progress of the project, notifications of design phase review meetings, providing copies of design drawings and other backup information developed by Consultant during design of the project.	8	$490.88	20	$781.60	32	$807.04	40	$1,006.00	40	$720.00	20	$365.60	160	$4,171.12
140 - Subtotal	8	$490.88	20	$781.60	32	$807.04	40	$1,006.00	40	$720.00	20	$365.60	160	$4,171.12
150 UTILITY COORDINATION SERVICES														
150.1 The Consultant will conduct a records research and acquisition of available as-built utility records. This information will be placed on the base map and provided to all utility companies.		$0.00	4	$156.32	18	$453.96		$0.00		$0.00	8	$146.24	30	$756.52
150.2 The Consultant will designate known utilities throughout the ROW, as provided by utility owners.		$0.00	4	$156.32	18	$453.96		$0.00		$0.00		$0.00	22	$610.28
150.3 The Consultant will conduct utility coordination meetings to review record drawings and proposed improvements with affected utility owners individually at each phase submittal. Utilities that may be affected include: El Paso Electric Company, Texas Gas Service, El Paso Water Utilities, Time Warner Cable, TW Telecom, ATT Telephone, AT&T Distribution Cable, MCI, QWEST Communications, and others.		$0.00	8	$312.64	18	$453.96		$0.00		$0.00	16	$292.48	42	$1,059.08
150.4 The Consultant will prepare and issue minutes for each meeting.		$0.00	8	$312.64	18	$453.96		$0.00		$0.00	24	$438.72	50	$1,205.32
150.5 The Consultant will provide base map information to all utility companies at each submittal phase.		$0.00	8	$312.64	8	$201.76		$0.00	40	$720.00		$0.00	56	$1,234.40
150.6 The Consultant will obtain clearance letters and provide copies of documentation to the City at the Final submittal phase. Utilities can request that their new service lines be included as part of the bid package provided that the utility company signs an agreement with the City and funding is provided.		$0.00	8	$312.64	8	$201.76		$0.00		$0.00		$0.00	16	$514.40
150 - Subtotal	0	$0.00	40	$1,563.20	88	$2,219.36	0	$0.00	40	$720.00	48	$877.44	216	$5,380.00

Moreno Cardenas Inc.
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Design Services Fee

	Senior Engineer		Project Manager/Eng V		Eng III		Designer		CADD		Admin		TOTAL	
160 AGENCY COORDINATION SERVICES														
160.1 The Consultant will coordinate the improvement documents with Agencies having jurisdiction over approvals of the project at each phase submittal. Agencies may include: EPWU, Sun Metro, TxDOT, TDLR, IBWC, EPCWID#1, railroad company(les), and others.	2	$122.72	8	$312.64	18	$453.96		$0.00		$0.00	12	$219.36	40	$1,108.68
160.2 The Consultant will prepare and issue minutes for each meeting.		$0.00	8	$312.64	18	$453.96		$0.00		$0.00	24	$438.72	50	$1,205.32
160 - SubTotal	2	$122.72	16	$625.28	36	$907.92	0	$0.00	0	$0.00	36	$658.08	90	$2,314.00
170 DESIGN ANALYSIS SERVICES														
170.1 The Consultant will perform design analysis for the project to ensure public safety. Furthermore, all design analysis must comply with all applicable City, County, State and Federal laws and regulations.	2	$122.72	8	$312.64	8	$201.76	0	$0.00	0	$0.00	0	$0.00	18	$637.12
170.2 The Consultant will define the design criteria to be used for preparing the designs for the project and submit for City (and TxDOT) approval using TxDOT's Design Summary Report (DSR) format. The approved DSR will be used for guidance throughout the development of the design of the project.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
170 - SubTotal	2	$122.72	8	$312.64	8	$201.76	0	$0.00	0	$0.00	0	$0.00	18	$637.12
180 UTILITY DESIGN SERVICES														
180.1 The Consultant will prepare design documents for new sanitary sewer service lines for all lots including existing services and in vacant lots. The purpose is to avoid future pavement cuts on the new roadway. The design of the sanitary sewer service lines will extend from the sanitary sewer service main to the ROW line. The design will include any special connections if necessary such as utility vaults, joints, etc. The design of the sanitary sewer service lines will be included in the Pre-Final and Final phase submittals.	2	$122.72	40	$1,563.20	40	$1,008.80	200	$5,030.00	8	$144.00		$0.00	290	$7,868.72
180 - Subtotal	2	$122.72	40	$1,563.20	40	$1,008.80	200	$5,030.00	8	$144.00	0	$0.00	290	$7,868.72
190 ROADWAY DESIGN SERVICES														
190.1 The Consultant will prepare design documents for roadway geometric features, including, intersection layouts, roundabout layouts, signage and lighting, ROW limits, roadway typical sections (existing and proposed), direction of traffic flow, traffic pavement markings, and geometrics of speed change. Preparation of trip generations and traffic manual counts are excluded from this scope of services.		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00
190.2 The Consultant will compute and prepare horizontal and vertical alignment for the proposed roadway at each phase submittal.	2	$122.72	32	$1,250.56	80	$2,017.60	40	$1,006.00		$0.00		$0.00	154	$4,396.88
190.3 The Consultant will design and prepare roadway cross sections at 50-ft intervals. Cross sections will be		$0.00	32	$1,250.56	80	$2,017.60		$0.00	240	$4,320.00		$0.00	352	$7,588.16
190.4 The Consultant will prepare roadway drawings including: Cover Sheet; Index Sheet; Demolition Sheets; Horizontal Control Layout Sheets; Roadway Plan & Profile Sheets; Driveway Layout Sheets; Intersection Layout Sheets; Roundabout Layout Sheets; Pavement Markings Sheets, Typical Sections; Roadway Details/Standards; and Cross Sections.	2	$122.72	80	$3,126.40	350	$8,827.00	140	$3,521.00	1536	$27,648.00		$0.00	2108	$43,245.12
190.5 The Consultant will prepare roadway detail drawings including: Concrete Pavement Details/Standards; HMAC Pavement Details/Standards; Sidewalk/Parkway Details/Standards; Curb Details; and Driveway Details/Standards.		$0.00	8	$312.64	40	$1,008.80		$0.00	80	$1,440.00		$0.00	128	$2,761.44
190 - Subtotal	4	$245.44	152	$5,940.16	550	$13,871.00	180	$4,527.00	1856	$33,408.00	0	$0.00	2742	$57,991.60
200 DRAINAGE DESIGN SERVICES														
200.1 The Consultant will perform a localized and minor drainage study for the project area in order to determine drainage areas and runoff rates. The study will show the methodologies, assumptions, and hydrological and hydraulic computations for existing drainage improvements in a technical memorandum. Existing drainage patterns will be maintained.	2	$122.72	10	$390.80	40	$1,008.80		$0.00		$0.00	40	$731.20	92	$2,253.52
200.2 The Consultant will identify and develop drainage areas in preparation of proposed drainage plans.		$0.00	10	$390.80	32	$807.04		$0.00	64	$1,152.00		$0.00	106	$2,349.84
200.3 The Consultant will prepare drainage drawings including: Project Watershed Map; Drainage Plan Sheets; Storm Sewer Plan & Profiles; Drainage Details/Standards; and Drainage Computation Sheets.	2	$122.72	20	$781.60	100	$2,522.00	80	$2,012.00	715	$12,870.00		$0.00	917	$18,308.32
200.4 The Consultant will prepare drawings for El Paso County Water Improvement District #1 irrigation crossings and include details for each.	2	$122.72	40	$1,563.20	40	$1,008.80		$0.00	80	$1,440.00		$0.00	162	$4,134.72
200 - Subtotal	6	$368.16	80	$3,126.40	212	$5,346.64	80	$2,012.00	859	$15,462.00	40	$731.20	1277	$27,046.40
210 CONSTRUCTION SEQUENCING SERVICES														
210.1 The Consultant will develop guidelines for sequence of construction and method of handling traffic during each phase.	2	$122.72	16	$625.28	18	$453.96		$0.00		$0.00		$0.00	36	$1,201.96
210.2 The Consultant will prepare sequencing (phasing/staging) drawings including: Sequence of Construction; and General Note Guidelines for Contractor to follow.	2	$122.72	16	$625.28	32	$807.04	80	$2,012.00		$0.00		$0.00	130	$3,567.04
210 - Subtotal	4	$245.44	32	$1,250.56	50	$1,261.00	80	$2,012.00	0	$0.00	0	$0.00	166	$4,769.00

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Country Club Road Expansion Improvements - From Doniphan Drive (SH 20) to River Run Street
Design Services Fee

	Senior Engineer		Project Manager/Eng V		Eng III		Designer		CADD		Admin		TOTAL	
220 TRAFFIC CONTROL SERVICES														
220.1 The Consultant will prepare Traffic Control Plans (TCP) based on the Texas Manual of Uniform Traffic Control Devices, coordination with TxDOT's SRC.	2	$122.72	8	$312.64	8	$201.76	24	$603.60		$0.00	6	$109.68	48	$1,350.40
220.2 The Consultant will attend up to two meetings with TxDOT's Safety Review Committee to present and discuss the proposed construction sequence and traffic control plans for the project. The Consultant will prepare traffic control drawings including: Line Diagrams; Detour Plans; TCP; General Note Guidelines for Contractor to follow; TCP Details/Standards.	2	$122.72	32	$1,250.56	40	$1,008.80	512	$12,876.80		$0.00		$0.00	586	$15,258.88
220.3 The Consultant will prepare TCP Details/Standards using available TxDOT Standards.	2	$122.72	4	$156.32		$0.00	20	$503.00	84	$1,512.00		$0.00	110	$2,294.04
220A TRAFFIC ANALYSIS														
220A.1 The Consultant will conduct one-time manual traffic counts at up to seven (7) intersections (including the recently constructed roundabout) for the morning (7:00 am - 9:00 am) and afternoon (4:00 pm - 6:00 pm) peak hours; and 24-hour tube counts at up to four (4) locations along the project corridor.	2	$122.72	8	$312.64	40	$1,008.80	0	$0.00	200	$3,600.00		$0.00	250	$5,044.16
220 - Subtotal	8	$490.88	52	$2,032.16	88	$2,219.36	556	$13,983.40	284	$5,112.00	6	$109.68	994	$23,947.48
240 SIGNING AND TRAFFIC SIGNALIZATION SERVICES														
240.1 The Consultant will perform field site reviews at each signalized location. Field investigations will include: performing existing equipment, utility and space inventory; take photographs of the signalized locations and relevant surroundings; verify locations of proposed sites for new signals; preliminary locating of new devices.		$0.00	8	$312.64	16	$403.52	16	$402.40	16	$288.00		$0.00	56	$1,406.56
240.2 From the approved preliminary design the Consultant will prepare a signing layout. The signing layout will identify the various types of proposed signing. The Consultant will prepare a large and small sign summary table and will detail all no-standard signs or marking details required for the project.	2	$122.72	8	$312.64	16	$403.52	40	$1,006.00	40	$720.00		$0.00	106	$2,564.88
240.3 The Consultant will meet with the City project manager to establish and gain concurrence on traffic signal design parameters. The Consultant will develop a detailed layout showing location of system components including traffic signal poles, ground boxes, conduit, controller location, phasing diagram, cable termination charts, quantity summary tables, and power source. The plan sheets will be in accordance with City and TxDOT Standards.	2	$122.72	8	$312.64	16	$403.52		$0.00		$0.00		$0.00	26	$838.88
240.4 The Consultant will gather the appropriate standard drawings and standard details needed to be included as part of the design package. The package will also include special specifications and opinion of probable construction cost.		$0.00	4	$156.32	4	$100.88	16	$402.40	16	$288.00		$0.00	40	$947.60
240.5 The Consultant will coordinate with the City to develop bid items for the traffic signal components for this project. The Consultant will develop a list of materials required for the installation of the traffic signals. The Consultant will develop the construction details as required for the traffic signals for this project.	2	$122.72	8	$312.64	16	$403.52	16	$402.40	16	$288.00		$0.00	58	$1,529.28
290 - Subtotal	6	$368.16	36	$1,406.88	68	$1,714.96	88	$2,213.20	88	$1,584.00	0	$0.00	286	$7,287.20
290 PUBLIC INVOLVEMENT SERVICES														
290.1 Public Involvement will commence when notice to proceed is issued and will continue throughout the three design phases including bidding phase. Proposed outreach includes: presentations at eight neighborhood association meetings with boards and brochures; three public meetings, and associated notifications, powerpoint and brochures; media notifications coordinated with City PIO; personal contact with residents along Country Club road; and flyers, brochures, and letters in English and Spanish. This is a comprehensive plan for outreach to the resident population most affected by the Country Club Road project in zip codes 79922 and 79932.		$0.00	16	$625.28	64	$1,614.08		$0.00		$0.00		$0.00	80	$2,239.36
290.2 The Consultant will perform public contact and involvement by going door-to-door to talk to affected residents. If the residents are not present, the Consultant will: Leave written correspondence at the residence, both in English and Spanish to 1) explain improvements and possibly setup a future meeting with that resident; 2) invite the resident to scheduled neighborhood association meetings and public meetings. Mail written correspondence, both in English and Spanish, to explain improvements and possibly setup a future meeting with that resident.	2	$122.72		$0.00		$0.00		$0.00		$0.00	16	$292.48	18	$415.20
290.3 The Consultant will be responsible for scheduling, coordinating, and presenting at eight neighborhood association meetings to connect with Upper Valley residents and alert them to the Country Club Road project. Presentations will include: powerpoint presentation development; informational flyers/brochures in both English and Spanish; and use large presentation boards.	2	$122.72	32	$1,250.56	16	$403.52		$0.00	40	$720.00	20	$365.60	110	$2,862.40
290.4 The Consultant will be responsible for scheduling, coordinating, and moderating three public meetings to connect with Upper Valley residents. This will be accomplished through: neighborhood associations' email distribution to members; direct mail and/or flyers distributed through area schools; and coordinate w/City PIO regarding media notification. The public meetings will be held for the design of the project and the Consultant will be responsible to attend, provide presentation of the improvements, and answer questions.	4	$245.44	48	$1,875.84	24	$605.28		$0.00	48	$864.00	28	$511.84	152	$4,102.40
290.5 The Consultant will be responsible to assemble documents distributed to the public, summaries of meetings, minutes of meetings, and a record of all methodologies used to connect with the public in a binder for the City's record keeping.	2	$122.72	16	$625.28	8	$201.76		$0.00	8	$144.00	8	$146.24	42	$1,240.00
290 - Subtotal	10	$613.60	112	$4,376.96	112	$2,824.64	0	$0.00	96	$1,728.00	72	$1,316.16	402	$10,859.36

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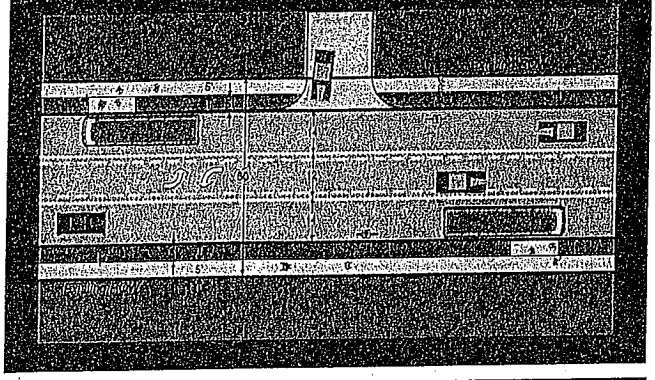
Design Services Fee

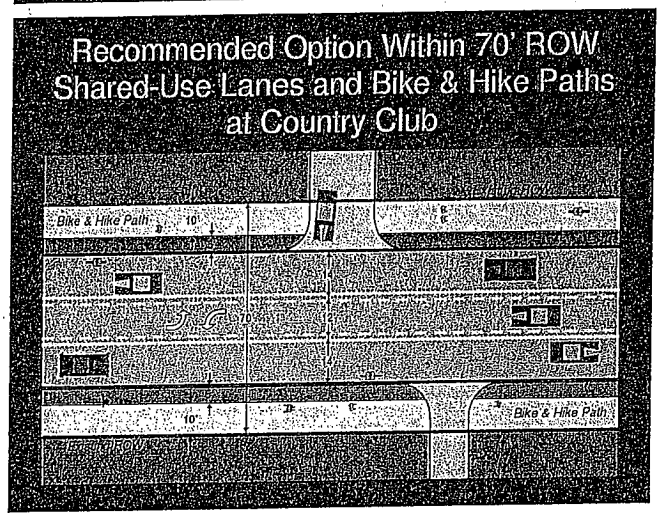
	Senior Engineer		Project Manager/Eng V		Eng III		Designer		CADD		Admin		TOTAL	
300 EROSION AND SEDIMENT CONTROL SERVICES														
300.1 The Consultant will prepare storm water pollution prevention (SW3P) plans.	2	$122.72	16	$625.28	16	$403.52		$0.00	60	$1,080.00		$0.00	94	$2,231.52
300.2 The Consultant will prepare the Storm Water Pollution Prevention Plan (SW3P) binder.	2	$122.72	32	$1,250.56	16	$403.52		$0.00	40	$720.00	40	$731.20	130	$3,228.00
300 - Subtotal	4	$245.44	48	$1,875.84	32	$807.04	0	$0.00	100	$1,800.00	40	$731.20	224	$5,459.52
310 TECHNICAL SPECIFICATION SERVICES														
310.1 The Consultant will prepare technical specifications at each phase submittal in accordance with TxDOT standards which consist of special specifications and/or special provisions.	2	$122.72	32	$1,250.56	80	$2,017.60		$0.00		$0.00	40	$731.20	154	$4,122.08
310 - Subtotal	2	$122.72	32	$1,250.56	80	$2,017.60	0	$0.00	0	$0.00	40	$731.20	154	$4,122.08
320 OPINION OF PROBABLE CONSTRUCTION COST SERVICES														
320.1 The Consultant will prepare an Opinion of Probable Construction Cost (OPCC) at each submittal phase. The OPCC will be based on historical unit prices. The unit prices will reflect the date of preparation and the Consultant has no control over external factors that affect the cost of labor and materials.	2	$122.72	32	$1,250.56	24	$605.28	80	$2,012.00	80	$1,440.00		$0.00	218	$5,430.56
320 - Subtotal	2	$122.72	32	$1,250.56	24	$605.28	80	$2,012.00	80	$1,440.00	0	$0.00	218	$5,430.56
330 DESIGN AND CONSTRUCTION SCHEDULE SERVICES														
330.1 The Consultant will prepare a design and construction schedule using Microsoft Project Scheduler. The schedule will be updated at each submittal phase.	2	$122.72	8	$312.64	16	$403.52		$0.00		$0.00		$0.00	26	$838.88
330 - Subtotal	2	$122.72	8	$312.64	16	$403.52	0	$0.00	0	$0.00	0	$0.00	26	$838.88
340 PERMITTING SERVICES														
340.1 The Consultant will be responsible to submit required sets to City's Engineering Department for review and approval during the final design phase period. Consultant will be responsible to obtain approval from Engineering Department before the construction documents are submitted for bid advertisement. It will be the responsibility of the Consultant to follow up review and approval process with Engineering Department. The Consultant will not be responsible for pulling the permit. The pulling of the permit will be responsibility of building contractor. The City's Engineering Department will be responsible for reviewing, approving and issuing grading and drainage permits.		$0.00	8	$312.64	16	$403.52		$0.00		$0.00	8	$146.24	32	$862.40
340 - Subtotal	0	$0.00	8	$312.64	16	$403.52	0	$0.00	0	$0.00	8	$146.24	32	$862.40
370 CONTRACT DOCUMENT SUBMITTALS														
370.1 PRELIMINARY DESIGN: The Consultant will prepare and provide one (1) reproducible copy of the Preliminary Design documents, and coordinate the reproduction of twelve (12) copies with the City's Purchase Order account with the reprographics company. Deliverables to the City will be charged to the City's account with reprographics company.		$0.00	4	$156.32	4	$100.88	8	$201.20	16	$288.00	8	$146.24	40	$892.64
370.2 PRE-FINAL DESIGN: The Consultant will prepare and provide one (1) reproducible copy of the Pre-Final Design documents, and coordinate the reproduction of twelve (12) copies with the City's Purchase Order account with the reprographics company. Deliverables to the City will be charged to the City's account with reprographics company.		$0.00	4	$156.32	4	$100.88	8	$201.20	16	$288.00	8	$146.24	40	$892.64
370.3 FINAL DESIGN: FINAL DESIGN: The Consultant will prepare and provide one (1) reproducible copy of the Final Design documents, and coordinate the reproduction of twelve (12) copies with the City's Purchase Order account with the reprographics company. Upon the approval of the Final Design documents, the Consultant will coordinate the reproduction of thirty (30) copies with the City's Purchase Order account with the reprographics company for bidding. Deliverables to the City will be charged to the City's account with reprographics company.		$0.00	4	$156.32	4	$100.88	8	$201.20	16	$288.00	8	$146.24	40	$892.64
340 - Subtotal	0	$0.00	12	$468.96	12	$302.64	24	$603.60	48	$864.00	24	$438.72	120	$2,677.92
Sub-Total:	134	8,222	850	33,218	1,516	38,234	1,368	34,405	3,499	62,982	412	7,531	7,779	184,592

TOTAL SALARY COST	$184,592
PAYROLL OH(58.69%)	$108,337
G & A OH (122.50%)	$226,126
TOTAL LABOR	$519,055
TOTAL PROFIT on LABOR (10%)	$51,906
SUB-TOTAL Moreno Cardenas Inc.	$570,961
DIRECT COSTS	$18,000
SUBCONSULTANTS	
Walter P. Moore and Associates	$68,174
Suzanne Michaels Communications	$23,800
Sites Southwest	$30,000
Frank X. Spencer and Associates, Inc.	$86,388
Professional Service Industries, Inc.	$15,790
Julie Ericson Gereda	$1,875
TOTAL SUBS	$226,027
Fee Admin on Subs	$10,013
TOTAL FEE (Lump Sum)	$825,000

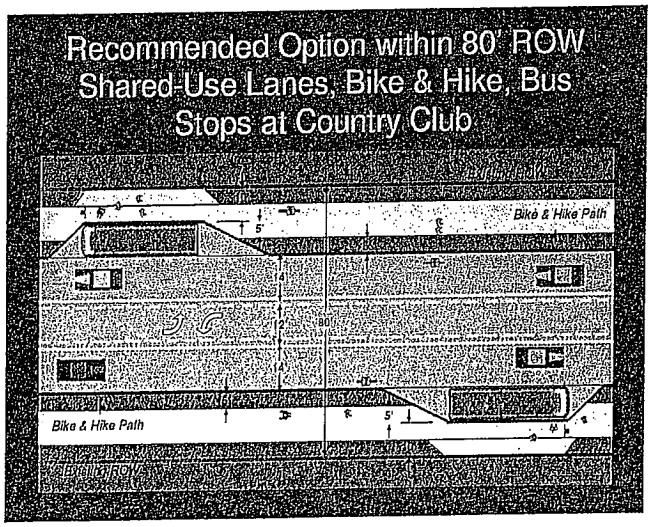
Recommended Option Within 60' ROW
Shared-Use Lanes, Sidewalks, Bus Stops
at Country Club



Recommended Option Within 70' ROW
Shared-Use Lanes and Bike & Hike Paths
at Country Club



Recommended Option within 80' ROW
Shared-Use Lanes, Bike & Hike, Bus
Stops at Country Club



Moreno Cardenas Inc.
Country Club Road Expansion Improvements - From Doniphan Drive (SH 30) to River Run Street
Design Services Direct Costs

Travel:

	Qty.	Unit	Price	Amount
Mileage:	2000	miles	$0.50	$1,000.00
			SUBTOTAL - Travel: =	$1,000.00

Printing and Reproduction:

	Qty.	Unit	Price	Amount
8 1/2" x 11 B/W Copies:	10000	each	$0.20	$2,000.00
8 1/2" x 11 Color Copies:	1004	each	$0.50	$502.00
11 x 17 B/W Copies	6800	each	$0.25	$1,700.00
11 x 17 Color Copies:	800	each	$1.19	$952.00
Bond Paper Plot	2000	linear feet	$2.00	$4,000.00
Photo Records	300	each	$5.00	$1,500.00
Blacklines	200	each	$1.50	$300.00
			SUBTOTAL - Printing and Reproduction: =	$10,954.00

Telephone, Fax and Postage:

	Qty.	Unit	Price	Amount
Overnight Mail - Letter Size	6	each	$16.00	$96.00
Overnight Mail - Oversized Box	6	each	$50.00	$300.00
			SUBTOTAL - Telephone, Fax and Postage: =	$396.00

Traffic Counting Equipment

	Qty.	Unit	Price	Amount
DB-400	6	each	$275.00	$1,650.00
Trax Flex	8	each	$500.00	$4,000.00
			SUBTOTAL - Traffic Counting Equipment =	$5,650.00

Total Project Direct Expenses = $18,000

Moreno Cardenas Inc.
Country Club Road Expansion Improvements - From Doniphan Drive (SH 20) to River Run Street
Bidding Services Fee

TASK	Senior Engineer		Project Manager/Eng V		Eng III		Designer		CADD		Admin		TOTAL	
	Hours	$61.36	Hours	$39.08	Hours	$25.22		$25.15	Hours	$18.00	Hours	$18.28	Hours	Salary
350 BIDDING SERVICES REQUIRED														
350.1 During the bidding process, the Consultant will assist the City with the following items: respond to all questions from perspective bidders, attend a pre-bid conference, prepare addenda, evaluate bids, and provide recommendations concerning the acceptability of subcontractors. The bids will be advertised as a unit price contract and selection of the bidders will be a "low bid" selection or the Consultant may assist the City in developing minimum qualifications for bidders if deemed necessary by the City.	4	$245.44	16	$625.28	40	$1,008.80	0	$0.00	20	$360.00	7	$127.96	87	$2,367.48
350 - Subtotal	4	$245.44	16	$625.28	40	$1,008.80	0	$0.00	20	$360.00	7	$127.96	87	$2,367.48
Sub-Totals	4	$245.44	16	$625.28	40	$1,008.80	0	$0.00	20	$360.00	7	$127.96	87	$2,367.48

TOTAL SALARY COST	$2,367
PAYROLL OH(58.69%)	$1,389
G & A OH (122.50%)	$2,900
TOTAL LABOR	$6,657
TOTAL PROFIT on LABOR (10%)	$666
SUB-TOTAL Moreno Cardenas Inc.	$7,323
DIRECT COSTS	$657
SUBCONSULTANTS	
Walter P. Moore	$1,000
Sites Southwest	$960
TOTAL SUBS	$1,960
Fee admin on Subs	$60
TOTAL FEE (Time & Materials)	$10,000

ATTACHMENTS A & B

ATTACHMENTS A & B

Walter P Moore
Fee Proposal

TASK NO	TASK DESCRIPTION	Principal	Managing Director	Senior Designer	Graduate Engineer	CADD	Admin. Assistant 4	TOTAL
100	Project Management							0
	General Administration		12				8	20
230	Traffic Modeling, Analysis and Studies							0
	UVTS Report Data Analysis	2	4	4	4		2	16
	Alternative Analysis	2	4	8	46			60
	Operational Analysis	2	4	8	20			34
	Traffic Modeling of Roundabout	2	4	8	20			34
	Preliminary Layout	2	4	8	20	20		54
	Evaluate Roundabout Diameters/Turning Paths	2	4	8	20	20		54
250	Intelligent Transportation System Services							0
	Field Reconnaissance			8	8			16
	Utility coordination				8			8
	Design layouts and details			20	32	40		92
	Specifications and General Notes			12	12			24
	Cost Estimates			8	8			16
	Estimate of Quantities			4	4			8
	QAQC	2	4					6
260	Bus Rapid Transit							0
	Coordination with Sun Metro		4					4
	Bus Pull Out Location				16			16
	Relocation of Existing Bus Stops				16			16
270	Roadway Illumination Services							0
	Field Reconnaissance				4			4
	Utility coordination for power source			2	4			6
	Design layouts and details			16	24	24		64
	Specifications and General Notes			8	16			24
	Cost Estimates			8	8			16
	Estimate of Quantities			4	4			8
	QAQC	2	2					4
370	Contract Document Submittals							0
	Preliminary Design		2	4	4	4		14
	Pre-Final Design		2	4	4	4		14
	Final Design		2	4	4	4		14
	Manhours	16	52	146	306	116	10	210
	Labor Rates	$ 161.81	$ 143.26	$ 135.06	$ 86.55	$ 81.64	$ 46.20	
	Subtotal (Labor + Overhead + Profit)	$ 2,588.96	$ 7,449.52	$ 19,718.76	$ 26,484.30	$ 9,470.24	$ 462.00	$ 66,173.78
	Direct Expenses (Test Equip, mileage, travel (1) trip)							$ 2,000.00
								$ -
	TOTAL (Labor + Expenses)							$ 68,173.78
	Bid/Construction Phase Services							
	Manhours	4	20	60	40			124
	Labor Rates	$ 161.81	$ 143.26	$ 135.06	$ 86.55	$ 81.64	$ 46.20	
	Subtotal (Labor + Overhead + Profit)	$ 647.24	$ 2,865.20	$ 8,103.60	$ 3,462.00	$ -	$ -	$ 15,078.04

Moreno Cardenas Inc.
Country Club Road Expansion Improvements - From Doniphan Drive (SH 30) to River Run Street
Bidding Services Direct Costs

Travel:

	Qty.	Unit	Price	Amount
Airtravel (Round Trips)	0	each	$450.00	$0.00
Parking (Airport)	0	each	$25.00	$0.00
Mileage:	0	miles	$0.50	$0.00

SUBTOTAL - Travel: = $0.00

Printing and Reproduction:

	Qty.	Unit	Price	Amount
8 1/2" x 11 B/W Copies:	1000	each	$0.20	$200.00
8 1/2" x 11 Color Copies:	200	each	$0.50	$100.00
11 x 17 Color Copies:	300	each	$1.19	$357.00
Bond Paper Plot	0	linear feet	$2.00	$0.00
Bid Documents	0	set	$200.00	$0.00
Report Package	0	each	$125.00	$0.00

SUBTOTAL - Printing and Reproduction: = $657.00

Telephone, Fax and Postage:

	Qty.	Unit	Price	Amount
Overnight Mail - Letter Size	0	shipments	$16.00 each =	$0.00
Overnight Mail - Oversized Box	0	shipments	$50.00 each =	$0.00

SUBTOTAL - Telephone, Fax and Postage: = $0.00

Total Project Direct Expenses = $657

Moreno Cardenas Inc.
Country Club Road Expansion Improvements - From Doniphan Drive (SH 30) to River Run Street
Construction Services Direct Costs

Travel:

	Qty.	Unit	Price	Amount
Airtravel (Round Trips)	0	each	$450.00	$0.00
Car Rental	0	each	$110.00	$0.00
Parking (Airport)	0	each	$25.00	$0.00
Mileage:	2000	miles	$0.50	$1,000.00
			SUBTOTAL - Travel: =	$1,000.00

Printing and Reproduction:

	Qty.	Unit	Price	Amount
8 1/2" x 11 B/W Copies:	5000	each	$0.20	$1,000.00
8 1/2" x 11 Color Copies:	200	each	$0.50	$100.00
11 x 17 Color Copies:	200	each	$1.19	$238.00
Bond Paper Plot	0	linear feet	$2.00	$0.00
			SUBTOTAL - Printing and Reproduction: =	$1,338.00

Telephone, Fax and Postage:

	Qty.	Unit	Price	Amount
Overnight Mail - Letter Size	0	each	$16.00	$0.00
Overnight Mail - Oversized Box	0	each	$50.00	$0.00
Mobile Telephone	0	month	$125.00	$0.00
			SUBTOTAL - Telephone, Fax and Postage: =	$0.00

Total Project Direct Expenses = $2,338

Suzanne Michaels Communications

A Public Relations Firm

Country Club Road Improvements
Scope of Services and Fees – Public Involvement (Section 1.14)
(October 5, 2010)

Public involvement shall commence when preliminary notice to proceed is issued and shall continue throughout the several design phases including the bidding phase. Proposed Outreach includes:

- presentations at eight Neighborhood Association Meetings with big boards and brochures,
- three Public Meetings, and associated notifications, powerpoint and brochures,
- media notifications coordinated with City PIO,
- personal contact with residents along Country Club Road,
- flyers, brochures, and letters in English and Spanish.

This is a comprehensive plan for outreach to the resident population most affected by the Country Club Road Improvements in zip codes 79922 and 79932.

■ Suzanne Michaels Communications (SMC) shall be responsible to **personally contact all adjacent property owners** along Country Club Road to discuss improvements and how improvements will affect adjacent property owners.

SMC shall initiate public contact and involvement by going door-to-door to talk to affected residents. If the residents are not present, SMC shall:

1) leave written correspondence at the residence, both in English and Spanish, to: explain improvements and possibly setup a future meeting with that resident; invite the resident to scheduled Neighborhood Association meetings and public meetings

2) mail written correspondence, both in English and Spanish, to explain improvements and possibly setup a future meeting with that resident

• Schedule eight Neighborhood Association Meetings	5 hours
• Schedule three Public Meetings	6 hours
• Prepare and print "leave behind" materials in English and Spanish for distribution to Country Club Road residents and for use at upcoming meetings:	
letter to resident (English/Spanish),	6 hours
brochure (English/Spanish),	25 hours
meeting schedule (English/Spanish)	10 hours
• Sixty-one homes x 20 minutes per home	20 hours

■ SMC shall be responsible for scheduling, coordinating, and presenting at **eight Neighborhood Association Meetings** to connect with Upper Valley residents and alert

residents to the Country Club Road Improvement project. Presentations will include:

1) powerpoint presentation development 10 hours
2) informational flyers/brochures in both English and Spanish
3) use large presentation boards developed by MCi

■ SMC shall be responsible for scheduling, coordinating, and moderating **three Public Meetings** to connect with Upper Valley residents. This will be accomplished through

1) Neighborhood Associations' email distribution to members,
2) Direct mail and/or flyers distributed through area schools,
3) Coordinate w/City PI Officer regarding media notification

The Public Meetings will be held for the design phase and SMC shall be responsible to attend, provide presentations of the improvements, and answer questions.

Public Meetings will be held at Canutillo High School or Zach White Elementary (previously scheduled) 0 hours
Develop Meeting Notifications for print outlets 2 hours
Contact EPISD and schools for permission and distribution of fliers through teachers to students. 4 hours

Schools include:
Zach White Elementary,
Mitzy Bond Elementary,
Lincoln Middle School,
Community of Faith,
Montessori Schools in the Country Club area

Attending/moderating 3 meetings X 3 hours each 9 hours

■ SMC shall be responsible to assemble and publish a **FINAL REPORT OF PUBLIC OUTREACH**, incorporating all documents distributed to the public, summaries of meetings, minutes of meetings, and a record of all methodologies used to connect with the public.

25 hours

Additional unanticipated phone calls, emails, and meetings with City staff, project staff, media, and residents 20 hours

Estimated 142 hours @ $150 per hour for public outreach	$21,300
Printing and copying – brochures and handouts	$ 2,500
TOTAL PUBLIC OUTREACH COST	**$23,800**

Country Club Rd Street & Drainage Improvements Landscape Architectural Services

October 19, 2010

Task Description	Principal		Project Manager		Landscape Designer		Administrative Assistant		Certified Arborist		TOTALS
	Hours	Rate	Hour	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
		$125.00		$85.00		$75.00		$45.00		$80.00	
1. Design											
• Site Evaluation		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
- Site Visit		$0.00	4	$340.00	0	$0.00		$0.00		$0.00	$340.00
- Tree Inventory		$0.00	4	$340.00	0	$0.00		$0.00	1	$80.00	$420.00
- Tree Evaluation		$0.00	3	$255.00	0	$0.00		$0.00	1	$80.00	$335.00
-Arborist		$0.00		$0.00		$0.00		$0.00	8	$640.00	$640.00
- Coordination with Public Artist & Arborist		$0.00	4	$340.00	4	$300.00		$0.00		$0.00	$640.00
• Preliminary Design											$0.00
- Resource Protection Plans	1	$125.00	2	$170.00	12	$900.00		$0.00		$0.00	$1,195.00
- Planting Plans	1	$125.00	2	$170.00	8	$600.00		$0.00		$0.00	$895.00
- Irrigation Concepts	1	$125.00	4	$340.00	8	$600.00		$0.00		$0.00	$1,065.00
-Specifications (Preliminary)		$0.00	4	$340.00		$0.00	6	$270.00		$0.00	$610.00
- Construction Cost Estimate (Draft)		$0.00	2	$170.00	3	$225.00	1	$45.00		$0.00	$440.00
• Pre-Final Design											$0.00
- Resource Protection Plans	1	$125.00	4	$340.00	20	$1,500.00		$0.00		$0.00	$1,965.00
- Planting Plans	1	$125.00	4	$340.00	20	$1,500.00		$0.00		$0.00	$1,965.00
- Irrigation Plans	1	$125.00	8	$680.00	28	$2,100.00		$0.00		$0.00	$2,905.00
-Specifications		$0.00	2	$170.00		$0.00	8	$360.00		$0.00	$530.00
- Construction Cost Estimate (PreFinal)		$0.00	2	$170.00	3	$225.00	1	$45.00		$0.00	$440.00
-Renderings for Public Meetings (1)		$0.00	2	$170.00	8	$600.00		$0.00		$0.00	$770.00
• Final Design											$0.00
- Resource Protection Plans	1	$125.00	4	$340.00	12	$900.00		$0.00		$0.00	$1,365.00
- Planting Plans	1	$125.00	4	$340.00	16	$1,200.00		$0.00		$0.00	$1,665.00
- Irrigation Plans	1	$125.00	4	$340.00	9	$675.00		$0.00		$0.00	$1,140.00
-Specifications (Final)	1	$125.00	2	$170.00		$0.00	8	$360.00		$0.00	$655.00
- Construction Cost Estimate (Final)	1	$125.00	2	$170.00	3	$225.00	1	$45.00		$0.00	$565.00
• Meetings & Coordination associated with Design											$0.00
Team Meetings (4)	0	$0.00	8	$680.00	0	$0.00		$0.00		$0.00	$680.00
Meetings for redlines & approval (2)		$0.00	4	$340.00	0	$0.00		$0.00		$0.00	$340.00
Neighborhood Meetings (2)		$0.00	4	$340.00		$0.00		$0.00		$0.00	$340.00
Public Meetings (2)		$0.00	6	$510.00		$0.00		$0.00		$0.00	$510.00
Design & General Coordination		$0.00	6	$510.00	12	$900.00	4	$180.00		$0.00	$1,590.00
• Project Reimbursables											$300.00
	11	$1,375.00	95	$8,075.00	166	$12,450.00	29	$1,305.00	9	$720.00	$24,305.00
3. Bidding Phase											
• Attend Pre Bid Conference		$0.00	2	$170.00		$0.00		$0.00		$0.00	$170.00
• Respond to Propsective Bidders		$0.00	2	$170.00	3	$225.00		$0.00		$0.00	$395.00
• Addenda Coordination		$0.00	2	$170.00	1	$75.00		$0.00	2	$0.00	$245.00

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ATTACHMENTS A & B

Country Club Rd Street & Drainage Improvements Landscape Architectural Services

October 19, 2010

Task Description	Principal		Project Manager		Landscape Designer		Administrative Assistant		Certified Arborist		TOTALS
	Hours	Rate	Hour	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
		$125.00		$85.00		$75.00		$45.00		$80.00	
	0	$0.00	6	$510.00	4	$300.00	0	$0.00		$0.00	$810.00
4. Construction Phase											
• Pre Construction Meeting		$0.00	3	$255.00		$0.00	4	$180.00		$0.00	$435.00
• Bi-Weekly Site Visits (4 total)		$0.00	12	$1,020.00		$0.00	4	$180.00		$0.00	$1,200.00
• Review Shop Drawings/RFIs/Submittals		$0.00	2	$170.00	6	$450.00		$0.00		$0.00	$620.00
• Review Change Orders		$0.00	2	$170.00	4	$300.00		$0.00		$0.00	$470.00
• Conduct Final Inspection (Punch List)		$0.00	4	$340.00	4	$300.00		$0.00		$0.00	$640.00
• Verify Punch List		$0.00		$0.00	4	$300.00	4	$180.00		$0.00	$480.00
• As-Built/Record Landscape & Irrigation Drawings		$0.00	2	$170.00	12	$900.00		$0.00		$0.00	$1,070.00
	0	$0.00	25	$2,125.00	30	$2,250.00	12	$540.00		$0.00	$4,915.00
TOTAL ALL PHASES	11	$1,375.00	126	$10,710.00	200	$15,000.00	41	$1,845.00	21	$720.00	$30,030.00

ATTACHMENTS A & B

FRANK X. SPENCER & ASSOCIATES, INC.
Consulting Civil Engineers & Land Surveyors
1801 MONTANA AVE.
EL PASO, TEXAS 79902
tel: 915-533-1600 E-mail: elpaso@fxsa.com
fax: 915-533-4673 vhe@fxsa.com

SERVICE: Preliminary ROW & Topographic Survey.
CLIENT: Moreno Cardenas - City of El Paso.
PROJECT: Coutry Club Drive.

EXHIBIT A

DESCRIPTION OF SERVICES/EXPENSES

TASK DESCRIPTION	FIELD PERSONNEL				OFFICE PERSONNEL								DIRECT & MMISC. EXPENSES				TOTAL LABOR HOURS & COSTS
	2-Men Crew	3-Men Crew	4-Men Crew	GPS Unit	Survey Tech	R.P.L.S.	Principal	E.I.T.	Abstractor	Clerical	CAD I	CADD II	Photocopies	Blue Prints	Mon. Materials	Meals	
Task 1. Survey Control.																	
a) Establish Horizontal Control.	24			2	6	2											
b) Establish Vertical Control.	24				6	2											
Task 2. Preliminary ROW Survey.																	
a) Record Search.					4	16											
b) Prepare Working Sketch R.O.W.					12	4					40						
c) Right-of-Way Recon Survey.	16			2	2	4											
d) Download/Check.					12												
e) Right-of-Way Preliminary Calculations.					12	4											
f) Prepare R.O.W. Exhibit.					8	4											
Task 3. Topographic Survey.																	
a) Obtain Elevation from 1929 Benchmark.	16																
b) Conduct Topographic Survey.	264			33	66	8					40						
c) Prepare Topographic Plat.					12	2					40						
HOURS SUB-TOTALS	344	0	0	37	140	46	0	0	0	0	120	0	0	0	0	0	
LABOR COST PER HOUR	$110.00	$137.00	$168.50	$150.00	$67.00	$118.00	$142.00	$71.00	$66.00	$32.00	$47.00	$42.00	$0.30	$1.20	$100.00	$25.00	
TOTAL LABOR AND EXPENSE	$37,840.00	$0.00	$0.00	$5,550.00	$9,380.00	$5,428.00	$0.00	$0.00	$0.00	$0.00	$5,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$63,838.00

ATTACHMENTS A & B

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FRANK X. SPENCER & ASSOCIATES, INC.
Consulting Civil Engineers & Land Surveyors
1001 MONTANA AVE.
EL PASO, TEXAS 79902
tel: 915-533-4600
fax: 915-533-4673
E-mail: elpaso@fxsa.com
vhe@fxsa.com

SERVICE: Tree Identification Topographic Survey.
CLIENT: Moreno Cardenas - City of El Paso.
PROJECT: Country Club Drive - Tree Survey.

EXHIBIT B

DESCRIPTION OF SERVICES/EXPENSES

TASK DESCRIPTION	FIELD PERSONNEL				OFFICE PERSONNEL								DIRECT & MMISC. EXPENSES				TOTAL LABOR HOURS & COSTS
	2-Men Crew	3-Men Crew	4-Men Crew	GPS Unit	Survey Tech	R.P.L.S.	Principal	E.I.T.	Abstractor	Clerical	CAD I	CADD II	Photocopies	Blue Prints	Mon. Materials	Meals	
Task 1. Tree Survey																	
a) Conduct Tree Survey.	40				10	4											
b) Prepare TreetSurvey Plat.					2	2					24						
		NOTE: Tree survey to be prepared at the same time topographic survey is being performed.															
HOURS SUB-TOTALS	40	0	0	0	12	6	0	0	0	0	24	0	0	0	0	0	
LABOR COST PER HOUR	$110.00	$137.00	$168.50	$150.00	$67.00	$118.00	$142.00	$71.00	$66.00	$32.00	$47.00	$42.00	$0.30	$1.20	$100.00	$25.00	
TOTAL LABOR AND EXPENSE	$4,400.00	$0.00	$0.00	$0.00	$804.00	$708.00	$0.00	$0.00	$0.00	$0.00	$1,128.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,040.00

ATTACHMENTS A & B

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FRANK X. SPENCER & ASSOCIATES, INC.
Consulting Civil Engineers & Land Surveyors
1001 MONTANA AVE.
EL PASO, TEXAS 79902
tel: 915-533-4600
fax: 915-533-4673
E-mail: elpaso@fxsa.com
vhe@fxsa.com

SERVICE: Boundary Survey in Compliance with EPCWID#1.
CLIENT: Moreno Cardenas - City of El Paso.
PROJECT: 7 EPCWID #1 Crossings.

EXHIBIT C

DESCRIPTION OF SERVICES/EXPENSES

TASK DESCRIPTION	FIELD PERSONNEL				OFFICE PERSONNEL								DIRECT & MMISC. EXPENSES				TOTAL LABOR HOURS & COSTS
	2-Man Crew	3-Man Crew	4-Man Crew	GPS Unit	Survey Tech	R.P.L.S.	Principal	E.I.T.	Abstractor	Clerical	CAD I	CADD II	Photocopies	Blue Prints	Mon. Materials	Meals	
Task 1. Survey Control																	
a) Establish Horizontal Control	8			1	2	4											
b) Establish Vertical Control.	8				2	4											
Task 2. Right-of-Way Survey																	
a) Record Search EPCWID # 1.					8	16											
b) Prepare Working Sketch.																	
c) Right-of-way Recon Survey.	16			2													
d) Download/Check.					4												
e) Calculations EPCWID # 1 Standards.						12											
f) Prepare/Check/Seal Plat.						8											
g) Prepare Metes & Bounds Descriptions.					12	8				8							
h) Monument Corners.	16			2	4	8											
HOURS SUB-TOTALS	48	0	0	5	32	60	0	0	0	8	0	0	0	0	0	0	
LABOR COST PER HOUR	$110.00	$137.00	$168.50	$150.00	$67.00	$118.00	$142.00	$71.00	$66.00	$32.00	$47.00	$42.00	$0.30	$1.20	$100.00	$25.00	
TOTAL LABOR AND EXPENSE	$5,280.00	$0.00	$0.00	$750.00	$2,144.00	$7,080.00	$0.00	$0.00	$0.00	$256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,510.00

ATTACHMENTS A & B

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psi Information To Build On
Engineering • Consulting • Testing

Revised July 22, 2010
July 19, 2010

Mr. Mark Medina, P.E.
MCi Consulting Engineers
2505 E. Missouri, Ste. 100
El Paso, TX 79903

Re: Proposal for Geotechnical Engineering Investigation
Country Club Road Improvements
El Paso, Texas
PSI Proposal No: 635-25171 (Revision 1)

Dear Mr. Medina:

This proposal was updated based on the request of Mr. Roberto Moreno, P.E. during a meeting on July 20, 2010. Based on the above referenced meeting, we understand that the scope has expanded to include pipe bedding and backfill recommendations for waterline, sanitary sewer and storm sewer utilities for above and below the ground water table and to utilize a former geotechnical engineering report prepared by PSI that is in the vicinity of the proposed project.

This revised scope of work is predicated on written approval from ESSCO International, 2150 Trawood, Ste. B-211, El Paso, Texas to utilize a previous geotechnical report "Geotechnical Engineering Services, Sanitary Sewer Line Replacement, Country Club Road and Love Road, El Paso, Texas" prepared by PSI in 2004. We understand that the Client would secure written approval and provide to PSI. Please be advised that given the passage of time and the possibility of changes or alterations to the site that may have occurred during this timeframe that can not be readily discovered may exist, and that results of current drilling that appear inconsistent with original drilling may require additional scope of services to investigate.

Pursuant to your request, Professional Service Industries, Inc. (PSI) is pleased to submit the following proposal for performance of a geotechnical engineering investigation at the site of the referenced project. A subsurface exploration will be conducted to provide information needed in the design of a cost effective pavement structural section design for the proposed improvements.

Project Description

We understand that the project consists of nearly 11,700 lineal feet of improvements and expansion of Country Club Road between Doniphan Drive and River Run Street in El Paso, Texas. The current alignment consists of approximately 500 lineal feet of bridge over the Rio Grande River that is not included in the scope of work for the improvements.

The improvements would consist of widening the road from a 36 foot to a 42 foot width with approximately 3 feet on each side. We understand that the roadway alignment could meander slightly (8 to 10 feet) between Memory and Doniphan to protect existing vegetation.

The new alignment would be constructed as close to existing elevations as possible. The existing pavement would be removed and replaced with either Portland cement concrete (preferred), asphaltic concrete with crushed stone and geogrid or asphaltic concrete and cement treated subgrade. We understand that the intent for this investigation would be to provide recommendations regarding construction of engineered structural fill (estimated to be less than 5 feet thick) for new roadway embankment and pavement structural section design. The pavement structural section design would be predicated on the 2007 Upper Valley Traffic information submitted to PSI by representatives of MCi Consulting Engineers.

Subsurface Investigation and Engineering

Based on Information from the referenced 2004 report, this geotechnical investigation would consist of advancing one exploratory boring at maximum intervals of 500 lineal feet of roadway alignment starting at Thornton Street and ending several hundred feet east of River Run Road. Two borings would be performed along the roadway alignment extending east of Thornton Street to Doniphan Drive to identify pavement thickness and evaluate consistency with the 2004 geotechnical report. A total of 10 borings would be advanced to a maximum depth of 15 feet below grade or auger refusal, whichever occurs first. The pavement would be penetrated utilizing thin-walled diamond coring to determine existing thickness, where applicable. Split spoon standard penetration tests (SPT) would be performed at the grade or bottom of existing pavement base and 2.5 foot intervals to a depth of 10 feet below grade and 5 feet thereafter. Ground water observations would be performed from the augered boreholes while drilling and immediately following drilling.

The borings would be backfilled utilizing ready mixed flowable fill and capped with a concrete cylinder forced sideways into the borehole to reduce the potential for subsidence. The pavement would be patched with cold patch.

Field reconnaissance was performed in an effort to identify the most positive locations for the exploratory borings and traffic control options to accompany the locations. Overhead utilities, narrow roadway, intersections and underground utilities will dictate the available boring locations.

Traffic control will be required to accomplish the exploratory drilling. We anticipate that traffic could be moved to the opposite lane and the shoulder utilized for oncoming traffic, closure of select turn lanes and closure of medians (no flaggers required) would be used to perform the drilling scope. Traffic control will be subcontracted to a local firm and the subcontractor would prepare and submit to the City for review and approval, necessary traffic control plans and permit forms.

A laboratory soils testing program would be developed to perform moisture content (ASTM D 2216) (20), dry unit weight (ASTM D 2937) (4), percent passing the No. 200 sieve (ASTM D 1140) (20), Atterberg limits determination (ASTM D 4318) (20) and sieve analysis (ASTM D 6913) (20) for each major soil type encountered. The index tests would be utilized to classify the recovered soils in accordance with the Unified Soils Classification System.

Soil strength would be derived utilizing the split spoon SPT blow counts or unconfined compressive strength tests (ASTM D 2166) on selected soils, where applicable. A California Bearing Test (CBR) (ASTM D 1883) would be performed for each major soils type (4 estimated). All tests would be performed in general accordance with the noted ASTM procedures.

An engineering evaluation would be performed in general accordance with the ASSHTO pavement design guide to determine pavement base and pavement thickness. Recommendations for underground utility pipe bedding and backfill would be provided. Results of the geotechnical engineering investigation would be summarized in a written report.

It is proposed that the fee for the performance of the above outlined services be determined on a lump sum basis as shown in the following table.

Table 1: Schedule of Fees

Service	Fee
Geotechnical Engineering Investigation	$9,540.00
Pavement Coring	$800.00
Borehole Plugging	$3,350.00
Traffic Control	$2,000.00
City Cut Permit	$100.00
Lump Sum Fee	**$15,790.00**

It is also proposed that the work be performed pursuant to the PSI General Conditions. This proposal is based on providing three PE sealed and signed copies of each report addressed to the client, by regular mail. If additional copies are required, an additional fee will be charged. If additional work beyond that outlined in this proposal is desired, PSI can provide additional services on a unit price basis in accordance with the unit rates shown on the attached fee schedule. Copies of the PSI Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal. The lump sum cost assumes that boring locations are accessible to truck mounted drilling equipment and the client will provide permission to enter and access about the site.

Our estimate covers the work needed to present our findings and recommendations in a report form. Not included are reviews of pavement drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report. PSI would, however, be pleased to provide any desired additional services on a unit price basis as previously outlined.

Assuming that the site is accessible to our drilling rig, drilling can be completed within 10 working days after receipt of authorization to proceed, weather permitting. Laboratory testing can be completed within two weeks after completion of drilling and the report issued within three weeks after drilling (five weeks total from date of authorization).

PSI will contact Dig Tess for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities.

PSI will proceed with the work on the basis of written authorization; please sign and return one (1) copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet so that PSI may best serve your project. Additionally, upon your request, PSI can provide Construction Materials Testing Services for this project in accordance with this proposal.

Field exploration services such as drilling, cone penetrometer, geophysical testing and

subsurface logging are a vital data gathering element of our services for this project. These require substantial commitment of PSI resources, consumables and other expenses in the beginning of your project, to be able to conduct laboratory testing engineering analysis and report development for your project. Please note, therefore, that we will invoice you partially for the field exploration portion of our work upon its completion, with the balance of our fee invoiced in a manner consistent with terms and conditions described herein. Your acceptance of this proposal acknowledges your approval of this procedure.

PSI also provides an array of complementary environmental and industrial hygiene services to assist our Clients in successfully assessing and developing properties such as the one referenced in this proposal. PSI's environmental consultants apply their experience, local geologic knowledge and thorough understanding of ASTM standards, environmental risk, and regulatory knowledge to conduct due diligence assessments of a wide range of property types and proposed developments.

If requested by you, we would be pleased to provide your team with a proposal for this and other services regularly provided by PSI. Our familiarity with the site from the Geotechnical scope of work will enable our environmental professionals to proceed quickly in preparing a cost effective and pragmatic Phase I ESA.

PSI appreciates the opportunity to offer its services to your project and looks forward to working with you during the design phase. If you have questions concerning this proposal and the services PSI can provide your project, please contact our office at (915) 584-1317.

Respectfully submitted,
Professional Service Industries, Inc.

Ryan Schaner, P.E.
Branch Manager
ryan.schaner@pslusa.com

Shyam Veeramachineni
Senior Vice President
shyamv@psiusa.com

In addition to Geotechnical Engineering, PSI performs a complete range of Environmental Consulting Services and Construction Materials Testing Inspection Services. In addition to those listed above, your project can be provided with the following:

* Environmental Site Assessments
* Wetland Investigations
* Construction Materials Testing
* Asbestos Sampling & Testing
* Roof Testing & Inspections
* Fireproofing Inspection
* Hydrologic/Hydraulic Engineering
* Indoor Air Quality Studies
* Lead Based Paint Testing
* Floor Flatness Testing

PROPOSAL ACCEPTANCE:

AGREED TO THIS _____ DAY OF _____, 2010

SIGNATURE: _____

TYPED/PRINTED NAME: _____

TITLE: _____

FIRM: _____

PROJECT DATA SHEET

1. Project Name: _____

2. Project Location: _____

3. Your Job No.: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Site Contact: _____ Fax No.: _____

6. Number and Distribution of Reports:

( ) Copies To: _____ ( ) Copies To: _____

Attn: _____ Attn: _____

( ) Copies To: _____ ( ) Copies To: _____

Attn: _____ Attn: _____

7. Invoicing Address: _____

_____

_____

Attn: _____

8. Other Pertinent Information or Previous Subsurface Information Available:

_____

_____

GENERAL SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS TESTING/GEOTECHNICAL/ENVIRONMENTAL
Effective January 1, 2010

Professional Services

Chief Engineer / Scientist	Per Hour	$ 175.00
Regional / Senior Technical Engineer	Per Hour	$ 165.00
Project Engineer / Scientist / Geologist	Per Hour	$ 107.00
Graduate Engineer/Project manager	Per Hour	$ 96.00
Staff Scientists / Geologist	Per Hour	$ 80.00
Project Engineer/Manager Review of Reports	Per Report	$ 23.00
Drafting	Per Hour	$ 58.00
Clerical	Per Hour	$ 43.00

Consruction Materials Testing - Labortory Testing Service

Concrete

Concrete Compression Testing including hold cylinder, each	Per Each	$ 16.00
Flexural Strength of Concrete Test (Beams), each	Per Each	$ 43.00
Mix Design Review, each	Per Each	$ 90.00
Masonry Cubes (ASTM) C270, per set of 3	Per Set	$ 80.00
Masonry Grout Specimens (ASTM) C1019 set	Per Each	$ 80.00

Soils

Atterberg Limits:		
Soils, per each	Per Each	$ 59.00
Soils with additive, per each	Per Each	$ 64.00
Grain Size Analysis - Mechanical & hydrometer, per each	Per Each	$ 160.00
Sieve Analysis, per each	Per Each	$ 64.00
Material Finer than #200 Sieve, per each	Per Each	$ 43.00
Moisture Content Determination, per each	Per Each	$ 7.50
Specific Gravity, per each	Per Each	$ 57.00
Density and Moisture Content, per each	Per Each	$ 34.00
Unconfined Compressive Strength:		
Soil,per each	Per Each	$ 38.00
Rock per each	Per Each	$ 43.00
Moisture Density Relationship (Proctor Curve)		
ASTM D 698 (Standard), per each	Per Each	$ 193.00
ASTM D 1557(Modified),per each	Per Each	$ 209.00
Sample Preperation, per hour	Per Hour	$ 32.00
Triaxial Test		
Unconsolidated - Undrained, per specimen	Per Specimen	$ 112.00
Unconsolidated - Undrained, Multiple Stage	Per Stage	$ 455.00
Consolidated - Undrained with Pore Pressure Measurement, per specimen	Per Specimen	$ 840.00
Consolidate - Undrained with Pore Pressure Measurement, Multiple Stage	Per Stage	$ 1,085.00
Consolidated Test, per each	Per Each	$ 390.00
Consolidated - Drained Direct Shear, per point	Per Point	$ 160.00
Percent Swell,per each	Per Each	$ 160.00
California Bearing Ratio, per each	Per Each	$ 390.00
THD Triaxial, per each	Per Each	$ 1,450.00
Permeability Test		
Falling Head, per each	Per Each	$ 145.00
Triaxial, per each	Per Each	$ 455.00
pH Lime Series (ASTM C977), per sample	per Sample	$ 187.00
Electrical Resistivity, THD Method, per each	Per Each	$ 123.00

Asphalt

Molding Specimens, (3 specimens), per set	Per Set	$ 160.00
Density (3 specimens), per set	Per Set	$ 96.00
HVEEM Stability (3 specimens), per set	Per Set	$ 160.00
Extraction & Gradation, each	Per Each	$ 198.00
Theoretical Specific Gravity, each	Per Each	$ 75.00

Construction Material Testing - Field testing Services

Engineering tecnician: to per form field inspection of concrete, field density tests and sample pick-up per hour	Per Hour	$ 46.00
Trip Charge	Per trip	$ 41.00
Senior Engeenering tecnician to monitor drilled pier operations, verify reinforcing steel placement and size, proof rolling inspection, ect., per hour	Per Hour	$ 54.00
Certified Welding Inspector, per hour	Per Hour	$ 128.00
Fireproofing/Roofing Inspector, per hour	Per Hour	$ 75.00
Concrete/Asphalt Coring, per hour (2-man crew)	Per Hour	$ 107.00
Field Gradations Equipment, per test	Per Test	$ 13.00
Depth Checks, each	Per Each	$ 13.00
Concrete Flatness, per square foot (minimum $800.00)	Per Foot	$ 0.55

GENERAL SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS TESTING/GEOTECHNICAL/ENVIRONMENTAL

Geotechnical - Field Services*		
Mobilization of Truck Mounted Drill unit Round Trip, per mile (minimum $250.00)	Per Mile	$ 4.80
Support Services Including Such Items as Rental Equipment		
Expendable Supplies, Contract Personnel, and Permits	Per Each	Cost + 25%
Per Diem, Per Man, Per Day	Per Day	$ 107.00
Soil Sampling Using Shelby Tubes and Split-Barrel Samplers		
Intermittent Sampling at 5 Foot Intervals		
0-50 Foot Depth, Per Foot	Per Foot	$ 16.00
50-100 Foot Depth, Per Foot	Per Foot	$ 25.00
Continuous Sampling		
0-10 Foot Depth, Per Foot	Per Foot	$ 25.00
10-50 Foot Depth, Per Foot	Per Foot	$ 31.00
0-50 Foot Depth, Carbide Bit, Per Foot	Per Foot	$ 18.00
50-100 Foot Depth, Carbide Bit, Per Foot	Per Foot	$ 25.00
Wash Drilling or Augering without Sampling, Per Foot	Per Foot	$ 18.00
Rock Coring with NX Size Core Barrel		
0-50 Foot Depth, Carbide Bit, Per Foot	Per Foot	$ 55.00
50-100 Foot Depth, Carbide Bit, Per Foot	Per Foot	$ 62.00
Diamond Bits, If Required	Per Each	Cost + 25%
CME 5 Foot Continuous Sampler 0-50 Foot Depth, Per Run	Per Run	$ 107.00
Stand-by or Access Time, Per Hour	Per Hour	$ 133.00
Drilling with Auger Rig, Per Hour (Minimum 4 Hours)	Per Hour	$ 240.00
Analytical Laboratory Services		
BTEX, EPA Method SW8020 or 602, per test	Per Test	$ 115.00
TPH, TX1005, per test	Per Test	$ 70.00
Volatile Organics, EPA Method 8260, per test	Per Test	$ 300.00
PCB Scan, SW8080 or EPA 608 Method, per test	Per Test	$ 214.00
Secondary Dinking Water Standards, Various Methods	Per Test	$ 1,086.00
TCLP Metals (8), Various Methods, per test	Per Test	$ 262.00
PLM Bulk Sample Analysis, per test	Per Test	$ 310.00
Lead Bulk Sample Analysis, per test	Per Test	$ 27.00
Shipping and Other Subcontract Services, per test	Per Test	$ 18.00
* Prices quoted above are for normal turn around time (10 working days)	Per Test	Cost +25%
If rush turn around time of three (3) to five (5) days is required, a 50% to 100% surcharge is added		
Equipment		
Photoionization Detector, per day	Per Day	$ 155.00
Water Level Indicator, per day	Per Day	$ 38.00
Combustible Gas and Oxygen Meter, per day	Per Day	$ 58.00
Nuclear Density Test Equipment, per test	Per Test	$ 19.00
Temperature Conductivity Meter and pH Meter, per day	Per Day	$ 80.00
Vehicle (Minimum $25.00/trip)	Per Mile	$ 1.15
Computer Services, per hour	Per Hour	$ 180.00
Generator, per day	Per Day	$ 85.00
Steam Cleaner	Per Day	$ 150.00
DOT Drums	Per Each	$ 43.00
R-Meter	Per Day	$ 32.00
Core Machine	Per Day	$ 90.00
Core Bit Charge (Asphalt)	Per Inch/Core	$ 1.15
Subcontractor Services, Special Equipment	Per Each	Cost +25%
Commercial Transportation	Per Trip	Cost +25%
Photographic Services/Printing	Per Each	Cost +25%

Hourly work is portal to portal with a minimum of two hours per call out. Charges for services performed outside of 8:00AM to 5:00PM, over 8 hours per day and on Saturdays will be billed at 1.5 times the listed rates.

Services performed on Sundays and holidays will be performed at 2.0 times the listed rates. Scheduling of services require 24 hour notice. Expedited services will be billed 1.5 times the listed rate.

Project Manager/Engineer to schedule personnel, supervise personnel and evaluate and review reports will be invoiced at $78.00 per hour for a minimum of 0.2 hours per report issued.

Above unit rates include up to three copies of each report distributed and mailed in accordance with your instructions, additional copies will be billed at $1.00 per report.

The items listed above are those tests most frequently requested. Services and fees not listed will be quoted on request.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "**COUNTRY CLUB ROAD EXPANSION IMPROVEMENTS,**" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.

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

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

   a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

   b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

   c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory 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:

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 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 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

PHASE III - FINAL DESIGN PHASE

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

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver

copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

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

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

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and

the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

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

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

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

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 **"COUNTRY CLUB ROAD EXPANSION IMPROVEMENTS"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **NINE HUNDRED THOUSAND AND 00/100 DOLLARS ($900,000.00)** 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

Report Phase	**$N/A**	
Preliminary Design Phase	**$577,500.00**	
Pre-Final Design Phase	**$165,000.00**	
Final Design Phase	**$82,500.00**	
Bidding Phase	**Time and Materials**	**Proposal Estimated Amount $10,000.00**
Construction Phase	**Time and Materials**	**Proposal Estimated Amount $65,000.00**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in Attachment B. The time shown in Attachment B is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **five copies** of the Preliminary Study and Report shall be submitted within N/A **consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **fifteen copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten copies** the required documents and services shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **30 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And**, thirty copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **3 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

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

PHASE V - CONSTRUCTION PHASE

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

ATTACHMENT E

MOREN-1001 GAMA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2010

PRODUCER (915) 544-3111
Wells Fargo Insurance Services USA, Inc.
2505 East Missouri
El Paso, TX 79903

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Moreno Cardenas, Inc.
2505 E. Missouri, Ste. 100
El Paso, TX 79903-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Lloyds	38253
INSURER B: Texas Mutual Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL-GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC	65SBAGB8395SC	11/19/2009	11/19/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	65SBAGB8395SC	11/19/2009	11/19/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	65SBAGB8395SC	11/19/2009	11/19/2010	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP0001185302	11/19/2009	11/19/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

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

See attached page.

CERTIFICATE HOLDER

City of El Paso
ATTN: Irene Ramirez, P.E.
Assistant City Engineer
2 Civic Center Plaza, 4th Floor
El Paso, TX 79901-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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

ATTACHMENT E

DESCRIPTION OF OPERATIONS -

Moreno Cardenas, Inc. 2505 E. Missouri, Ste. 100 El Paso, TX 79903-	City of El Paso ATTN: Irene Ramirez, P.E. Assistant City Engineer 2 Civic Center Plaza, 4th Floor El Paso, TX 79901-

RE: Country Club Road Expansion Improvements.

Certificate holder is listed as Additional Insured on the General Liability and Non-Owned & Hired Auto as their interest may appear. Waiver of Subrogation is applicable to the Workers Compensation.

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 (10 days notice applies for non-payment of premium), of intent to cancel or change said insurance has been provided to the City of El Paso.

Client#: 170279 ATTACHMENT E MORENCAR3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2010

PRODUCER
USI Southwest
7600 B N. Cap of TX Hwy. #200
Austin, Texas 78731
512-451-7555

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Moreno Cardenas, Inc.
2505 E. Missouri, Suite 100
El Paso, TX 79903

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE	$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
						PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability Claims Made Pol.	DPR9681951	12/17/09	12/17/10	$1,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
*Except in the event of non payment of premium.
Re: Country Club Road Expansion Improvements
Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

CERTIFICATE HOLDER

City of El Paso
Attn: Irene Ramirez, PE
2 Civic Center Plaza, 4th Floor
El Paso, TX 79901

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE
James E. [signature]

© ACORD CORPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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