

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

DEPARTMENT: Engineering

AGENDA DATE: December 2, 2008

CONTACT PERSON/PHONE: R. Alan Shubert, P.E., City Engineer 541-4423

DISTRICT(S) AFFECTED: District 1 & 8

SUBJECT:

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the **CITY OF EL PASO** and **CEA GROUP, INC.**, for a project known as "**OREGON STREET REHABILITATION**" for an amount not to exceed **THREE HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED FORTY AND 39/100 DOLLARS (\$378,240.39)**, and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed **FOUR HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED FORTY AND 39/100 DOLLARS (\$428,240.39)**.

BACKGROUND / DISCUSSION:

The Engineering Department completed the Architect/Engineer Selection Process and selected CEA Group, Inc. to design construction plans to rehabilitate Oregon Street from the southern boundary of the New York Arroyo to Wyoming Avenue, excluding Texas Department of Transportation right-of-way. The scope of construction includes removal of all existing roadway improvements and reconstruction of the parkway, roadway, drainage, street lighting, parkway landscaping, and enhanced shelters at the SMART Bus boarding locations.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

On April 8, 2008 City Council passed a resolution approving a Local Project Advance Funding Agreement between the City of El Paso and the State of Texas, acting through the Texas Department of Transportation to rehabilitate and upgrade Oregon Street.

AMOUNT AND SOURCE OF FUNDING:

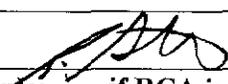
\$40,093.48 City Match 2006 Certificates of Obligation (Project Number PCP06ST022B/Department Number 99331117/Fund Number 27263/Account Number 508016) and \$338,146.91 Texas Department of Transportation (Project Number PCP06ST022B/Department Number 31255002/Fund Number 05791/ Account Number 508016)

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
(Example:  if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the **CITY OF EL PASO** and **CEA GROUP, INC.**, for a project known as "**OREGON STREET REHABILITATION**" for an amount not to exceed THREE HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED FORTY AND 39/100 DOLLARS (\$378,240.39), and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed FOUR HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED FORTY AND 39/100 DOLLARS (\$428,240.39).

ADOPTED THIS _____ DAY OF _____ 2008.

APPROVED AS TO CONTENT:

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT



Mark Shoemith
Assistant City Attorney



R. Alan Shubert, P.E.
City Engineer

Summary

Project Name: Oregon Street Rehabilitation

District: 1 & 8

Scope of work

The consultant shall prepare construction documents for street and drainage improvements on Oregon Street from Glory Road to the **Downtown Transfer HUB**. Demolition consists of, but not limited to, removing existing sidewalk, driveways, ramps, concrete bus pads, curb and gutter, header curb, and existing pavement structures. Drainage improvements consist of the management of surface flow. The design shall take into account drainage runoff from intersecting streets. Parkway improvements consists of ADA compliant sidewalks and driveways stem walls, standard curb and gutter, fence improvements, and ADA ramp improvements. Illumination improvements consists of new dark sky compliant street lights. Roadway improvements consist of a new roadway pavement structure that shall consist of Hot Mix Asphaltic Concrete (HMAC), with base course and compacted or cement stabilized subgrade. The consultant shall design a reinforced concrete pavement structure as an alternate base bid or alternate.

Traffic improvements consist of new traffic signs, signal modifications, a new traffic signal, restriping of Oregon to a 2-way road, and striping for regular traffic and the SMART Bus Route Traffic signal improvements/modifications must also be made to accommodate the new SMART Bus Route by interconnecting signals and installing a preemption system for the route. The design also includes the enhancement of the parkway areas, 4 boarding locations with shelters for a big amount of passengers, solar lighting, benches and receptacles, to be unique and enhanced. All design should meet engineering standards and all applicable local codes and requirements.

Department Requesting Service: Streets/Sunmetro

Procurement Type: Architect/Engineer Selection Process (Qualification based)

Request for Qualification Notification Date: July 29, 2008

Firms that were notified: All pre-qualified Civil Engineering

Request for Qualification Due Date: August 13, 2008

Architect/Engineer firms that submitted RFQ packages:

Moreno Cardenas, Inc.	Matrix Design Group
Parkhill, Smith and Cooper, Inc.	CSA Consulting Engineers
Civil Associates	Lockwood/Andrews
Frank X. Spencer & Assoc., Inc.	GDC Services
AIA Engineering, Ltd.	Huitt-Zollars, Inc.
Brock and Bustillos, Inc.	Villaverde, Inc.
CEA Engineering Group	

Architect Engineer Selection Committee Members

Shortlist:

Mike Herrera, Sunmetro
Javier Reyes, P.E., Engineering Division Manager
Gilbert Guerrero, Engineering Department
Sergio Reyes, Engineering Department
Victoria Ruiz, Engineering Department

Final Selection:

Alan Shubert, P.E., City Engineer
Tim Omick, Sunmetro
Irene Ramirez, P.E., Assistant City Engineer
Ted Marquez, P.E., Assistant City Engineer
Samuel Rodriguez, P.E., Engineering Division Manager

Date Final ranking was submitted: September 24, 2008

Final Ranking of Firms

Firm	Rank	Outcome
CEA Engineering Group	1	Finalist - Selected
AIA Engineering, Ltd.	2	Finalist – Not Selected
Moreno Cardenas, Inc.	3	Finalist - Not selected
Huitt Zollars, Inc.	4	Finalist - Not selected
Civil Associates	5	Not Selected
CSA Consulting Engineers	6	Not Selected
Frank X. Spencer & Assoc., Inc	7	Not Selected
Lockwood/Adrews	8	Not Selected
Brock and Bustillos, Inc.	9	Not Selected
Villaverde, Inc.	10	Not Selected
Parkhill, Smith and Cooper	11	Not Selected
Matrix Design Group	11	Not Selected
GDC Services	13	Not Selected

Date firms were notified in writing of final selection: September 25, 2008

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES
(Agreements over \$100,000.00)

This Agreement is made this _____ day of _____, 2008 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and CEA GROUP, 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 " (OREGON STREET REHABILITATION)," hereinafter referred to as the "Project", as further described in Attachment "A"; and

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

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

ARTICLE I.
ATTACHMENTS

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

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

ARTICLE II.
PROJECT

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

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

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

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

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

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed ~~THREE HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED FORTY AND 39/100 DOLLARS (\$378,240.39)~~ for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

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

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates **THREE HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED FORTY AND 39/100 DOLLARS (\$378,240.39)** 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:** The term of this Agreement shall be for a period not to exceed **N/A consecutive calendar days**, except as specifically noted herein.

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

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

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

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

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

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

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

- b) **AUTOMOBILE LIABILITY**
 - Combined Single Limit**

\$1,000,000.00 per accident

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

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

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

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

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

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

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and

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

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT.

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

CITY CLERK DEPT.

08 NOV 24 AM 10:49

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:

CEA Group

By: 

Ruben Chavez
Vice President

APPROVED AS TO FORM:



Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

(Acknowledgements on following page)

CITY CLERK DEPT.

08 NOV 24 AM 10:49

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2008,
by **Joyce A. Wilson**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF EI PASO §

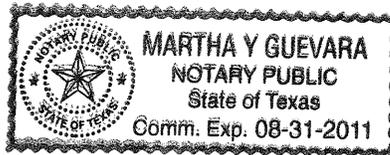
This instrument was acknowledged before me on this 24th day of November, 2008,
by **Ruben Chavez, P.E.**, as **Vice President** of **CEA Group**.

Martha Y. Guevara

Notary Public, State of Texas

My commission expires:

08-31-11





Castner Center @ Transmountain
4712 Woodrow Bean, Ste. F
El Paso, TX 79924
Office: 915.544.5232
Fax: 915.544.5233
web: www.ceagroup.net

November 19, 2008

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

Attention: Mr. Sam Rodriguez, P.E.
Program Manager

Reference: Oregon Street Rehabilitation
Design Team

Dear Mr. Rodriguez:

The CEA Group design team will be comprised of the following individuals:

Project Manger: Ruben Chávez, P.E.
Project Engineer: Frank Corral, P.E.
Design Engineers: Chris Sheehan, E.I.T.
Melissa Evans, , E.I.T.
CADD: Luvina Jurado
Michael Castaneda
Carlos Rodriguez
Administration: Kenya Barraza
Michelle Siqueiros

If you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,
CEA Group

A handwritten signature in black ink, appearing to read 'RChavez', is written over the typed name.

Ruben Chávez, P.E.
Vice President

Enclosures: 2008 Rate Attachment



ATTACHMENT A

HOURLY BILLING RATES AND REIMBURSABLE COSTS

Effective Date: January, 2008

Classification

1.	Principal Engineer	\$158.00
2.	Engineer VI	\$138.00
3.	Engineer V	\$115.00
4.	Engineer IV	\$93.00
5.	Engineer III	\$75.00
6.	Engineer I/II	\$65.00
7.	Resident Project Representative	\$85.00
8.	Designer	\$72.00
9.	Drafting Technician III	\$60.00
10.	Drafting Technician II	\$46.00
11.	Drafting Technician I	\$36.00
12.	Administrative Manager	\$85.00
13.	Administrative Assistant	\$66.00
14.	Clerical	\$37.00

Reimbursable Costs

1.	Mileage:	\$0.485/mile
2.	Sub-Consultants:	Cost x 1.05
3.	Printing/Copying/Plotting:	Cost x 1.15
4.	Other Costs (Shipping, Long Distance Telephone, etc.):	Cost x 1.15



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November 19, 2008

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

Attention: Mr. Sam Rodriguez, P.E.
 Program Manager

Reference: Fee Proposal for Professional Services - Revised
 Oregon Street Rehabilitation

Dear Mr. Rodriguez:

We are pleased to submit our revised fee proposal for professional services related to the above referenced project. The enclosed Scope of Work and fees are based on the direction and comments provided by you at our negotiation meeting. The Public Arts component will be provided by the City of El Paso.

We propose to subcontract with the following subconsultants:

- Brock & Bustillos Inc., for surveying services;
- RBM Engineering, Inc., for electrical engineering services;
- CQC Testing & Engineering, for soils/pavement analysis and recommendations; and,
- Landscape Architectural Services for landscape design.

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

Oregon Street Rehabilitation

LABOR:		\$ 205,065.00
CONSULTANTS:		\$ 109,373.00
DIRECT EXPENSES:		\$ 6,532.00
PROFIT:		\$ 3,934.39
TOTAL FEE:		\$324,904.39

The Construction estimate for Time and Materials is as follows:

CEA Group:		\$ 40,328.00
Sub-Consultants		\$ 13,008.00



Mr. Sam Rodriguez, P.E.
 City of El Paso – Engineering Department
 Oregon Street Rehabilitation
 Page 2

We anticipate starting our services immediately after receiving Notice to Proceed. The proposed schedule for these services will be as follows:

Phase	Time Frame
Preliminary Design	40 Working Days
Final Design	35 Working Days

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

Submittals will be made in accordance with the standard contract requirements. This includes all required sets at time intervals described above. The plans will be submitted to Engineering Department – Land Development Division after the comments from the Pre-Final Design are received and addressed, but prior to your issuance of the Notice to Proceed for the Final Design Phase. We will coordinate this with your staff to ensure adequate timing.

We are requesting from the City of El Paso for payments to the Consultant to occur in a monthly basis. The compensation for each phase shall be made monthly so that the compensation at the approved completion of each phase shall bring the fee up to the amounts indicated on the breakdown included with the fee.

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

Sincerely,
 CEA Group

A handwritten signature in black ink, appearing to read 'R. Chávez'.

Ruben Chávez, P.E.
 Vice President

M:\2008 Proposals\CEP - Oregon Street\Scope & Fee\LP-Oregon.sr.17Nov08.doc
 RC/ms

Enclosures:

- Scope of Services
- Project Budget Worksheet
- Certificate of Insurance
- Project Team
- Rate Attachment

GENERAL

SCOPE OF SERVICES

The City of El Paso (City) will be reconstructing Oregon Street from the southern boundary of the New York Arroyo to Wyoming Avenue, excluding Texas Department of Transportation right-of-way. The project will consist of preparing construction documents for the complete reconstruction, to include complete removal of all existing roadway improvements and reconstruction of the parkway, roadway, drainage, street lighting, parkway landscaping, and enhanced shelters at the SMART Bus boarding locations. Improvements will consist of the roadway section, from right-of-way to right-of-way. A reinforced concrete pavement section will be used as an alternate.

The City shall provide all design and information regarding the Traffic Construction Documents that will be incorporated into the project. This will include all of the preemption devices at signalized intersections.

Utility relocation coordination will be limited to coordinating with the appropriate facility owners. Utility companies will be responsible for relocating their own lines. El Paso Water Utilities will prepare the water and sewer design for inclusion with the project.

The traffic control will consist of a phasing plan and general guidelines to be used by the Contractor, who will be responsible for developing the Traffic Control Plans. The guidelines will be prepared using the latest Manual of Uniform Traffic Control Devices.

EXHIBIT A

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

Task A010: Project Management

1. Provide all existing information, including but not limited to, project limits, existing improvement plans, concept plans, master drainage plans, drainage information, plats, boundary information, existing signal layouts, monument location, Sun Metro Plans and any other pertinent information the City may have.
2. Review submittals for timely continuation of project. Provide Notice to Proceed for each phase. Approve milestone dates for conformance to City schedule.
3. Distribute submittals to appropriate City and Sun Metro personnel for comment and review. Provide Consultant with all comments, and clarify conflicting comments. All conflicting comments shall be clarified prior to issuance of Notice to Proceed.

Task A020: Public Involvement

1. Attend any meeting involving the public. The City will provide/distribute invitations to the appropriate City and Sun Metro personnel required to attend meetings.
2. City will provide the meeting facilities and moderate the meeting. The Consultant will be present to answer any technical questions.
3. Consultant will provide City with any material for distribution. City will mail out/disseminate all materials.
4. City will provide right-of-entry agreements.

Task A030: Environmental & Archeological Studies

1. The City will employ an independent consultant to perform environmental and archeological studies, as necessary, including, but not limited to asbestos, lead, mold, or other environmental and archeological studies.

Task A040: Field Surveys and Right-Of-Way Maps

1. Provide all existing data including boundary information, project limits, and monument information.
2. Provide the necessary right of entry documents.
3. The City will conduct the basement research and provide to the Consultant. No design services for the basements are included in this Scope of Work.

Task A050: Utility Coordination

1. The El Paso Water Utilities will provide the design of water and sewer lines, as necessary, for inclusion into our plans.

Task A060: Design Studies (Guidelines)

1. Review submittals and compile comments. Ensure all comments are received from all appropriate reviewers during design.

Task A070: Coordination for SMART Bus

1. Provide the location for the SMART bus. The bus stop requirements shall consist of lighted shelters, with trash receptacles. Pull boxes for future fiber will be included, and the platforms will not be raised.

Task A080: Roadway Design

1. Review and approve design requirements and design criteria.
2. Provide all pertinent standard details in cadd format.

Task A090: Drainage Evaluation & Design

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

Task A100: Signage, Striping and Traffic Signalization

1. Provide new signing and striping design to be incorporated into the Construction Documents.
2. Provide design for all traffic and interconnect components to be incorporated into the Construction Documents.
3. Provide sign replacement and protection information to be incorporated into the Construction Documents.
4. Provide the new location for all parking meter adjustments to be incorporated into the Construction Documents.
5. Provide ADA review for intersection layouts.

Task A110: Traffic Control Guidelines and Construction Sequencing

1. Compile comments and clarify direction and comments.
2. Meet with major traffic generators to be included in traffic control review meeting.

Task A120: Electrical and Illumination Review & Design

1. Provide illumination requirements and review plans.

Task A130: Parkway Aesthetics

1. Review and approve design requirements and design criteria.
2. Appoint an Artist to the design team which will assist in developing concepts related to the Public Art component of this project to be included into the plans.

Task A140: Technical Specifications

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

Task A150: Opinions of Probable Construction Cost

1. Review and approve opinions of probable construction costs.
2. Review plans for adherence to project budget and determine priority items.

Task A160: Contract Document Deliverables

1. As directed and in conformance with the number of sets specified in Section B160. City will provide consultant with Purchase Order for all reproduction of plans and specifications, including check sets, plans to utility companies, agency review sets, and sets for bidding.

Task A170: Construction Administration Services

1. Provide consultant with proper information for bid evaluation.
2. City shall be responsible for contacting the Consultant as needed. These services will be based on Time and Material, based on the budgets included. Time above the budget amounts shall be additional services.

EXHIBIT B

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

Task B010: Project Management

1. Coordinate all activities with the City – Engineering Department and with other local, state and federal agencies as necessary.
2. Administer all phases of the project including preparation of invoices, contract/sub-contract administration, monthly progress reports and weekly progress meetings with the design team.
3. Meet with City on a scheduled basis to review project progress.
4. Assign experienced staff members the responsibility of developing the procedures to be implemented during the project, preparing the work to assure compliance with City policies and procedures as well as assuring that work is accomplished correctly and on time.

Task B020: Public Involvement

1. Up to three (3) meetings, as described below, will be coordinated with residents, neighborhood associations, property owners, businesses, educational institutions, and medical facilities to discuss improvements and how improvements will affect adjacent property owners. City will facilitate meeting.
2. The public involvement process will be divided into two phases as follows:

PHASE I – Preliminary Design

- Identify businesses impacted, property ownerships & addresses.
- Identify residents impacted, property ownerships & addresses.
- Written correspondence will be prepared to explain improvements. City will perform mail out/dissemination of material.
- Coordinate and attend one meeting with key stakeholders.
- Coordinate and attend a formal community meeting during the preliminary design phase.
- Maintain contact list and minutes of meetings.

PHASE II – Final Design & Bidding

- Coordinate and attend a formal community meeting during the final design phase.
- Maintain contact list and minutes.
- Document key issues identified by residents, businesses, and property owners.
- Prepare final report.

3. All public meetings will be conducted by the City, with the Consultant team present to answer technical questions.

Task B030: Environmental & Archeological Studies

1. Coordinate design effort with City's environmental and archeological consultants, as necessary.

Task B040: Field Surveys and Right-Of-Way Maps

1. Locate all existing city monuments within the project limits.
2. Establish a horizontal and vertical control network for right-of-way alignment and future construction layout based on found city monuments.
3. Perform a topographic and improvement survey of Oregon Street right-of-way from the intersection of New York Channel to the intersection of Wyoming Avenue, including up to 25 feet into private property where necessary.
4. Perform a topographic and improvement survey of the right-of-way of each intersections side street, encountered along in both sides of Oregon Street, from the New York Arroyo to Wyoming Ave. The survey of each side street will extend a distance of 150 feet from the centerline of Oregon Street.
5. Perform utility investigation which includes existing as-built records and visible surface features.
6. Prepare an electronic right-of-way base map of Oregon Street from the intersection of New York Arroyo to Wyoming Ave. The base map will be based on State Plane Coordinates for the State of Texas, Central Zone, referenced to N.A.D. 83 Datum, scaled to surface.
7. Analyze survey control for proper right-of-way alignment of Oregon Street.
8. Prepare a topographic survey map of Oregon Street right-of-way. The contour interval for the topography map will be one foot. The topographic map will be based on the City Vertical Datum.

Task B050: Utility Coordination

1. We will conduct a records research and acquisition of available utility records. This information will be placed on the base map and provided to all utility companies.
2. Designate known utilities throughout the right-of-way, as provided by the utility owners.
3. Conduct three (3) utility coordination meetings to review record drawings and proposed improvements with utility owners.
4. Provide base map information to all utility companies.
5. Obtain clearance letters and provide copies of documentation to the City.

Task B060: Design Studies (Guidelines)

1. Route Location Studies:
 - a. Gather, review and assimilate previous data for the project from City.

- b. Review field conditions.
 - c. Investigate and identify major utilities and/or other entities to be impacted by construction of proposed roadway improvements.
2. Develop Roadway Design Criteria:
- a. Develop general guidelines for geometric design-horizontal and vertical alignments.
 - b. Establish design frequency and criteria for hydrologic/hydraulic analysis.
 - c. Develop typical roadway sections for HMA and Concrete pavement.
 - d. All design criteria will be in conformance with AASHTO Standards and City Ordinances.
3. Geotechnical investigation:
- a. The geotechnical engineering study will encompass field exploration, laboratory testing and development of pavement recommendations for flexible and rigid pavement structures.
 - b. We will conduct nine (9) soil exploration borings within the project limits at intervals of approximately 400 linear feet. Five borings will be advanced to a minimum depth of 8 feet below planned grade and four to maximum depth of 15 feet.
 - c. Laboratory testing of soil samples will consist of moisture content, particle size distribution, and Atterberg Limits, to determine index properties of the subsurface soils.
 - d. Up to five (5) California Bearing Ratio (CBR) tests on bulk samples obtained from selected borings will be conducted.
 - e. A comprehensive report will be prepared documenting the results of our field exploration, laboratory testing, and engineering evaluation. We will develop recommendations for HMA and Concrete structures. Average Daily Traffic and anticipated truck traffic information will be required from the City for accurate design of the pavement and concrete intersections.

Task B070: Coordination for SMART Bus

1. Meet with and coordinate with the City and Sun Metro for the plan to address the potential location and travel way for the SMART Bus.
2. Consultant will address location and space requirements for new SMART Shelter during the preliminary study phase for the City's review and approval.
3. Conduct a design concept conference with City and Sun Metro representatives. Develop up to three (3) alternatives for the bus boarding stations.
4. Consultant will prepare construction documents for new unique bus boarding stations. Design will take into account right-of-way limitations for future expansion and will include:
 - Lighting
 - Trash Receptacles
 - Shelter
 - Standard Curb Height Platform (Not Raised)
 - Pull Box for Future Fiber

Task B080: Roadway Design

1. Prepare preliminary schematic design indicating roadway geometric features, intersection layouts, signage and lighting, right-of-way limits, roadway sections, direction of traffic flow, and geometrics of speed change. Preparation of trip generations are excluded from this scope of work.
2. Compute horizontal and vertical alignment for the proposed roadways.
3. Perform all geometric design in accordance with AASHTO Standards, as approved by the City.
4. Prepare roadway section and design cross sections at 50-ft. intervals, or as necessary.
5. Prepare roadway drawings including:
 - Demolition Sheets;
 - Horizontal Control Layout Sheets;
 - Roadway plan/profile sheets;
 - Intersection plan sheets;
 - Cross Sections; and,
 - Connecting road plan sheets.
6. Prepare roadway details including:
 - Concrete pavement details/standards;
 - HMAC pavement details/standards;
 - Sidewalk/parkway details/standards;
 - Curb details; and,
 - Driveway/alley details/typical sections/standards.

Task B090: Drainage Evaluation & Design

1. Perform a localized and minor hydrologic/hydraulic study for the project area in order to determine drainage areas and runoff rates.
2. The plans will show the methodologies, assumptions, and hydraulic computations for existing drainage improvements. Existing Drainage patterns will be maintained.
3. Identify and develop drainage areas in the form of a drainage plan.
4. Prepare plans (drawings) in AutoCAD format that include:
 - Drainage plan sheets;
 - Drainage details/standards; and,
 - Drainage Computation Sheets.
5. Prepare Storm Water Pollution Prevention Plans (SW3P).

Task B100: Signage, Striping and Traffic Signalization

1. Incorporate City design of all traffic and interconnect components including signage and striping into the Construction Documents.
2. Coordinate with city engineering and traffic departments to identify possible conflicts with roadway design.
3. City will provide all signage, striping and traffic signalization plans for this project.

Task B110: Traffic Control Guidelines and Sequencing

1. Prepare Traffic Control guidelines for the Contractor to follow, based on the Texas Manual of Uniform Traffic Control Devices.
2. Develop guidelines for sequence of construction and method of handling traffic during each phase.
3. Conduct review meeting with City and stakeholders consisting of major traffic generators.
4. Prepare drawings including:
 - Sequence/Narrative of construction;
 - General Note guidelines for Contractor to follow;
 - TCP Typical Details.
5. Develop road phase construction schedule and work hours. The City will address and provide information regarding the use of acceleration techniques, such as extended work hours, incentives, etc.
6. No analysis or improvements are included for street parking. The street parking will remain as existing, or as directed by the City.

Task B120: Electrical and Illumination Review & Design

1. Perform a site visit to determine existing lighting facilities and available electric utilities.
2. Develop a final street illumination layout and a sign lighting electrical circuit layout per City Standards.
3. Traffic Signal Coordination and Provisions.
4. Maxicom Interface for Irrigation Controllers, as required.
5. Non-Metered Distribution Systems for Roadway Lights (480V-10) from IH-10 to Schuster and from Hague to the New York arroyo.
6. Metered Distribution Systems for Miscellaneous Loads (120/240V-10-3W), as needed.
7. Coordination with utility companies.

8. Prepare drawings including:

- Lighting layouts;
- Illumination detail/standards; and,
- Electrical details/standards.

Task B130: Parkway Aesthetics

1. Prepare improvement plans and recommendations along with the preliminary design.
3. Prepare landscape and irrigation design drawings based on the following concepts:
 - All plantings will be watered by an automatic drip system controlled by automatic controllers.
 - Existing landscaping around UTEP and Hospital facilities to remain.
3. Coordination with the City, El Paso Water Utilities and El Paso Electric Company.
4. Incorporate Public Art Component into construction documents.

Task B140: Technical Specifications

1. Provide technical specifications for all aspects of the work, in accordance with City specifications.
2. City Standard Specifications will be used.
3. Prepare general notes and specifications data.

Task B150: Opinions of Probable Construction Cost

1. Develop construction quantity estimates and Opinions of Probable Construction Cost (OPCC) for the project at the preliminary schematic design and each phase of design.
3. The OPCC will be based on City historical unit prices. The unit prices will reflect the date of preparation of the OPCC and the Consultant has no control over external factors that affect the cost of labor and materials.

Task B160: Contract Document Deliverables

1. Preliminary Design Phase:
 - Provide one (1) reproducible copy of the preliminary design documents, and coordinate the reproduction of ten (10) sets with the City's Purchase Order account at El Paso Reprographics.
 - Provide copy of the Engineer's Opinion of Probable Construction Costs.

2. Final Design Phase

- Provide one (1) reproducible copy of the final design documents, and coordinate the reproduction of ten (10) sets with the City's Purchase Order account at El Paso Reprographics.
- Provide copy of the Engineer's Opinion of Probable Construction Costs.
- Provide one (1) reproducible copy of the final check plans, and coordinate the reproduction of three (3) sets with the City's Purchase Order account at El Paso Reprographics.
- Provide one (1) reproducible copy of bidding documents of bidding documents including plans and specifications, and coordinate the reproduction of thirty (30) sets with the City's Purchase Order account at El Paso Reprographics. Any additional sets of the original reproducible copy will be additional services.

Task B170: Construction Administration Services/Bidding Services

1. Will be developed on a time and material basis.

**CEA Group
PROJECT BUDGET SHEET
EXHIBIT C**

PROJECT NAME:	Oregon Street Rehabilitation
JOB NUMBER:	1010-010-MS
DATE:	11/19/2008
FEE TYPE:	LUMP SUM
PREPARED BY:	RC
PROJECT MGR:	RC
TOTAL FEE:	\$ 378,240.39
DESIGN FEE:	\$ 324,904.39
BIDDING & CONSTRUCTION (TIME & MATERIAL	\$ 53,336.00
LABOR:	\$ 205,065.00
CONSULTANTS:	\$ 109,373.00
DIRECT EXPENSES:	\$ 6,532.00
PROFIT:	\$ 3,934.39

TOTAL FEE PER PHASE	
PRELIMINARY	
CEA Group	\$ 109,438.86
Brock & Bustillos	\$ 45,787.00
CQC Testing & Engineering	\$ 16,000.00
RBM	\$ 11,191.00
Landscape Architectural Services	\$ 7,842.50
PRELIMINARY TOTAL	\$ 190,259.36
FINAL	
CEA Group	\$ 106,092.53
Brock & Bustillos	\$ 7,764.00
RBM	\$ 11,446.00
Landscape Architectural Services	\$ 7,842.50
TDLR	\$ 1,500.00
FINAL TOTAL	\$ 134,645.03
BIDDING	
CEA Group	\$ 5,434.00
RBM	\$ 690.00
Landscape Architectural Services	\$ 676.00
TIME AND MATERIAL ESTIMATED TOTAL	\$ 6,800.00
CONSTRUCTION	
CEA Group	\$ 34,894.00
RBM	\$ 8,134.00
Landscape Architectural Services	\$ 3,508.00
TIME AND MATERIAL ESTIMATED TOTAL	\$ 46,536.00

CEA Group
PROJECT BUDGET SHEET
EXHIBIT C

PROJECT NAME: Oregon Street Rehabilitation

DESIGN LABOR	EST. HOURS	HOURLY RATE	COST	TOTAL
QA/QC ENGINEER	60.0	\$ 138.00	\$8,280	
PROJECT MANAGER	345.0	\$ 110.00	\$37,950	
PROJECT ENGINEER	556.0	\$ 93.00	\$51,708	
DESIGN ENGINEER	577.0	\$ 75.00	\$43,275	
CADD	908.0	\$ 60.00	\$54,480	
ADMIN	142.0	\$ 66.00	\$9,372	
				\$205,065.00
CONSTRUCTION LABOR				
PROJECT MANAGER	94.0	\$ 110.00	\$10,340	
PROJECT ENGINEER	176.0	\$ 93.00	\$16,368	
DESIGN ENGINEER	80.0	\$ 75.00	\$6,000	
CADD	72.0	\$ 60.00	\$4,320	
ADMIN	50.0	\$ 66.00	\$3,300	
				\$40,328.00
CONSTRUCTION LABOR - SUBS				
Illumination	RBM		\$8,824.00	
Landscaping	Landscape Architectural Services		\$4,184.00	
				\$13,008.00
OTHER DIRECT COSTS*				
	NUMBER	COST	SUB-TOTAL	
MILEAGE	1200	\$0.59	\$702	
TELEPHONE		\$0.50	\$0	
POSTAGE EA.		\$0.60	\$0	
PRESENTATION MATERIALS	8	\$300.00	\$2,400	
BLUELINES/PLOTTING	1000	\$1.25	\$1,250	
COPIES	1500	\$0.20	\$300	
AS-BUILTS	120	\$9.00	\$1,080	
DELIVERIES	20	\$40.00	\$800	
				\$6,532.00
SUB-CONSULTANTS				
	COMPANY		SUB-TOTAL	TOTAL
Surveying	Brock & Bustillos		\$ 53,551.00	
Geotechnical	CQC Testing & Engineering		\$ 16,000.00	
Illumination	RBM		\$ 22,637.00	
Landscaping	Landscape Architectural Services		\$ 15,685.00	
TDLR			\$ 1,500.00	
				\$109,373.00
PROFIT				
	PROFIT MARGIN	COST	SUB-TOTAL	
LABOR	0%	\$ 205,065	\$0	
OTHER DIRECT COSTS	10%	\$ 6,532	\$653	
SUBCONSULTANT(S)	3%	\$ 109,373	\$3,281	
				\$3,934.39
TOTAL				\$378,240.39

ATTCHMENTS A & B
CEA Group
PROJECT BUDGET SHEET
EXHIBIT C

PROJECT NAME:	Oregon Street Rehabilitation				DATE:	11/17/2008		
	QA/QC ENGINEER	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	CADD	ADMIN	TOTAL HOURS	
PRELIMINARY DESIGN PHASE								
Task 10 - Project Management (8 Weeks)								
Design Meetings, Communication, & Records		8.0	8.0			4.0	20.0	
Coordination with City/Agencies		8.0	12.0				20.0	
General Administration		8.0				12.0	20.0	
QA/QC for all documents	20.0						20.0	
Review Meeting with City Staff		2.0	2.0			2.0	6.0	
Task 20 - Public Involvement								
Identify Businesses & Residents Impacted		2.0	4.0	8.0		4.0	18.0	
Coordinate one Stakeholder Meeting		4.0	8.0		4.0	4.0	20.0	
Coordinate one Community Meeting		4.0	8.0		4.0	4.0	20.0	
Document Meeting and Submit to City		1.0	2.0			2.0	5.0	
Task 30 - Environmental & Archeological Studies								
Coordinate with City's Consultants		4.0	4.0				8.0	
Task 40 - Field Surveys and Right-of-way Maps								
Performed by Subconsultant							0.0	
Task 50 - Utility Coordination								
Conduct a Records Search of Available Utilities		1.0	4.0	8.0		8.0	21.0	
Coordinate with Local Utility Companies		2.0	18.0	20.0	8.0		48.0	
Conduct Utility Coordination Meetings		2.0	4.0		2.0	2.0	10.0	
Task 60 - Design Studies (Guidelines)								
Gather & Review data for Project from City		2.0	8.0	8.0			18.0	
Review field conditions		8.0	16.0	8.0	16.0		48.0	
Establish Design Criteria		2.0	8.0	8.0	8.0		26.0	
Develop Typical Sections		4.0	8.0	8.0	16.0		36.0	
Geotechnical Investigations - By Subconsultant							0.0	
Task 70 - Coordination for SMART Bus								
Coordinate with Sun Metro		4.0	16.0	8.0	16.0		44.0	
Conduct Design Concept Conference for SMART Bus Shelters		8.0	40.0	24.0	80.0		152.0	
Task 80 - Roadway Design								
Plan Coversheet		1.0		1.0	2.0		4.0	
General Notes		4.0	8.0	8.0	8.0		28.0	
Horizontal/Vertical Control Plan		8.0	8.0	24.0	20.0		60.0	
Existing Utility Plan		4.0	8.0	8.0	20.0		40.0	
Demolition Plan		8.0	8.0	24.0	40.0		80.0	
Roadway Geometric Plan & Profile		16.0	16.0	40.0	80.0		152.0	
Roadway Sections		8.0	8.0	24.0	60.0		98.0	
Standard Details		4.0	8.0	8.0	20.0		40.0	
Pavement Sections, HMAC & Concrete		6.0	8.0	8.0	20.0		42.0	
Task 90 - Drainage Evaluation & Design								
Perform a Localized Hydrologic analysis		4.0	4.0	12.0	12.0		32.0	
Drainage Plans & Details		2.0	4.0	8.0	16.0		30.0	
Storm Water Pollution Prevention Plan		4.0	4.0	8.0	16.0		32.0	
Task 100 - Signage, Striping and Traffic Signalization								
Coordinate with Traffic Department/Incorporate into Plans		10.0					10.0	
Task 110 - Traffic Control and Construction Sequencing								
Sequence of Construction		4.0	8.0	8.0	4.0		24.0	
Traffic Control Guidelines		2.0	8.0	8.0	4.0		22.0	
Task 120 - Electrical and Illumination								
Performed by Subconsultant							0.0	
Task 130 - Parkway Aesthetics								
Performed by Subconsultant							0.0	
Coordinate with Public Artist		2.0	4.0				6.0	
Task 140 - Technical Specifications								
Prepare Preliminary Technical Specifications		4.0	8.0	20.0		20.0	52.0	
Task 150 - Opinion of Probable Construction Costs								
Prepare Preliminary Opinions of Probable Cost		4.0	8.0	8.0	16.0		36.0	
Sub-Total Hours - Preliminary Design Phase	20.0	167.0	288.0	317.0	472.0	62.0	1325.0	
Sub-Total Labor Cost - Preliminary Design Phase	\$ 2,760.00	\$ 18,370.00	\$ 26,784.00	\$ 23,775.00	\$ 28,320.00	\$ 4,092.00	\$ 104,101.00	
FINAL DESIGN PHASE								
Task 10 - Project Management								
Design Meetings, Communication, & Records		8.0	16.0			8.0	32.0	
Coordination with City/Agencies		8.0	24.0				32.0	
General Administration		16.0				24.0	40.0	
QA/QC for all documents	40.0						40.0	
Review Meeting with City Staff		4.0	4.0			4.0	12.0	

ATTACHMENTS A & B

CEA Group
PROJECT BUDGET SHEET
EXHIBIT C

PROJECT NAME:	Oregon Street Rehabilitation			DATE: 11/17/2008			
	QA/QC ENGINEER	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	CADD	ADMIN	TOTAL HOURS
Task 20 - Public Involvement							
Identify Businesses & Residents Impacted		2.0	4.0				6.0
Coordinate one Community Meeting		4.0	8.0		4.0	4.0	20.0
Document Meeting and Submit to City		1.0	2.0			2.0	5.0
Task 30 - Environmental & Archeological Studies							
Coordinate with City's Consultants		4.0	4.0				8.0
Task 40 - Field Surveys and Right-of-way Maps							
Performed by Subconsultant							0.0
Task 50 - Utility Coordination							
Basement Encroachments		3.0	4.0	4.0	8.0		19.0
Coordinate with Local Utility Companies		2.0	4.0		4.0		10.0
Conduct Utility Coordination Meetings		4.0	10.0		6.0	2.0	22.0
Obtain Clearance Letters		4.0	12.0				16.0
Task 60 - Design Studies (Guidelines)							
Refine Design Criteria		2.0	4.0	4.0	6.0		16.0
Refine Typical Sections		2.0	4.0	4.0	6.0		18.0
Task 70 - Coordination for SMART Bus							
Coordinate with Sun Metro		6.0	12.0	8.0	8.0		34.0
Design Smart Bus Shelters		6.0	8.0	28.0	56.0		98.0
Task 80 - Roadway Design							
Plan Coversheet		2.0			4.0		6.0
General Notes		4.0	2.0	4.0	6.0		16.0
Horizontal/Vertical Control Plan		8.0	8.0	24.0	28.0		68.0
Existing Utility Plan		4.0		8.0	12.0		24.0
Demolition Plan		8.0		24.0	36.0		68.0
Roadway Geometric Plan & Profile		8.0	16.0	24.0	90.0		138.0
Roadway Sections		2.0	8.0	24.0	28.0		62.0
Standard Details		2.0	8.0	16.0	16.0		42.0
Pavement Sections, HMAC & Concrete		2.0	8.0	12.0	16.0		38.0
Task 90 - Drainage Evaluation & Design							
Perform a Localized H&H analysis		2.0	4.0	4.0	8.0		18.0
Drainage Plans & Details		4.0	6.0	4.0	14.0		28.0
Storm Water Pollution Prevention Plan		4.0	8.0	8.0	10.0		30.0
Task 100 - Signage, Striping and Traffic Signalization							
Coordinate with Traffic Department/Incorporate into Plans		12.0	8.0				20.0
Task 110 - Traffic Control and Construction Sequencing							
Sequence of Construction		8.0	8.0	8.0	10.0		34.0
Traffic Control Guidelines		8.0	16.0	28.0	20.0		72.0
Conduct Review Meeting with City and Traffic Generators		4.0	8.0		8.0	4.0	24.0
Task 120 - Electrical and Illumination							
Performed by Subconsultant							0.0
Task 130 - Parkway Aesthetics							
Performed by Subconsultant							0.0
Coordinate with Public Artist		4.0	12.0				16.0
Task 140 - Technical Specifications							
Prepare Final Technical Specifications		8.0	12.0	8.0		32.0	60.0
Task 150 - Opinion of Probable Construction Costs							
Prepare Final Opinions of Probable Cost		8.0	16.0	16.0	32.0		72.0
Sub-Total Hours - Final Design Phase	40.0	178.0	268.0	260.0	436.0	80.0	1262.0
Sub-Total Labor Cost - Final Design Phase	\$ 5,520.00	\$ 19,580.00	\$ 24,924.00	\$ 19,500.00	\$ 28,180.00	\$ 5,280.00	\$ 100,964.00
BID PHASE							
Assist Owner preparing for bids		8.0				6.0	14.0
Assist in responding to Contractor Questions		8.0					8.0
Attend Pre-bid conference		4.0					4.0
Prepare addenda to drawings and specs.		4.0	8.0		12.0	6.0	30.0
Assist Owner in evaluating bids		2.0	2.0			2.0	6.0
Sub-Total Hours - Bid Phase	0.0	26.0	10.0	0.0	12.0	14.0	62.0
Sub-Total Labor Cost - Bid Phase	\$ -	\$ 2,860.00	\$ 930.00	\$ -	\$ 720.00	\$ 824.00	\$ 5,434.00
CONSTRUCTION PHASE							
Attend Pre-Construction Conference		2.0	2.0				4.0
Periodic Site Visits		40.0	120.0	80.0		24.0	264.0
Review Shop Drawings, Schedules, & other Const. Meetings		16.0	20.0			8.0	44.0
Conduct Final Inspection & Prepare Punch List		4.0	8.0			4.0	16.0
Monitor/verify Punch List Deficiencies		2.0	8.0				10.0
Furnish Owner As-Built Drawings		4.0	8.0		60.0		72.0
Sub-Total Hours - Construction Phase	0.0	68.0	166.0	80.0	60.0	36.0	410.0
Sub-Total Labor Cost - Construction Phase	\$ -	\$ 7,480.00	\$ 15,438.00	\$ 8,000.00	\$ 3,800.00	\$ 2,376.00	\$ 34,894.00
TOTAL PROJECT LABOR COST	\$ 8,280.00	\$ 48,290.00	\$ 68,076.00	\$ 49,275.00	\$ 58,800.00	\$ 12,672.00	\$ 245,393.00

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

(Agreements over \$100,000.00)

For the Project known as "OREGON STREET REHABILITATION," hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT PHASE

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

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

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

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

PHASE I - PRELIMINARY DESIGN PHASE

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

PHASE II - PRE-FINAL DESIGN PHASE

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

PHASE III - FINAL DESIGN PHASE

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

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

BIDDING PHASE

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

CONSTRUCTION PHASE

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

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

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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.

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CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

RESIDENT PROJECT SERVICES

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

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CONSULTANT'S BASIC AND ADDITIONAL SERVICES

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "**(OREGON STREET REHABILITATION)**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **(THREE HUNDRED SEVENTY EIGHT THOUSAND TWO HUNDRED FORTY) 39/100 DOLLARS (\$378,240.39)** 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	<u>\$N/A</u>
Preliminary Design Phase	<u>\$190,259.36</u>
Pre-Final Design Phase	<u>\$N/A</u>
Final Design Phase	<u>\$136,645.03</u>

Bidding Phase	Time and Materials	Proposal Estimated Amount	<u>\$6,800.00</u>
Construction Phase	Time and Materials	Proposal Estimated Amount	<u>\$46,536.00</u>

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

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

DELIVERABLE SCHEDULE

REPORT PHASE

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

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **fifteen copies** of any required documents and opinion of probable construction costs shall be submitted within **56 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten copies** the required documents and services shall be submitted within **N/A 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 **49 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 **2 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

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

PHASE V - CONSTRUCTION PHASE

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