

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

CITY CLERK DEPT
2020 JAN 29 AM 10:04

DEPARTMENT: Capital Improvement

AGENDA DATE: February 4, 2020

CONTACT PERSON/PHONE: Sam Rodriguez, P.E., City Engineer, (915) 212-1845

DISTRICT(S) AFFECTED: 1 & 8

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and BROCK & BUSTILLOS, INC., a Texas Corporation, for a project known as "SUNLAND PARK, SHADOW MOUNTAIN, WESTWIND, REDD ROAD PHASE II & EXECUTIVE CENTER ROADWAY LIGHTING & LANDSCAPE IMPROVEMENTS", for an amount not to exceed FIVE HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED THIRTY-THREE AND 84/100 DOLLARS (\$595,133.84); and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and if the increased amounts are within the appropriate budgets of the project for a total amount of SIX HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED THIRTY-THREE AND 84/100 (\$695,133.84); and that the City Manager be authorized to establish funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

This project will include median landscaping, trees, drip irrigation system, landscape illumination at major intersections and focal points, and continuous arterial lighting.

PROTEST

No protest received for this requirement.

Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? Yes or No

If yes, select the applicable districts.

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

- District 7
- District 8
- All Districts

CITY CLERK DEPT
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PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$ 595,113.84

Source: CO's (2018-2019)

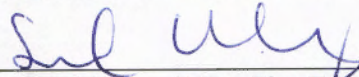
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BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Sam Rodriguez, P.E., City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and **BROCK & BUSTILLOS, INC., a Texas corporation,** for a project known as **“SUNLAND PARK, SHADOW MOUNTAIN, WESTWIND, REDD ROAD PHASE II & EXECUTIVE CENTER ROADWAY LIGHTING & LANDSCAPE IMPROVEMENTS”** for an amount not to exceed **FIVE HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED THIRTY-THREE AND 84/100 DOLLARS (\$595,133.84);** and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of **SIX HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED THIRTY-THREE AND 84/100 (\$695,133.84);** and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

ADOPTED THIS _____ DAY OF _____ 2020.

CITY OF EL PASO:

Dee Margo, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2020 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 **BROCK & BUSTILLOS, INC.**, a Texas corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform lighting and landscape improvement services for the project known as “**SUNLAND PARK, SHADOW MOUNTAIN, WESTWIND, REDD ROAD PHASE II & EXECUTIVE CENTER ROADWAY LIGHTING & LANDSCAPE IMPROVEMENTS**”, hereinafter referred to as the “**Project**”, as further described in **Attachments “A” and**

WHEREAS, 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 Budget
- Attachment “B” Consultant’s Fee Proposal and Hourly Rates
- Attachment “C” Consultant’s Basic and Additional Services
- Attachment “D” Payment and Deliverable Schedules
- Attachment “E” Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform construction management 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 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **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"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **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 (90) 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 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 the Project. 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 AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is EIGHT MILLION FOUR HUNDRED THOUSAND (\$8,400,000.00), 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

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction 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 Project's the 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 (5) working day 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 **FIVE HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED THIRTY-THREE AND 84/100 DOLLARS (\$595,133.84)** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

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"**.

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 FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 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 procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. 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**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury

- 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 Agreement.

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.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify hold harmless, and defend 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 any negligent act or omission, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or Consultant's officers, directors, partners, agents, consultants or employees. 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.

**ARTICLE VI.
FEDERAL AND STATE PROVISIONS**

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE 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 and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state 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 and State 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 (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an 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 and State 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 will be identified pursuant to the federal funding requirements for an individual task order 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 Agreement.

The Consultant 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.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment

practices when the contract covers a program set forth in Appendix B of the Regulations.

- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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 prudent considering the ordinary professional skill and care of a competent engineer or architect, 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.

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 with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect 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.

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, 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 (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

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

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

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

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

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

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

To the Owner: The City of El Paso
 Attn: City Manager
 P. O. Box 1890
 El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
 Attn: City Engineer
 P. O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: Brock & Bustillos, Inc., a Texas corporation
 Attn: Roman Bustillos, P.E - President
 417 Executive Center Blvd.
 El Paso, Texas 79902

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

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

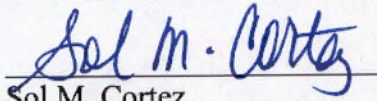
7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment,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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

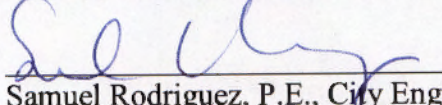
Tomás González
City Manager

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2020,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

CONSULTANT:
BROCK & BUSTILLOS, INC., a Texas
corporation

By: _____
Roman Bustillos, P.E - President

ACKNOWLEDGEMENT

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Roman Bustillos, P.E - President of BROCK & BUSTILLOS, INC., on behalf of said company.

Notary Public, State of Texas

My commission expires:

ATTACHMENT "A"
SCOPE OF SERVICES



BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS ■ URBAN DESIGNERS ■ LAND SURVEYORS

January 9, 2020

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

VIA E-Mail: JalomaOJ@elpasotexas.gov

City of El Paso
Capital Improvement Department
218 N. Campbell, Second Floor
El Paso, Texas 79901

C/O: Mr. Oscar J. Jaloma, Project Manager

Re: Westside Median Roadway Lighting & Landscape Improvements for Sunland Park, Shadow Mountain, Westwind, Redd Road Phase II & Executive Center Blvd., Solicitation # 2020-004R
City of El Paso, Texas
Proposal No. 2019-1116-REV2

Dear Mr. Jaloma:

We appreciate the opportunity to present to you our proposal for Professional Design Services for the referenced project. Based on our meeting of December 18, 2019, here is our revised scope of work and fee:

SCOPE OF WORK

1. Plan and attend the design coordination meetings, including the CDR meetings with the City of El Paso (COEP) CID and other departmental officials as necessary;
2. Assist the COEP with public meetings with Neighborhood Associations;
3. Perform and prepare an aerial photogrammetric map;
4. Perform a limited topographic and improvement survey for designated project medians;
5. Develop and prepare coordinate-control to set panels for aerial photogrammetry for the corridors;
6. Set panels for aerial photogrammetry for the corridors;
7. Prepare a topographic and improvement survey map based on aerial photogrammetry and complementary field data for use as a design base map;
8. Prepare geotechnical soil investigation for design for both medians lighting & landscaping design;
9. Prepare site development plans for both median illumination and landscaping;
10. Prepare typical details for all median plans;
11. Prepare limited electrical engineering plans and details as needed for improvement areas;
12. Prepare illumination plans and details for both medians;
13. Prepare landscaping plans and details for the designated medians;
14. Prepare irrigation plans and details for the designated improvement areas;
15. Preparation of storm water pollution prevention plans (SWPPP) for designated improvement areas;
16. Prepare a construction sequencing plan at all design phase submittals;
17. Prepare submittals as per revised schedule for Preliminary Design Phase, Pre-Final Design Phase, and Final Design Phase;
18. Prepare a consolidated set of plans, specifications, estimated construction schedules and opinions of probable construction costs as Final Sealed Construction Documents;
19. Prepare and coordinate the review submittals through Bluebeam Project Management Platform;
20. Participate in construction administration phase services to review the shop drawings, attend weekly construction meetings; and provide written observation reports (as required);
21. Respond to RFI's from the project Contractor and advice COEP technically on project issues;
22. Participate in punch list inspections and produce punch lists for submittal to Owner
23. Prepare "As-Built" record drawings as per Contractor's plans;
24. Prepare all copies for department review and permit approval process;
25. Provide PDF copies on five (5) individual CDs;
26. Deliver one (1) pdf file to CID for the City Purchasing Department.

END OF SCOPE

EXEMPTIONS:

The following is excluded unless otherwise requested: boundary or ROW survey and map; providing proof of ownership; obtaining certified tax certificates; Detailed Site Development Plan; subsurface utility engineering (SUE); ALTA/NSPS Land Title Survey; easement plats; construction staking; subdivision plat; subdivision improvement plans; subdivision application or special permit applications; permit fees; Park's fees; right-of-way staking; staking and verification of elevations of new city monuments; elevation certificates; traffic impact analysis or investigation; review or analyze existing parking conditions or any parking generation counts; any offsite drainage computations and drainage impact analysis; SWPPP implementation, management and monitoring through construction activities; review or opine on any environmental or N.E.P.A. compliance issues; provision of notification project sign, sign-installation and sign-removal; COEP construction permit; construction inspections; all public or private utility improvement plans; TCEQ construction commencement notification, inspection and notice of termination; TAS and TDLR notification, review and inspection; No extended construction phase inspection services, and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will form the above Scope of Work to fit the following schedule:

• Conceptual Design Phase	45 consecutive calendar day(s)
• Review Period (City)	15 consecutive calendar day(s)
• Preliminary Design Phase	45 consecutive calendar day(s)
• Review Period (City)	15 consecutive calendar day(s)
• Attend CDR	1 consecutive calendar day(s)
• Pre-final Design Phase	50 consecutive calendar day(s)
• Review Period (City)	15 consecutive calendar day(s)
• Attend CDR	1 consecutive calendar day(s)
• Final Design Phase	30 consecutive calendar day(s)
• Review Period (City)	15 consecutive calendar day(s)
• Attend CDR	1 consecutive calendar day(s)
• Bid Phase	14 consecutive calendar day(s)

BASIS OF COMPENSATION:

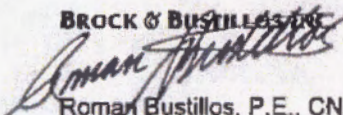
We propose that Brock & Bustillos Inc., be paid a Lump Sum Amount of \$595,113.84 for the above Scope of Work. Rates and terms of payment and charges for any additional work will be done in accordance with the COEP's Professional Services Contract Agreement. No additional work shall be done without an executed contract amendment with a detailed listing of additional work.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of City's Notice to proceed—in accordance with the City's Professional Services Contract Agreement—as our authorization to commence. Please call if you have any questions, we look forward to continue serving you!

Sincerely,

BROCK & BUSTILLOS INC.



Roman Bustillos, P.E., CNU-A
President

Attachments: (1) Proposed Scope of Services
(2) Detailed Design Fees
(2) Sub-Consultant's scopes and fees

GENERAL

SCOPE OF SERVICES

The City of El Paso (COEP) will be revamping the medians in West El Paso along the corridors of Sunland Park, Shadow Mountain, Westwind, Redd Road Phase II & Executive Center. The proposed roadway lighting and landscaping improvements for these highly visible corridors are composed of designing and constructing an optimum landscaping corridor that is well lit at night.

The COEP's estimated budget for each corridor improvements is \$8.4M. The design team of Brock & Bustillos, through Solicitation # 2020-004R, will evaluate and provide a recommendation via schematics as to where the improvements can be optimally located and accommodated along the street corridors. At the Preliminary Design Phase, a conceptual design can be introduced that will focus on saving long-term maintenance costs and to reduce capital improvement costs by optimally and strategically spacing landscaping, irrigation and illumination elements.

The COEP's main objectives for this Roadway Lighting & Landscaping Project includes the design and construction of roadway lighting in the medians only, in compliance with the current City of El Paso Roadway Lighting Standards, utilizing full cutoff light fixtures or cutoff light fixtures. The plans shall include electrical distribution, trenching at existing medians and boring under streets between medians. Illumination shall be dark-sky compliant utilizing LED, and must be based on photometric studies that provide full roadway illumination in accordance with City Code requirements, while protecting excess light spillage unto private property. Any utilities serving illumination poles shall be located underground. The project includes the design and construction of median landscaping-where possible-throughout and illumination if possible along the parkways at selected intersection locations. The following are the streets and limits of the proposed improvements.

PROJECT LIMITS

- Sunland Park Arterial Lighting and Landscape Improvements Project, from Doniphan Drive to Mesa Street
- Shadow Mountain Drive / Westwind Drive Arterial Lighting and Landscape Improvements Project, from Mesa Street to Redd Road
- Redd Road Arterial Lighting and Landscape Improvements Project, from Montoya Road to IH-10
- Executive Center Arterial Lighting and Landscape Project, from Paisano Drive to Mesa Street

The lighting and median landscaping improvement limits are as follows:

Sunland Park		
	Arterial Lighting	Median Landscaping
Doniphan to Doniphan Park	X	X
Doniphan Park to Machuca	X	X
Machuca to IH-10	X	X
IH-10 to Mesa Hills	X	X
Mesa Hills to Chermont	X	X
Chermont to Cadiz	X	X
Cadiz to Mesa	X	X

Redd Road – Phase II

	Arterial Lighting	Median Landscaping
Montoya to Doniphan	X	
Doniphan to IH 10	X	X

Executive Center		
	Arterial Lighting	Median Landscaping
Paisano to IH 10	X	X
IH 10 to Mesa		

Shadow Mountain/Westwind		
	Arterial Lighting	Median Landscaping
Mesa to Enterprise	X	X
Enterprise to Caprock	X	
Caprock to Silver Springs	X	
Silver Springs to Thunderbird	X	X
Thunderbird to Belvidere	X	X
From Belvidere to Redd	X	X

Trees and plants shall be selected from the City's approved tree and plant list. Trees shall be placed at 30-foot intervals. Honey Mesquite trees, Chinese Pistache trees, or similar trees shall be the predominant tree used in the medians. Shrubs shall consist of various flowering varieties throughout different seasons, such as Lynn's Legacy Sage, Yellow Bells, Red Bird of Paradise, Rosemary, Autumn Sage, Turpentine Bush, Damianita and other similar plants. No cactus, yucca, or century plant shall be utilized. Trees shall be a minimum of 3-inch caliper. Shrubs shall be a minimum of five gallon. Some of the key design criteria will be to provide an automatic drip irrigation system; Weed barrier fabric throughout the landscaping areas; and to provide a patterned rock aggregate that is at least 3-inches deep.

The project will consist of a phased process in which the Team will be analyzing, reviewing and preparing construction documents for the roadway illumination and median landscaping infrastructure; irrigation infrastructure; Storm Water Pollution Prevention Plan (SWPPP); traffic control plans; and construction sequencing plans.

Traffic signage infrastructure shall be inventoried and shall only be replaced if the existing sign is in conflict with a proposed design element. The design will address any required relocations of the existing traffic signage. Other utility relocation coordination will be limited to coordinating with the appropriate facility owners. The consultant will perform Level C utility mapping, share the findings with the respective utilities; but will not prepare any utility improvement plans. All utility relocation will be the responsibility of the respective utility owner.

Coordination will be required with agencies such as Parks & Recreation Department and Utility companies, and the El Paso Central Business Association; the Upper Valley Neighborhood Association to have open discussions with the Residents and other Stakeholders about the improvements and potential neighborhood access. While no property encroachments are anticipated at this time, existing property limits will be monitored, as potential easements on private property may eventually be required for some of the illumination infrastructure.

EXHIBIT A

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

Sub Task A010: Project Management

1. Provide at no charge to Consultant all existing information, including—but not limited to—project accessibility, GIS information, high resolution aerial, existing improvement plans, concept plans, master drainage plans, drainage information, right-of-way information, existing signal layouts, monument locations, signage inventory list and available existing as-built plans.
2. Review submittals for timely continuation of project.
3. Distribute submittals to appropriate City Personnel for comment and review. Provide Consultant with all comments and clarify conflicting comments.

Sub Task A020: Public Involvement

1. Door-to-door outreach will be conducted by City Staff.
2. Attend and manage any meeting involving the public and the Residents. The City of El Paso shall provide/distribute invitations to the appropriate City personnel required to attend meetings.
3. Provide public facilities for the public hearings and public meetings.

Sub Task A030: Environmental Reports

1. Provide any existing or on-going environmental reports from other City projects. Resolve conflicts in the existing reports or recommendations and provide direction for completion.
2. Provide environmental clearance on any issues that come up with the services of the COEP's independent environmental consultant.

Sub Task A040: Field Surveys and Base Map

1. Provide all existing data including boundary information, aerials, GIS shape files, title commitments, project limits, end user lease agreements, and monument information.

Sub Task A050: Subsurface Utility Mapping (SUM) & Subsurface Utility Engineering (SUE)

1. If required, the Consultant Team will provide these services.

Sub Task A060: Site Access Route and Design Studies

1. Review submittals and compile comments.

Sub Task A070: Geotechnical and Soils Evaluation

1. The COEP shall be responsible for assisting the Design Team to obtain all COEP permits and permissions at no charge, as required to perform our field services within the boring locations.
2. Review submittals and compile comments.

Sub Task A080: Median and Parkway Evaluation and Improvement Design

1. Through EPDOT and SAM, review and approve the Consultant's recommendations and design requirements and design criteria, if visible problems exist.

Sub Task A090: Localized Drainage Evaluation & Site Drainage Design

1. Provide all known existing drainage information and drainage design criteria.
2. COEP is also expected to sign on the NOI and NOT that will be submitted by the selected contractor to TCEQ for processing during construction activities.
3. Upon commencement of the construction, COEP's selected contractor shall implement and manage the SWPPP.
4. The Consultant Team will provide a localized drainage review and identify potential water harvesting opportunities.

Sub Task A100: Signage and Striping

1. Provide any additional requirements regarding new signing and striping to be applied.
2. Provide direction for sign replacement and protection, including new street parking regulations, if any.

Sub Task A110: Traffic Control Plan (TCP) and Construction Sequencing Plan (CSP)

1. Compile comments from SAM and the rest of the City of El Paso Departments. Clarify direction and comments.

Sub Task A115: Construction Schedule

1. City Project Manager and Construction Manager to allow the Team to prepare a construction schedule so that an approval can be made by the COEP for the lane closures.

Sub Task A120: Electrical and Illumination Review & Design

1. Provide any additional illumination requirements and review consultant's recommendations and plans.

Sub Task A130: Existing Median and Parkway Landscaping & Irrigation

1. Review and approve design requirements and design criteria.

2. Notify the Consultant whether a Public Art Component will be part of this project.

Sub Task A140: Technical Specifications

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

Sub Task A150: Opinions of Probable Construction Cost

1. Review and approve opinions of probable construction costs.
2. Review and mitigate internally between departments for requirements in order to comply with an adherence to project budget and determine priority items.

Sub Task A160: Contract Document Deliverables

1. Adhere to the number of sets described in sub task B160.
2. Receive and review plans through Bluebeam Document management software.

Sub Task A170: Construction Administration Services

1. Provide consultant with proper information for bid evaluation.

Sub Task A180: Field Engineering and Inspection Services

1. Field Engineering and Inspection Services require the Consultant's involvement during construction through construction administration service. The COEP should notify the Consultant of any major issues as they arise so the Consultant can be prepared to assist the COEP in finding the optimal solution in order to provide the compliance certificate.

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

Sub Task B010: Project Management

1. Coordinate all activities with the City of El Paso – Capital Improvement Department (COEP) and with other local, state and federal agencies, as well as all neighborhood associations 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 as well as preparing the work and to assure compliance with City policies and procedures as well as assuring that work is accomplished to optimally meet all of the COEP's goals and on time.
5. Develop sequence of conceptual plan including elevations, design criteria, and other necessary elements to include the preparation of 2D and 3D renderings for the Design Review Committee (DRC) meetings.

Sub Task B020: Public Involvement

1. Public involvement procedures will be limited to attending up to three (3) public meetings during the design phase of the project and one (1) during construction.
2. Prepare presentation and develop presentation exhibits/plans in reference to phasing and project objectives for public meeting, limited to six (6) color 24" X 36" renderings total.
3. Assist the City Staff and provide meeting minutes concerning design issues for the City.

Sub Task B030: Environmental Reports

1. No services related to this subtask will be provided.
2. The Consultant Team will keep vigilant if we see something new and we will present it to the COEP for further evaluation through a contract amendment or for the COEP's independent environmental consultant to look at.

Sub Task B040: Field Surveys and Base Map

1. Locate existing city monuments within the project limits.
2. Establish a horizontal and vertical control network to locate the approximate right-of-way alignments of recreational field design, street alignments and for general construction layout, and tie the horizontal and vertical control network to found city monuments.

3. Utilizing an aerial photogrammetric map, prepare a base map to concur with generally accepted and approximate private property lines and street rights-of-way (ROW) and the site limits for the purpose of controlling improvements to the generally accepted and approved lease use area. This base map will be tied to the found city monuments and the horizontal and vertical control network. The horizontal coordinates for the survey shall be based on the Texas Central Zone State Plane Coordinate System 4203, North American Datum 1983 (NAD83). The vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88).
4. Prepare a Subsurface Utility Map (SUM) based on available record utility mapping to assist in the coordination between all utility companies and the design team. The due-diligence SUM provided will consist of contacting the applicable utility companies and obtaining whatever available information they provide within the project area. This utility information will be used to begin the preliminary utility map. This initial research and data acquisition is simply a quality level "D" (QL-D) type of research.
5. The Texas 811 notification center will be contacted after the information has been received by the respective utilities. A field recordation of the TESS locations will be integrated into the preliminary utility map and a comparison of the record utilities to the TESS locations will be reviewed and analyzed for potential discrepancies and unknown or undiscovered utilities. Upon review and analysis, a subsurface utility engineering (SUE) designation recommendation will be formulated and the data on the updated utility map will comprise a quality level "C" (QL-C) preliminary utility map.
6. Perform a field location of visible utilities (i.e., water meters, fire hydrants and valves; irrigation meters, natural gas meters; telecomm pedestals; manhole covers; roof drain downspouts; overhead power-line crossings; power-line poles and transformers; street illumination poles and standards; and traffic signals.
7. Coordinate underground line spots with El Paso Water, El Paso Electric Company, Texas Gas Service, AT&T Telephone and Fiber, Spectrum Cable and all other applicable utility companies if potholing service is available by each respective utility.
8. Gather an inventory of existing utility easements in order to mitigate new easements as required by design or the vacation of existing easements by separate instrument documentation as required by abandonment of said infrastructure.
9. Perform a field location of very limited existing topographic and improvement features (i.e., sidewalks; parkways; curb and gutter; roadways; storm water inlets/culverts; driveways; ADA ramps; parking meters; signage; pedestrian elements; bus-stops; street lamps; landscape features; trash collection receptacles; etc. where it is necessary)
10. All said limited improvement data shall be assimilated into the base topographic and improvement survey file.
11. Review the City's GIS property information and conduct a precursory review of the apparent right-of-way maps. Research will focus on apparent property ownership and other pertinent available information (such as recorded easements, use agreements, etc.)
12. Preparation of final parcel metes and bounds descriptions; area computation sheets; proposed construction easement instruments; and final parcel boundary research is not part of this scope.

Sub Task B050: Subsurface Utility Mapping (SUM) & Subsurface Utility Engineering (SUE)

1. No detailed exploration is part of this project.

Sub Task B060: Sun Metro and Bike Routes

1. No services will be provided for this item.

Sub Task B070: Geotechnical and Soils Evaluation

1. Geotechnical investigation:

- a) As requested, the general subsurface soils evaluation shall consist of drilling a total of vertical subsurface exploration borings staggered and/or adequately-spaced (estimated 1000 to 2000-foot spacing) to reduce evaluation costs within the project limits to a maximum depth of 20 feet for lighting structures, or as recommended by the geotechnical engineer in the attached proposal. The borings shall be drilled to the indicated depths or auger refusal, whichever is shallower. The general boring locations are indicated on the attached Geotechnical General Subsurface Exploration Boring Location Aerial Plan, Exhibit B. The borings shall be logged in the field by the geotechnical engineering technical staff.
- b) The borings shall be drilled in general accordance with standard procedures using a truck-mounted rotary drilling rig utilizing hollow stem augers. During drilling activities Standard Penetration Tests (SPTs), in accordance with ASTM procedures, shall be collected at discrete intervals to the maximum boring depths to estimate the relative field bearing capacity of the subsurface soils. In conjunction with penetration tests, soil samples shall be collected using conventional split-spoon sampling techniques or as required based on the encountered soil conditions.
- c) All collected soil samples from borings shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples shall be sealed to prevent moisture loss and transported to the laboratory for further observation and engineering soil classification testing on selected soil samples.
- d) At the completion of field operations, each boring shall be backfilled with auger cuttings and firmly compacted at the ground surface elevation and grouted to at least a depth of 12 inches below the existing asphalt surface elevation. The Team's land surveyor will include exploration boring locations within their scheduled survey points, so that the report can illustrate the ground elevations and coordinates for each exploration boring.
- e) The laboratory engineering soil classification tests shall be limited to soil moisture contents, plasticity index tests, sieve analysis tests, up to five (5) soil moisture-density relationship tests, up to five (5) soil CBR tests, soil swell test, and a single (1) cement stabilized subgrade soil sample test series (includes: up to four (4) plasticity index tests, a single (1) sieve analysis, a single (1) soil moisture-density relationship test and two (2) strength test samples) performed in general accordance with applicable ASTM or TxDOT test procedures. The laboratory tests do not include chemical analysis of collected soil samples for environmental assessment purposes.

2. Soils Investigation Report and Schedule

- a) At the completion of soil exploration drilling activities, soil evaluation and classification testing, a formal written report shall be prepared for the project and provided to the COEP. The soils evaluation report shall provide a boring location plan, subsurface exploration boring logs, laboratory engineering soil classification test results, and geotechnical recommendations to guide the design and specification of site-work soil support improvement, soil allowable end bearing and skin friction resistance values for the design of drill pier lighting foundations, and flexible and rigid pavement section recommendations. The soils report shall also provide recommendations for soil compaction, test frequency guidelines, fill material specification and subgrade stabilization guidelines. Pavement recommendations shall also consider the reuse of existing AC materials and alternative paving materials such as asphaltic-concrete rubber mix designs.

Sub Task B080: Median and Parkway Evaluation and Improvement Design

1. Prepare preliminary schematic design indicating existing median illumination features, intersection layouts, with proposed cross-sections, sequence and methods of stage construction, signage and lighting requirements, within the tentative median limits, typical sections, direction of traffic flow, location and width of travel lanes, and overall roadway geometrics.
2. Perform all median improvements in accordance with AASHTO Standards, as approved by the COEP.
3. Prepare median illumination and landscaping sections, intersections, and design cross sections at 50-ft. intervals, or as necessary.
4. Prepare median and parkway drawings including:
 - Demolition Sheets
 - Horizontal Control Layout Sheets
 - Median plan sheets
 - Intersection plan sheets
5. Prepare overall site plans and details including:
 - Coversheet and Index of drawings
 - General Notes
 - Horizontal Control Plan
 - Demolition Plan
 - Overall Site Plan
 - Median Plan Sheets
 - Median Typical Section Details
 - Special Construction Details
 - Median Illumination Plan and Typical Details
 - Electrical Plan & Typical Details
 - Landscape Plan & Typical Details
 - Special Landscape Details
 - Irrigation Layout Plans & Typical Details
 - Irrigation Special Details
 - Median and Parkway Layout
 - Median and Parkway Plans & Typical Details

- Median Irrigation Special Irrigation Details
- Signage and Striping Layout Plan
- Signage and Striping Typical Details
- Storm Water Pollution Prevention Plan
- Technical Specifications.

Sub Task B090: Localized Drainage Evaluation & Site Drainage Design

1. No services will be provided for this item.
2. Prepare Storm Water Pollution Prevention Plans (SWPPP) for the project in accordance with the Texas Commission on Environmental Quality (TCEQ), the City of El Paso Municipal Code requirements. The SWPPP will be prepared for the proposed project improvements only. Best Management Practices (BMP) will be utilized for the project improvements only.
3. Submit SWPPP Application Package to the City of El Paso for review and approval of the submittal, and coordinate the approval or mitigation with the City of El Paso.
4. Prepare the Application package for the Notice of Intent (NOI). Client is expected to sign the application and the selected Contractor will submit Notice of Intent (NOI) and the Notice of Termination (NOT) to TCEQ for processing.

Sub Task B100: Signage and Striping

1. A photographic and digital inventory of the existing traffic signing, markings, parking spaces and bike lanes in place throughout the corridors. This inventory will be performed in order to help identify the locations of the existing signage. The deliverable will be a video of the recorded observations as well as a CD-ROM with the photographed signs. The video will contain the viewable signage, signs, the significant pavement markings, and the qualitative condition of each sign, with a recommendation to improve or leave as it was.
2. If signage has to be moved and replaced, then the design shall include current standards for signage.
3. Prepare drawings including:
 - Signing and markings layout
 - Signing/markers/striping details/standards

Sub Task B110: Traffic Control Plan (TCP) and Construction Sequencing Plan (CSP)

1. Prepare Traffic Control Plan conforming to the Texas Manual on Uniform Traffic Control Devices, for all roadway work within the project limits.
2. List the existing and proposed temporary traffic control devices that will be used to handle traffic during each construction sequence. Include temporary signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.

3. List the proposed traffic control devices (stop signs, signals, flag personnel, etc.) for at grade railroad intersections during each construction sequence.
4. Develop sequence of construction and method of handling traffic during each construction phase; and prepare presentation for the Design Review Committee (DRC) meeting.
5. Prepare drawings to include:
 - Sequence/Narrative of construction layouts;
 - TCP Line Diagram;
 - Detour plan/typical sections/quantities; and
 - TCP Typical Details.
6. Develop road construction schedule and work hours. While accelerated work schedule is not anticipated, the City will address and provide information regarding the use of acceleration techniques, such as extended work hours, incentives, etc only if required.
7. Provide analysis or improvements for school district access or drop off facilities or street parking or deceleration lanes in designated areas. Other street parking will remain as existing or introduced as directed by SAM or as recommended.

Sub Task B115: Construction Schedule

1. Develop a construction schedule and coordinate with the City Project Manager and Construction Manager to determine the construction schedule for each phase, order of work, and recommend which phases will be done concurrently. The meeting shall be held after pre-final plans are submitted but before the Final Design Notice to proceed is issued. The information will allow the Team to prepare a current market opinion of probable construction costs at the final design phase submittal.

Sub Task B120: Electrical and Illumination Review & Design

1. Standard dark sky compliant street illumination will be designed in accordance with Code.
2. Field lighting will be compliant to the current City standards for the street illumination.
3. Electrical design for power distribution to the street illumination posts;
4. Prepare drawings to include:
 - Electrical design line diagrams
 - Preparation of a design analysis at preliminary design, pre-final design and final design
 - Electrical & Lighting Design – Designed to COEP SAM Standards
 - Coordination with EPE for service agreements, connections and relocations
 - Electrical design plans/typical details
 - Electrical design specifications/quantities

Sub Task B130: Existing Median Landscaping & Irrigation

1. In general, an inventory of existing landscaping along the proposed improvement street corridors, along with a landscaping report along with recommendations will be provided with the preliminary design.
-
2. Prepare landscape and irrigation design drawings for median landscaping based on the following concepts:
 - The landscaping shall be placed in accordance with the COEP's Median and Parkway Landscape Standards
 - Trees placed at 30-foot intervals and shall be a minimum of 3-inch caliper diameter
 - All proposed plantings will be Xeriscape shrubs and trees
 - Areas that can be fully preserved will remain in tact
 - Areas that need sprucing up will be targeted for compatible landscaping
 - All planting will be watered by an automatic drip system controlled by automatic controllers
 - All rock areas shall be designed with a patterned rock aggregate at 3-inch deep
 - All rock areas shall be designed with weed barrier fabric
 - Large landscaping boulders shall be provided as safety and aesthetic items
 - Services shall be bored under the streets
 3. The complete landscaping scope of work is attached herein with the subconsultant's scope of work.
 4. Coordination with the CID, SAM, Park and Recreation Department, and El Paso Electric Company.
 5. Prepare drawings to include:
 - Landscape Plan & Typical Details
 - Special Landscape Details
 - Median Irrigation Layout Plans & Typical Details
 - Median Irrigation Special Details
 - Design analysis, specifications and opinions of costs at submittals

Sub Task B140: Technical Specifications

1. Standard City Specifications will be used for all improvement plans.
2. Provide technical specifications for all aspects of the work, in accordance with City specifications.
3. Prepare general notes, typical and specific details as per City Standards.

Sub 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.
2. Prepare estimate and quantity sheets (drawings).

3. The OPCC will be based on the latest City 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.
4. Provide an opinion of probable construction costs at every submittal at approximately 7 days after each submittal. The opinion will include Electrical/Illumination, Landscaping/Irrigation, Grading/Drainage, Traffic Signage elements of the project. The submittals include:
 - Conceptual cost estimate at the Concept Layout Design Phase
 - Preliminary Design Phase
 - Pre-Final Design Phase
 - Final Design Phase

Sub Task B160: Contract Document Deliverables

1. City Official's approvals shall ultimately dictate design schedule.
2. Concept Layout Design Plans/Sketches:
 - Provide one (1) digital PDF copy.
 - Provide Bluebeam submittal
 - Provide one (1) PDF copy of Engineer's Opinion of Probable Construction Costs.
3. Preliminary Design Phase:
 - Provide one (1) digital PDF copy.
 - Provide Bluebeam submittal
 - Provide one (1) PDF copy of Engineer's Opinion of Probable Construction Costs.
4. Pre-Final Design Phase
 - Provide one (1) digital PDF copy.
 - Provide Bluebeam submittal
 - Provide one (1) PDF copy of Engineer's Opinion of Probable Construction Costs.
5. Final Design Phase
 - Provide one (1) digital PDF copy.
 - Provide Bluebeam submittal
 - Provide one (1) PDF copy of Engineer's Opinion of Probable Construction Costs.
 - Provide one reproducible set of bidding documents including plans and specifications.
 - Provide up to one (1) set of final bidding documents including project plans and specifications.

Sub Task B170: Construction Administration Services

1. Attend pre-construction conference.
2. Perform construction site visits and prepare reports as necessary.

3. Assist in the coordination of change orders and work directive changes by rendering opinion of the compatibility of the proposed change orders.
4. Assist in the resolution of design related construction issues, drawing clarification and Contractor requests for information in order to provide a final certificate of compliance by the design professional.
5. Compile and deliver to the City a complete set of record documents conforming to information furnished to the Engineer by the Contractor including one set of mylars (3 mil) for the record drawings on electronic file (AutoCAD).
6. Unless otherwise requested, Engineer's services are exclusive of attending regularly scheduled construction meetings, make periodic visits to the project site (other than bi-monthly visits), construction inspections, monthly reports, shop drawing review, monitoring schedule, or any other routine construction administration services.

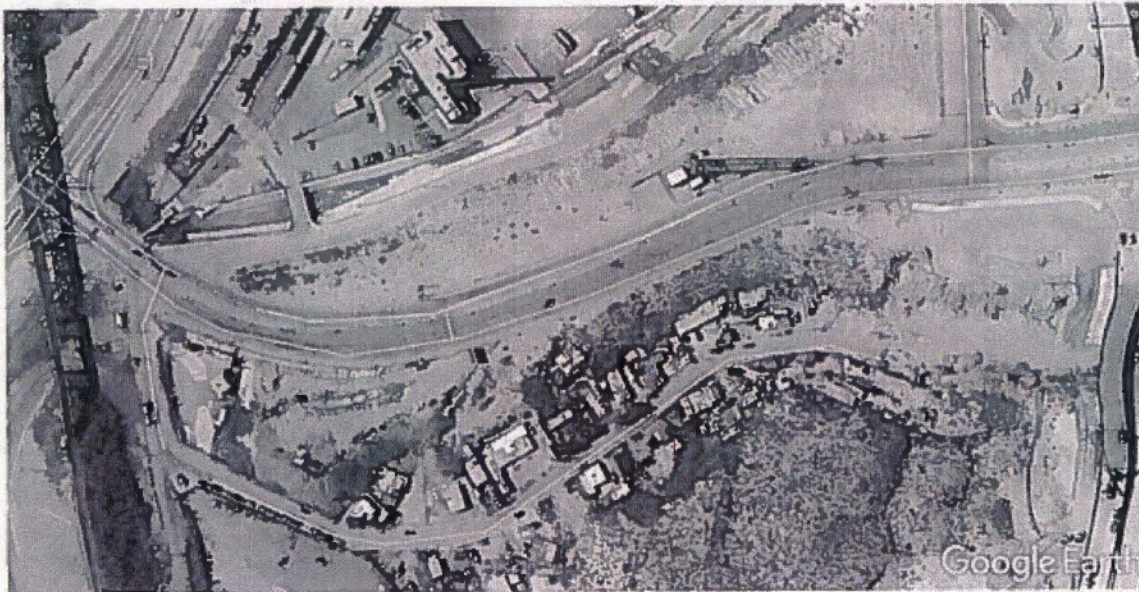
Sub Task B180: Field Engineering and Inspection Services

1. Field Engineering and Inspection Services are not part of this scope. However if necessary, we can provide this service through an amendment to the scope of work and budget.

EXHIBIT A.1 – Westside Median Improvements for Sunland Park, Shadow Mountain, Westwind, Redd Road Phase II & Executive Center Roadway Lighting & Landscape Improvements AREA



EXHIBIT A.2 – Westside Median Improvements for Sunland Park, Shadow Mountain, Westwind, Redd Road Phase II & Executive Center Roadway Lighting & Landscape Improvements AREA



ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

**BROCK & BUSTILLOS INC.
PROJECT BUDGET
SUMMARY SHEET**

PROJECT NAME:	Westside Median Roadway Lighting & Landscape Improvements for Sunland Park, Shadow Mountain, Westwind, Redd Road Phase II & Executive Center Blvd. - Solicitation # 2020-004R		
PROPOSAL NUMBER:	2019-1116-REV2		
REVISION DATE:	January 9, 2020		
FEE TYPE:	Lump Sum		
PREPARED BY:	Roman Bustillos, PE, CNU-A		
PROJECT MGR:	Sergio J. Adame, PE, CNU-A		
1 - INVESTIGATIVE/CONCEPT LAYOUT DESIGN PHASE			
B&B ENG LABOR:	\$	14,746.00	
B&B SURV LABOR:	\$	111,994.99	
SUB-CONSULTANTS:	\$	109,262.86	
CONCEPT DESIGN DIRECT EXPENSES:	\$	5,148.72	
INVESTIGATIVE / CONCEPT LAYOUT FEE:			\$ 241,152.58
2 - PRELIMINARY DESIGN PHASE			
B&B ENG LABOR:	\$	26,423.00	
B&B SURV LABOR:	\$	26,535.26	
SUB-CONSULTANTS:	\$	74,805.75	
PRELIMINARY DESIGN DIRECT EXPENSES:	\$	3,712.11	
PRELIMINARY DESIGN PHASE FEE:			\$ 131,476.12
3 - PRE-FINAL DESIGN PHASE			
B&B ENG LABOR:	\$	20,344.00	
B&B SURV LABOR:	\$	-	
SUB-CONSULTANTS:	\$	63,624.05	
PRE-FINAL DESIGN DIRECT EXPENSES:	\$	2,309.98	
PRE-FINAL DESIGN PHASE FEE:			\$ 86,278.03
4 - FINAL DESIGN PHASE			
B&B ENG LABOR:	\$	18,163.00	
B&B SURV LABOR:	\$	-	
SUB-CONSULTANTS:	\$	62,009.25	
FINAL DESIGN DIRECT EXPENSES:	\$	3,290.98	
FINAL DESIGN PHASE FEE:			\$ 83,463.24
5 - BID PHASE			
B&B ENG LABOR:	\$	3,002.50	
B&B SURV LABOR:	\$	-	
SUB-CONSULTANTS:	\$	8,828.37	
BID PHASE DIRECT EXPENSES:	\$	1,703.51	
BID PHASE COSTS:			\$ 13,534.37
6 - CONSTRUCTION PHASE			
B&B ENG LABOR:	\$	4,140.00	
B&B SURV LABOR:	\$	-	
SUB-CONSULTANTS:	\$	31,894.03	
CONSTRUCTION PHASE DIRECT EXPENSES:	\$	3,195.47	
CONSTRUCTION PHASE COSTS:			\$ 39,229.50

TECHNICAL SPECIALTY/SUBCONSULTANT'S FEES:

Project Manager/Civil Engineer	Brock & Bustillos Inc.	\$	86,818.50
Surveying	Brock & Bustillos Inc.	\$	138,530.25
Geotechnical Engineer	CQC Testing and Engineering, L.L.C.	\$	34,950.00
Photogrammetric Mapping	Aerotech Mapping, Inc.	\$	23,800.00
Landscape Architecture & Irrigation	Sites Southwest	\$	159,795.00
Traffic & Electrical Engineering	Lee Engineering Inc.	\$	121,672.78
Project Related Expenses		\$	29,567.31
		\$	595,133.84

TOTAL DESIGN FEES	\$	542,369.97
TOTAL BID COSTS	\$	13,534.37
CONSTRUCTION ADMIN COSTS	\$	39,229.50
TOTAL CONTRACT AMOUNT	\$	595,133.84

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PROJECT BUDGET SHEET-DETAILED SCOPE-HOURS
Brock & Buellco Inc.

PROJECT NAME:		Whitfield Station Roadway Lighting & Landscaping Improvements for Burnside Park, Gardner Museum, Westminster, Road Road Phase 9 & Executive Center West - St. Louis, MO										
Project #	Project Name	Project Manager	Project Engineer	Project Designer	Project Surveyor	Project Estimator	Project Accountant	Project Administrator	Project Coordinator	Project Assistant	Project Support	Project Total
2019-12-15	2019-12-15	John Doe	John Doe	John Doe	John Doe	John Doe	John Doe	John Doe	John Doe	John Doe	John Doe	0
Task 101	Project Management											
Task 102	Site Investigation & Surveying											
Task 103	Design & Construction											
Task 104	Construction Administration											
Task 105	Final Report & Closeout											
Task 106	Post-Construction Support											
Task 107	Construction Management											
Task 108	Construction Administration											
Task 109	Construction Administration											
Task 110	Construction Administration											
Task 111	Construction Administration											
Task 112	Construction Administration											
Task 113	Construction Administration											
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Task 148	Construction Administration											
Task 149	Construction Administration											
Task 150	Construction Administration											

PROJECT BUDGET SHEET-DETAILED SCOPE-HOURS
Brock & Bustillos Inc.

PROJECT NAME:		Wetlands Wetland Remediation Lighting & Landscaping Improvements for Stamford Park, Elmwood Mountain, Westwood, Road Road Phase 9 & Tenthredin Corner Blvd. - St...								June 06/2028
Phase #	Item #/Description	Project Phases								TOTAL HOURS
		Phase 1: Design	Phase 2: Construction	Phase 3: Operation	Phase 4: Maintenance	Phase 5: Decommissioning	Phase 6: Rehabilitation	Phase 7: Monitoring	Phase 8: Evaluation	
		1800	1000	1000	1300	500	1000	1000	1000	1000
Phase 1	1.01 - 1.05	1800	1000	1000	1300	500	1000	1000	1000	1000
Phase 2	2.01 - 2.05		1000	1000						
Phase 3	3.01 - 3.05			1000	1000					
Phase 4	4.01 - 4.05				1000	1000				
Phase 5	5.01 - 5.05					1000	1000			
Phase 6	6.01 - 6.05						1000	1000		
Phase 7	7.01 - 7.05							1000	1000	
Phase 8	8.01 - 8.05								1000	1000
		1800	1000	1000	1300	500	1000	1000	1000	1000

PROJECT BUDGET SHEET-DETAILED SCOPE-HOURS
Brook & Dunthorn Inc.

Website, Market Research, Lighting & Landscaping Improvements for Sunland Park, Boulder Mountain, Westminster, Boulder Road Plaza 2 & 6 South Center Blvd. - Substation # 2020-0043											10/20/20
Principal Engineer	Project Manager	Project Engineer	Senior Survey	Surveyor P L S	Senior Estimator	Senior Estimator	Senior Estimator	Senior Estimator	Senior Estimator	Senior Estimator	TOTAL
Nancy P. Smith, PE	Roman Burtless, PE	Heather Mathews, PE	Karen Anderson, PLS	2-Mat Carr	Jorge Morrison	Gregory Occorsio	Chris Brown	Chris Brown	Chris Brown	Chris Brown	HOURS
2020.00	148.00	67.00	148.00	180.00	170.00	120.00	70.00	70.00	70.00	66.00	TOTAL
Task 01 - Project Review and Submittal Review (Sunland Plaza)											
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Brock & Bustillos Inc.
Rates Effective: August 1, 2019

Surveying
Hourly
Rate
Schedule

Professional

Senior Survey Manager/R.P.L.S.	\$190.96
Surveyor/R.P.L.S.	\$157.00

Technical

GIS Technician	\$106.09
Senior Surveying Technician	\$120.00
Surveying Technician	\$101.47
Senior Surveying CAD Draftsman	\$101.47
Surveying CAD Draftsman	\$76.37
Surveying CAD Draftsman - Intern	\$51.28

Administrative

Administrative Assistant	\$64.00
Administrative Clerk	\$53.00

Field Survey Crews

One Man Survey Crew (Regular Rate-Party Chief)	\$102.56
Two Man (Regular Rate-Party Chief, Rodman)	\$158.20
Three Man (Regular Rate-Party Chief, Instrumentman, Rodman)	\$190.93
Four Man (Regular Rate-Party Chief, Instrumentman, 2-Rodmen)	\$218.20
Flagger (Regular Rate) *This rate can be added to any of the above crews and is per individual Flagger.	\$42.55

Special Field Survey Crew Equipment

Safety - Traffic Control Plan (Typical)	\$1,600.00	Work Zone
Safety - Traffic Control - Setup & Maintenance (Can be Project Specific)	\$402.00	Day
Mileage - Survey 4X4 Vehicles	\$0.92	Mile
Quad All Terrain Runner Usage	\$131.00	Day
Ranger All Terrain Vehicle Usage	\$131.00	Day
*Surveying Supplies (ie, lithes, stakes, flagging, whiskers, nails, rebar, markers, etc. are to be determined per individual task.)		

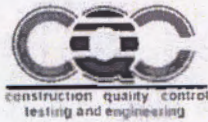
Other Direct Costs

Mileage - Personal Owned Vehicles	\$0.580	Mile
Postage - Letter Size	\$0.550	Each
Copies (8.5 X 11) - Bond (B&W)	\$0.20	Each
Copies (8.5 X 11) - Bond (Color)	\$0.50	Each
Copies (11 X 17) - Bond (B&W)	\$0.60	Each
Copies (11 X 17) - Bond (Color)	\$1.00	Each
Copies (18 X 24) - Bond (B&W)	\$3.50	Each
Copies (18 X 24) - Bond (Color)	\$5.50	Each
Copies (24 X 36) - Bond (B&W)	\$7.00	Each
Copies (24 X 36) - Bond (Color)	\$13.00	Each
Copies (30 X 42) - Bond (B&W)	\$9.00	Each
Copies (30 X 42) - Bond (Color)	\$15.00	Each
Copies (36 X 48) - Bond (B&W)	\$16.00	Each
Copies (36 X 48) - Bond (Color)	\$19.00	Each
Copies (8.5 X 11) - Mylars (B&W)	\$4.00	Each
Copies (11 X 17) - Mylars (B&W)	\$5.00	Each
Copies (18 X 24) - Mylars (B&W)	\$8.50	Each
Copies (24 X 36) - Mylars (B&W)	\$13.00	Each
Copies (30 X 42) - Mylars (B&W)	\$16.00	Each
Copies (36 X 48) - Mylars (B&W)	\$16.00	Each
Photographs (Digital Format on CD-ROM)	\$0.20	Each
Aerial Video by Drone (Digital Format on DVD-ROM)	\$50.00	Each
Deliveries	\$40.00	Each

Westside Median Roadway Lighting & Landscape Improvements for Sunland Park, Shadow Mountain, Westwind, Redd Road Phase II & Executive Center Blvd. - Solicitation # 2020-004R

		SUBMITTAL REQUIREMENTS			
# of Shts	Title of Sheet	Conceptual / Investigative	Preliminary	Pre-Final	Final
1	Coversheet and Index of Drawings	20%	50%	85%	100%
1	General Notes		50%	85%	100%
1	General Overall Site Location Plan	25%	50%	85%	100%
2	Horizontal Control Plan		50%	85%	100%
4	Demolition Plans	50%	50%	85%	100%
2	Overall Site Plans	30%	70%	85%	100%
10	Overall Site Civil Cross-Sections		70%	85%	100%
4	Overall Site Civil Details		70%	85%	100%
18	Overall Site Utility Plans (W,WW,SS,G,E,T)	30%	70%	85%	100%
6	Overall Site Utility Details		70%	85%	100%
6	Overall Site Landscape Plans	30%	70%	85%	100%
4	Overall Site Landscape Typical Details		70%	85%	100%
6	Overall Site Planting Plans		70%	85%	100%
4	Overall Site Planting Details & Notes		70%	85%	100%
1	Overall Irrigation Layout	30%	70%	85%	100%
10	Overall Site Irrigation Plans		70%	85%	100%
4	Overall Site Irrigation Typical Details & Notes		70%	85%	100%
4	Overall Site Illumination Plans	20%	70%	85%	100%
2	Overall Site Illumination Details		70%	85%	100%
2	Signage and Striping Plans		70%	85%	100%
2	Signage and Striping Details		70%	85%	100%
6	Storm Water Pollution Prevention Plan		70%	85%	100%
	TECHNICAL SPECIFICATIONS	Outline Specs	70%	85%	100%
100	TOTAL SHEETS	37	100	100	100

**SUBCONSULTANT'S
SCOPE & FEES**



4606 Titanic Avenue
El Paso, Texas 79904
Ph. (915) 771-7766
Fx. (915) 771-7786

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

November 21, 2019 (Revised January 8, 2020)

Brock & Bustillos Inc.
417 Executive Center Blvd.
El Paso, Texas 79902

Attn.: Mr. Roman Bustillos, P.E., CNU-A
President

Re: Proposal for General Geotechnical Subsurface Soils Evaluation
Westside Median Roadway Lighting & Landscaping Improvements Project for
Sunland Park, Shadow Mountain, Westwind, Redd Road Phase II &
Executive Center Blvd. Solicitation No. 2020-004R
El Paso, El Paso County, Texas
CQC Proposal No. PGCQC19-085

Dear Mr. Bustillos:

In response to your request, CQC Testing and Engineering, L.L.C. (CQC) is pleased to provide **Brock & Bustillos Inc. (Client)** with this revised proposal to conduct a general geotechnical subsurface soils evaluation for the above referenced project. We thank you for providing our firm an opportunity to provide professional geotechnical consulting services on this City of El Paso (CoEP, Owner) median improvements project. This revised proposal presents our understanding of the project, our proposed scope of services, our estimated lump sum fee, and our standard terms and conditions associated with our services on this project.

I. General Project Description

Based on our understanding of the project scope of design work and aerial street plans within the project limits provided by our Client, we understand that the proposed project shall consist of street median improvements in west El Paso, El Paso County, Texas. We understand that the project limits include Sunland Park Drive from Doniphan Drive to Mesa Street, Shadow Mountain Drive / Westwind Drive from Mesa Street to Redd Road, Redd Road from Montoya Road to Interstate Highway 10, and Executive Center Blvd from Paisano Drive to Mesa Street with a total length of approximately 7.5 miles. We understand that the improvements shall include the design of roadway arterial lighting and median landscaping. Site work is anticipated to include curbing, roadway illumination, sidewalks, median landscaping, signage, pavement markings for bike lanes and asphaltic-concrete pavement.

The areas where geotechnical borings shall be completed currently contain existing medians and pavement. CQC anticipates that existing medians shall be able to support our truck mounted drill rig. Our estimated fee does not include costs for the replacement of distressed or cracked curbs and rutted landscaped areas.

II. General Requested Subsurface Exploration Evaluation

Our proposed general subsurface soils evaluation shall consist of drilling a total of twenty-two (22) vertical subsurface exploration borings to depths ranging from 6½ to 15 feet, each below the existing ground surface elevation at the time of our subsurface soils evaluation. In general, the borings shall be adequately spaced at approximately 1,800 linear feet intervals within each of the project limits.



The general boring locations are indicated on the attached General Geotechnical Subsurface Exploration Boring Location Aerial Plans, Sheets 1 through 10. The following table lists the boring locations, number of borings and approximate exploration depths

Boring Location	Number of Borings	Depth (feet)
Sunland Park Drive	7	15
Shadow Mountain Drive / Westwind Drive	7 2	15 6½
Redd Road	2 2	15 6½
Executive Center Blvd.	2	15

The borings shall be completed to the above mentioned depths or auger refusal, whichever is shallower. The borings shall be logged in the field by our geotechnical engineering technical staff. If groundwater or water seepage is immediately encountered during our field activities, the depth shall be recorded.

The borings shall be drilled in general accordance with standard procedures using a truck-mounted rotary-drilling rig utilizing hollow stem augers. During our drilling activities SPTs, in accordance with ASTM procedures, shall be collected at discrete intervals to the maximum boring depths to estimate the relative field bearing capacity of the subsurface soils. In conjunction with our penetration tests, soil samples shall be collected using conventional split-spoon sampling techniques or as required based on the encountered soil conditions.

All collected soil samples from borings shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples shall be sealed to prevent moisture loss and transported to our laboratory for further observation and engineering soil classification testing on selected soil samples.

At the completion of our field operations, each boring shall be backfilled with auger cuttings and firmly compacted at the ground surface elevation and grouted to at least a depth of 12 inches below the existing asphalt and/or concrete surface elevation. We respectfully request that our Client's land surveyor include our exploration boring locations within their scheduled survey points, so that we may report ground elevations and coordinates for each exploration boring, if required.

We also request that our Client provide CQC with existing utility as-built drawings and/or information for the subject project site to reduce the potential of penetrating through underground utilities during our drilling and field activities.

CQC shall assist in locating the borings in the field and call Texas811 to request utility locates. However, it should be noted that typically the utility line locators will not mark utility lines within private property. As a result, subsurface exploration borings shall not be performed in areas where utility lines are not



appropriately marked or identified in the field to avoid a potential unsafe working condition for our employees. If this condition occurs, CQC shall meet with our Client to review the field conditions and relocate the soil borings, if necessary.

In order to further mitigate the potential of penetrating underground utilities, a limited Ground Penetrating Radar (GPR) survey shall also be performed in areas where utility locations are not well defined to aid in locating and identifying any existing underground utilities or any other underground features prior to our subsurface exploration described above. A GSSI SIR-3000 control unit along with a 400 MHz antenna, which is generally capable of scanning to a maximum depth of about 5 feet, shall be utilized for this project. The GPR work shall be performed by our subconsultant GPRS, Inc.

Our laboratory engineering soil classification tests shall be limited to soil moisture contents, plasticity index tests, sieve analysis tests, up to eight (8) soil moisture-density relationship tests and up to eight (8) soil CBR tests performed in general accordance with applicable ASTM test procedures. CQC shall also provide ten (6) soils analysis for nutrient testing at the landscaping area for the above referenced project. The soils analysis testing services that shall be performed for this project consist of pH, Nitrogen, Phosphorus, Potassium, Sulfur, Calcium, Magnesium, Sodium, Zinc, Iron, Manganese and Copper.

Our engineering soil classification laboratory tests do not include chemical analysis of collected soil samples for environmental assessment purposes.

We anticipate that traffic control shall be required at the time of our field activities. As a result, our revised proposal includes costs to submit traffic control permits to the City of El Paso and to provide cones and signs to perform our geotechnical drilling services. Our scope of work does not include lane closures or drilling activities during evening hours or beyond normal business working hours. In the event that these services or working periods are required as a result of permitting requirements, an additional fee proposal shall be submitted to our Client for authorization. A street cut permit shall also be submitted to the City of El Paso for approval, as required.

III. Soils Evaluation Report and Schedule

At the completion of our soil exploration drilling activities, soil evaluation and classification testing, a formal written report shall be prepared and provided to our Client. Our soils evaluation report shall provide a boring location plan, subsurface exploration boring logs, laboratory engineering soil classification test results, and recommendations to guide the design of foundations by structural engineer and sitework by the civil engineer.

We anticipate that we may commence our drilling activities within fifteen (15) working days from our Client's written notice to proceed and once all the permits to commence our scope of work have been secured by our Client and utility lines have been marked at the site at our proposed boring locations. An electronic pre-final review and comment report shall be provided within four (4) weeks after the completion of our field evaluation activities. An electronic PDF copy of the final report shall be provided once comments are received from our pre-final report submittal.

IV. Estimated Lump Sum Fee and Scope of Work Terms

We propose to provide the scope of work defined in this revised proposal for an estimated lump sum fee of **\$34,950.00**. Our estimated fee anticipates that the project limits shall be accessible to our truck mounted drilling rig and support vehicles.




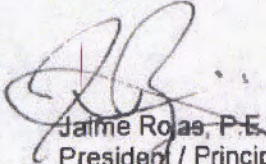
Our scope of work under this revised proposal does not include the following: surveying services, delineation of buried materials and/or structures, a groundwater or water seepage study, sink hole study, landslide study, global slope stability of the site, replacement of concrete curbs or landscaping areas, preparation of engineering plans, bid specifications, engineering cost estimates, an environmental assessment of the project sites air, soil, water, site fault delineation and evaluation, delineation of subsurface flowing water either on or adjacent to the project site limits, the development of a dewatering plan, development of a trench safety plan, construction materials testing services during construction, an assessment of the potential impacts or distress to existing structures on or adjacent to the project site resulting from construction activities, and directing or controlling the means and methods utilized by contractors during the construction of the project. CQC and our Client shall have no liability for claims resulting from the contractor's selected means and methods of construction.

Our services shall be performed in accordance with the scope of services described in this revised proposal. By approving this revised proposal, our Client agrees to retain our services for the above estimated fee. We understand that our services shall be performed in accordance with the Standard Terms and Conditions of our Clients master agreement.

Our invoices are due and payable at 4606 Titanic Avenue, El Paso, Texas 79904. All parties hereby agree that this agreement upon acceptance will be performable in El Paso County, Texas. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this revised proposal. This revised proposal is valid for a period of up to 60 days. CQC reserves the right to reevaluate our revised proposal beyond the referenced period. Again, we appreciate the opportunity to submit this revised proposal. Should you have any questions or comments regarding this revised proposal, please feel free to contact us.

Respectfully Submitted,
CQC Testing and Engineering, L.L.C.
TBPE Firm Registration No. F-10632


Carlos Saucedo, P.E.
Project Engineer
csaucedo@cqceng.com


Jaime Rojas, P.E.
President / Principal Engineer
jrojas@cqceng.com

Accepted Revised Proposal Scope of Work, Stated
Exclusions and Standard Terms and Conditions.
Authorized Client Representative

Signature: _____

Date: _____

Print Name/Title: _____

Company Name: _____

Address: _____

City, State: _____

Phone Number: _____

Attachments: 1.) General Geotechnical Exploration Boring Location Aerial Plans, Sheets 1 through 10

Copies: 1.) Above Addressee – 1 copy by e-mail (roman@brockbustillos.com)
(sergio@brockbustillos.com)

D:\Dropbox\CQC Files\CQC Working Files\GEO\Proposals\2019\Main GEOTECH Proposals\19-085 - CoEP Westside Lighting Project (B&B)\3-Proposal and Cost Estimate\revised 010820\19-085 proposal rev 2.docx



Note * Vertical boring locations are approximate and may be relocated based on the actual current site conditions and existing overhead and underground utility locations.



General Geotechnical Subsurface Exploration Boring Location Aerial Plan

CoEP – Westside Median Improvements Project
Sunland Park Dr. From Doniphan Dr. to I-10
El Paso, El Paso County, Texas

Client: Brock & Bustillos Inc.

CQC Proposal No. PGCQC19-085

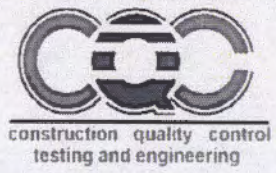
Scale: NTS

Check by: JR

Date: 11/21/19 (Rev 01/08/2020) Sheet 1



Note * Vertical boring locations are approximate and may be relocated based on the actual current site conditions and existing overhead and underground utility locations.



General Geotechnical Subsurface Exploration Boring Location Aerial Plan

CoEP – Westside Median Improvements Project
 Sunland Park Dr. From I-10 to Cadiz St.
 El Paso, El Paso County, Texas

Client: Brock & Bustillos Inc.	
CQC Proposal No. PGCQC19-085	
Scale: NTS	Check by: JR
Date: 11/21/19 (Rev 01/08/2020) Sheet 2	



General Geotechnical Subsurface Exploration Boring Location Aerial Plan

CoEP – Westside Median Improvements Project
 Sunland Park Dr. From Cadiz St. to N. Mesa St.
 El Paso, El Paso County, Texas

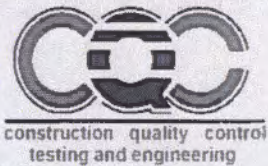
Client: Brock & Bustillos Inc.

CQC Proposal No. PGCQC19-085

Scale: NTS

Check by: JR

Date: 11/21/19 (Rev 01/08/2020) Sheet 3



**General Geotechnical Subsurface Exploration
Boring Location Aerial Plan**

CoEP – Westside Median Improvements Project
Shadow Mountain Dr./Westwind Dr. From N. Mesa
St. to Northwind Dr.
El Paso, El Paso County, Texas

Client: Brock & Bustillos Inc.

CQC Proposal No. PGCQC19-085

Scale: NTS

Check by: JR

Date: 11/21/19 (Rev 01/08/2020) Sheet 4



Note * Vertical boring locations are approximate and may be relocated based on the actual current site conditions and existing overhead and underground utility locations.



**General Geotechnical Subsurface Exploration
Boring Location Aerial Plan**

CoEP – Westside Median Improvements Project
Westwind Dr. From Northwind Dr. to Pino Real Dr.
El Paso, El Paso County, Texas

Client: Brock & Bustillos Inc.

CQC Proposal No. PGCQC19-085

Scale: NTS

Check by: JR

Date: 11/21/19 (Rev 01/08/2020) Sheet 5



Note * Vertical boring locations are approximate and may be relocated based on the actual current site conditions and existing overhead and underground utility locations.

LEGEND

⊕ B-13: Exploration Boring Number, Approximate Depth and



**General Geotechnical Subsurface Exploration
Boring Location Aerial Plan**

CoEP – Westside Median Improvements Project
Westwind Dr. From Pino Real Dr. to Villa Hermosa
Dr.
El Paso, El Paso County, Texas

Client: Brock & Bustillos Inc.	
CQC Proposal No. PGCQC19-085	
Scale: NTS	Check by: JR
Date: 11/21/19 (Rev. 01/08/2020) Sheet 6	



Note * Vertical boring locations are approximate and may be relocated based on the actual current site conditions and existing overhead and underground utility locations.

LEGEND
 B-15: Exploration Boring Number, Approximate Depth and Location.



General Geotechnical Subsurface Exploration Boring Location Aerial Plan
 CoEP – Westside Median Improvements Project
 Westwind Dr. From Villa Hermosa Dr. to Redd Rd.
 El Paso, El Paso County, Texas

Client: Brock & Bustillos Inc.	
CQC Proposal No. PGCQC19-085	
Scale: NTS	Check by: JR
Date: 11/21/19 (Rev 01/08/2020) Sheet 7	



Note * Vertical boring locations are approximate and may be relocated based on the actual current site conditions and existing overhead and underground utility locations.



General Geotechnical Subsurface Exploration Boring Location Aerial Plan

CoEP – Westside Median Improvements Project
 Redd Road From Montoya Rd. to Doniphan Dr.
 El Paso, El Paso County, Texas

Client: Brock & Bustillos Inc.

CQC Proposal No. PGCQC19-085

Scale: NTS

Check by: JR

Date: 11/21/19 (Rev 01/08/2020) Sheet 8



Note * Vertical boring locations are approximate and may be relocated based on the actual current site conditions and existing overhead and underground utility locations.

LEGEND
 ⊕ B-19: Exploration Boring Number, Approximate Depth and Location.



General Geotechnical Subsurface Exploration Boring Location Aerial Plan

CoEP – Westside Median Improvements Project
 Redd Road From Doniphan Dr. to I-10
 El Paso, El Paso County, Texas

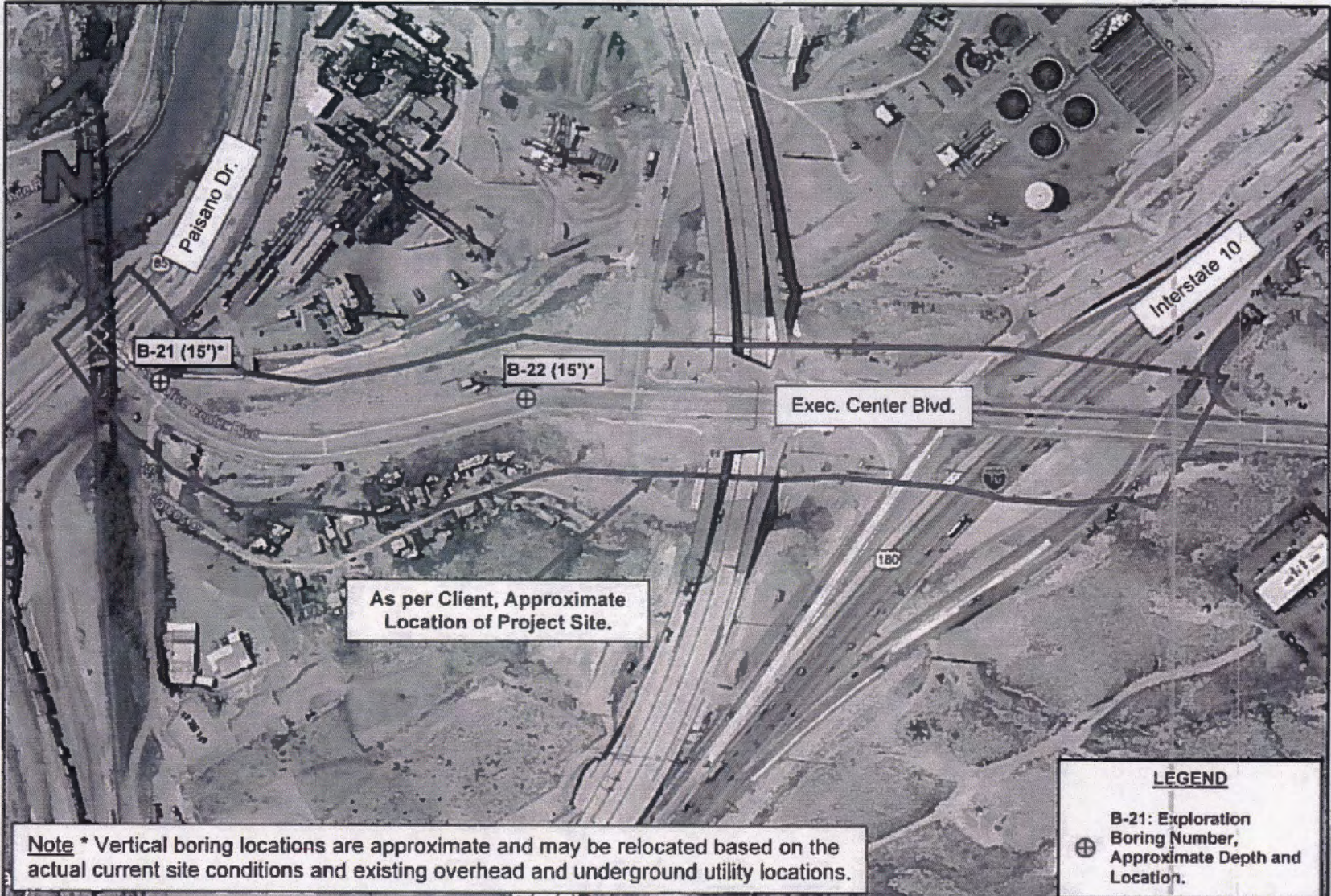
Client: Brock & Bustillos Inc.

CQC Proposal No. PGCQC19-085

Scale: NTS

Check by: JR

Date: 11/21/19 (rev 01/08/2020) Sheet 9



General Geotechnical Subsurface Exploration Boring Location Aerial Plan

CoEP – Westside Median Improvements Project
 Executive Center Blvd. From Paisano Dr. to I-10
 El Paso, El Paso County, Texas

Client: Brock & Bustillos Inc.

CQC Proposal No. PGCQC19-085

Scale: NTS

Check by: JR

Date: 11/21/19 (Rev 01/08/2020) Sheet 10



221 North Kansas Street
Suite 700
El Paso, Texas 79901
(520) 561-6537

November 25, 2019

Aaron Alvarado, RPLS
Brock & Bustillos Inc.
417 Executive Center Boulevard
El Paso, Texas 79902

Proposal: Westside Median Project

AeroTech Mapping, Inc., (ATM) is pleased to present the following cost proposal for aerial photography and photogrammetric services for the above mentioned project.

Photogrammetric Scope of Work

Our professional services will begin with the production of 1"=40', 1 foot topographical information, planimetric detail and digital orthophoto covering the approximate 323 acres located in El Paso, Texas. The aerial mapping limits are indicated in green on the attached layout.

The photography will consist of 5 flight lines and 63 exposures utilizing 4.5cm digital imagery. Accuracies of plus or minus 0.295' can be expected as it relates to the topographical information generated from the Digital Terrain Modeling (DTM) information. Accuracies of plus or minus 0.196' can be expected as it relates to the DTM information itself.

Project accuracy to conform to generally accepted photogrammetric standards established by the American Society of Photogrammetry and Remote Sensing (ASPRS).

Aerial Ground Control

We understand that **Brock & Bustillos Inc.** will be responsible for the establishment of aerial ground control for the aerial survey. A total of 36 aerial targets are needed for this project, and a layout showing their locations is attached. The aerial target sizes should be in the order of 6" wide and measure 6' in total length.

Deliverables

Deliverables will consist of a hard-copy plot and flash drive containing the DTM information used for the generation of topographical information, the contour information, planimetric detail, the .tfw image limit file, orthophoto TIFF image and .dwg image limits file which will allow for bringing the image into its proper coordinate position.

Final delivery of the digital information will be supplied in AutoCAD, or as directed by **Brock & Bustillos, Inc.** The layering scheme will be standard ATM layering.

ARIZONA

CALIFORNIA

NEVADA

NEW MEXICO

TEXAS

www.atmlv.com



Estimated Project Schedule

ATM anticipates completing this project 23 consecutive working days after date of photography, or receipt of control, whichever is later. Please note certain delays may exist, i.e., weather and/or air flight restrictions, that are beyond our control.

Summary & Terms

Summary for Photogrammetric Services		
Service	Description	Schedule
Aerial Photography	4.5cm Digital Imagery	23 Working Days
Overlap	60%	
Aerial Ground Control	36 Aerial Targets (6"x6')	
Contour Interval	1 Foot (DTM & Breaklines)	
Mapping Scale	1" = 50'	
Stereo Model Count	58	
Planimetric	Full Detail	
Plot	One Overall Photo / Topo Plot	
Format	AutoCAD	
Layers	ATM	
Digital Orthophoto	Color, TIFF, 0.15' Pixel Resolution	
Total Fee		

Payment Schedule Net 30 Days

This proposal will remain effective for 60 days after the date of this letter. If you have any questions, please do not hesitate to contact us at any time. ATM appreciates the opportunity of submitting this proposal and we look forward to working with Brock & Bustillos Inc.

Your signature in the space provided below indicates your acceptance of the scope of work and terms of the proposal and serves as our Notice to Proceed.

Sincerely,

Tim Burrows
Account Manager

Accepted By: Brock & Bustillos Inc.

Aaron Alvarado

Client Project Number

Date

Landscape Architectural Scope of Services/Person Hours for
Westside Streetscapes
(Sunland Park, Shadow Mountain, Westwind, Redd Rd - Phase 2 & Executive Center Roadway, Lighting & Landscape Improvements)
1/8/2020 (Revised)

Task Description	Principal Landscape Architect		Project Designer/ Graphics Specialist		Landscape Designer 2		Administrative Assistant		SITES SOUTHWEST TOTALS
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
		\$150.00		\$95.00		\$75.00		\$65.00	
1. Design Phase									
- Site Visit & Groundtruth Landscape Demo Items	6	\$900.00	12	\$1,140.00	12	\$900.00		\$0.00	\$2,940.00
* Concept Layout Design Phase									
- Design Analysis & Conceptual Plan Layouts & Sketches	6	\$900.00	10	\$950.00	34	\$2,550.00		\$0.00	\$4,400.00
- Revisions to Conceptual Plan Layouts & Sketches to illustrate Designs for each	2	\$300.00	12	\$1,140.00	24	\$1,800.00		\$0.00	\$3,240.00
- 2D Plan Renderings (max. 3 - 24x36 renderings)	2	\$300.00	6	\$570.00	24	\$1,800.00		\$0.00	\$2,670.00
* -Preliminary Design Phase (30% complete)									
- Landscape Demolition Plans	2	\$300.00	10	\$950.00	96	\$7,200.00		\$0.00	\$8,450.00
- Landscape Construction Plans	2	\$300.00	10	\$950.00	88	\$6,600.00		\$0.00	\$7,850.00
- Planting Plans	2	\$300.00	10	\$950.00	76	\$5,700.00		\$0.00	\$6,950.00
- Irrigation Plans	2	\$300.00	10	\$950.00	70	\$5,250.00		\$0.00	\$6,500.00
- Landscape & Irrigation Details & Notes Sheets	2	\$300.00	6	\$570.00	24	\$1,800.00		\$0.00	\$2,670.00
- Specifications (Preliminary)	2	\$0.00	4	\$380.00		\$0.00	4	\$260.00	\$640.00
- Construction Cost Estimate (Preliminary)	2	\$0.00	6	\$570.00	12	\$900.00	3	\$195.00	\$1,665.00
- QA/QC	10	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
* Pre-Final Design Phase (60% complete)									
- Landscape Demolition Plans	2	\$300.00	10	\$950.00	68	\$5,100.00		\$0.00	\$6,350.00
- Landscape Construction Plans	2	\$300.00	10	\$950.00	68	\$5,100.00		\$0.00	\$6,350.00
- Planting Plans	2	\$300.00	10	\$950.00	78	\$5,850.00		\$0.00	\$7,100.00
- Irrigation Plans	2	\$300.00	10	\$950.00	78	\$5,850.00		\$0.00	\$7,100.00
- Landscape & Irrigation Details & Notes Sheets	2	\$300.00	10	\$950.00	20	\$1,500.00		\$0.00	\$2,750.00
- Specifications (Pre-final)	2	\$300.00	6	\$570.00		\$0.00	4	\$260.00	\$1,130.00
- Construction Cost Estimate (Pre-Final)	2	\$300.00	6	\$570.00	16	\$1,200.00	3	\$195.00	\$2,265.00
- QA/QC	14	\$2,100.00		\$0.00		\$0.00		\$0.00	\$2,100.00
* Final Design Phase (90 & 100% complete)									
- Landscape Demolition Plans	2	\$300.00	10	\$950.00	64	\$4,800.00		\$0.00	\$6,050.00
- Landscape Construction Plans	2	\$300.00	10	\$950.00	76	\$5,700.00		\$0.00	\$6,950.00
- Planting Plans	2	\$300.00	10	\$950.00	82	\$6,150.00		\$0.00	\$7,400.00
- Irrigation Plans	2	\$300.00	10	\$950.00	98	\$7,350.00		\$0.00	\$8,600.00
- Landscape & Irrigation Details & Notes Sheets	2	\$300.00	5	\$475.00	20	\$1,500.00		\$0.00	\$2,275.00
- Specifications (Final)	1	\$150.00	4	\$380.00		\$0.00	4	\$260.00	\$790.00
- Construction Cost Estimate (Final)	4	\$600.00	6	\$570.00	12	\$900.00	3	\$195.00	\$2,265.00
- Final QA/QC	18	\$2,700.00		\$0.00		\$0.00		\$0.00	\$2,700.00
- Final 2D Plan Renderings (max 3-24x36 rendering) for mounting at public me	2	\$300.00	6	\$570.00	18	\$1,350.00	1	\$65.00	\$2,285.00
* Meetings & Coordination									
- City of El Paso Meetings for redlines & review (3)	12	\$1,800.00	12	\$1,140.00		\$0.00		\$0.00	\$2,940.00
- COEP Processing & Coordination	2	\$300.00	6	\$570.00		\$0.00		\$0.00	\$870.00
- Public Meeting Attendance (2)	6	\$900.00	6	\$570.00		\$0.00		\$0.00	\$1,470.00
* Bidding Phase Services									
- Finalize Bid Documents	2	\$300.00	12	\$1,140.00		\$0.00	6	\$390.00	\$1,830.00
- Attend Pre Bid Meeting	3	\$450.00	3	\$285.00		\$0.00		\$0.00	\$735.00
- Plan Clarifications	2	\$300.00	8	\$760.00	4	\$300.00		\$0.00	\$1,360.00
- Prepare Addenda	2	\$300.00	6	\$570.00	8	\$600.00	2	\$130.00	\$1,600.00

**Landscape Architectural Scope of Services/Person Hours for
Westside Streetscapes
(Sunland Park, Shadow Mountain, Westwind, Redd Rd - Phase 2 & Executive Center Roadway, Lighting & Landscape Improvements)
1/8/2020 (Revised)**

Task Description	Principal/ Landscape Architect		Project Designer/ Graphics Specialist		Landscape Designer 2		Administrative Assistant		SITES SOUTHWEST TOTALS
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
* - Direct Expenses: Printing, Copies, Mileage		\$0.00		\$0.00		\$0.00		\$0.00	\$750.00
Design Phase Subtotal	132	\$17,700.00	272	\$25,840.00	1170	\$87,750.00	30	\$1,960.00	\$133,990.00
2. Construction Phase Services									
* - Attend Pre Construction Meeting	3	\$450.00	3	\$285.00		\$0.00		\$0.00	\$735.00
* - Review Submittals & RFI's	4	\$600.00	6	\$570.00	12	\$900.00		\$0.00	\$2,070.00
* - Attend Construction Site Visits (16 total) & Report Generation	16	\$2,400.00	48	\$4,560.00		\$0.00	16	\$1,040.00	\$8,000.00
* - Punch List & Final Back-Check Walkthru & reports (2 total)	12	\$1,800.00	40	\$3,800.00	40	\$3,000.00	8	\$520.00	\$9,120.00
* - As-built Drawings		\$0.00	6	\$570.00	18	\$1,350.00		\$0.00	\$1,920.00
* - Construction Coordination	4	\$600.00	8	\$760.00	16	\$1,200.00		\$0.00	\$2,560.00
* - Direct Expenses: Printing & Mileage		\$0.00		\$0.00		\$0.00		\$0.00	\$1,400.00
	39	\$5,850.00	111	\$10,545.00	86	\$6,450.00	24	\$1,560.00	\$25,805.00
TOTAL ALL PHASES	171	\$23,550.00	383	\$36,385.00	1,256	\$94,200.00	54	\$3,510.00	\$159,795.00

Notes

LEE ENGINEERING, LLC.
PROJECT BUDGET SHEET

PROJECT NAME	Total El Paso Station Improvements				February 2, 2025			
	EIT NUMBER	WEEKLY RATE	DIST	TOTAL	EIT NUMBER	WEEKLY RATE	DIST	TOTAL
1. LEE CONCEPT LAYOUT DESIGN PHASE LABORS	1.1	1,200.00	1	1,200.00				
	1.2	1,200.00	1	1,200.00				
	1.3	1,200.00	1	1,200.00				
	1.4	1,200.00	1	1,200.00				
	1.5	1,200.00	1	1,200.00				
	1.6	1,200.00	1	1,200.00				
	1.7	1,200.00	1	1,200.00				
	1.8	1,200.00	1	1,200.00				
	1.9	1,200.00	1	1,200.00				
	1.10	1,200.00	1	1,200.00				
	1.11	1,200.00	1	1,200.00				
	1.12	1,200.00	1	1,200.00				
TOTAL FOR CATEGORY 1				12,000.00				
2. LEE PRELIMINARY DESIGN PHASE LABORS	2.1	1,200.00	1	1,200.00				
	2.2	1,200.00	1	1,200.00				
	2.3	1,200.00	1	1,200.00				
	2.4	1,200.00	1	1,200.00				
	2.5	1,200.00	1	1,200.00				
	2.6	1,200.00	1	1,200.00				
	2.7	1,200.00	1	1,200.00				
	2.8	1,200.00	1	1,200.00				
	2.9	1,200.00	1	1,200.00				
	2.10	1,200.00	1	1,200.00				
	2.11	1,200.00	1	1,200.00				
	TOTAL FOR CATEGORY 2				12,000.00			
3. LEE CONSTRUCTION ADMINISTRATION PHASE LABORS	3.1	1,200.00	1	1,200.00				
	3.2	1,200.00	1	1,200.00				
	3.3	1,200.00	1	1,200.00				
	3.4	1,200.00	1	1,200.00				
	3.5	1,200.00	1	1,200.00				
	3.6	1,200.00	1	1,200.00				
	3.7	1,200.00	1	1,200.00				
	3.8	1,200.00	1	1,200.00				
	3.9	1,200.00	1	1,200.00				
	3.10	1,200.00	1	1,200.00				
	3.11	1,200.00	1	1,200.00				
	TOTAL FOR CATEGORY 3				12,000.00			
TOTAL FOR ALL CATEGORIES				36,000.00				

PROJECT BUDGET SHEET-DETAIL
Lee Engineering, LLC

PROJECT NAME:
West El Paso Median Improvements

Jan09/2020

Project #:	2019-0948	Principal Engineer	Paul Barricklow, P.E., PTOE	Project Manager	Willie Runak, P.E., PTOE	Project Engineer	Devo Sules, PE	Senior Civil Designer	Rhymarc Acosta, EIT	Civil Designer	Mayro Barroza	Engineering CAD Draftsman	Administrative Assistant	TOTAL HOURS
Task 10 -	CONCEPT LAYOUT DESIGN PHASE (Ez Callout Days)		\$375.00	\$100.37		\$1,500.22		\$100.72		\$83.17		\$175.00	\$50.00	
Task 11 -	Project Management													
Task 12 -	Design Meetings, Communication & Reports													
Task 13 -	Coordination with Agencies													
Task 14 -	Coordination with Client													
Task 15 -	Sub-Total Hours - Task 10													
Task 16 -	Location and Pathway Evaluation and Improvement Design													
Task 17 -	Evaluate roadway lighting requirements													
Task 18 -	QA/QC													
Task 19 -	Sub-Total Hours - Task 16													
Task 20 -	Electrical and Illumination Review & Design													
Task 21 -	Perform Street Lighting Analysis for Sunland Park, Shadow Mountain/Westwood, Road Executive													
Task 22 -	Review Alternatives for Tree Burial													
Task 23 -	Conceptual Lighting Layout													
Task 24 -	QA/QC													
Task 25 -	Sub-Total Hours - Task 20													
Task 26 -	Synthesis of Probable Construction Cost													
Task 27 -	Develop Lighting EOP/CC for Concrete													
Task 28 -	QA/QC													
Task 29 -	Sub-Total Hours - Task 26													
Task 30 -	CONCEPT LAYOUT DESIGN PHASE													
Task 31 -	Sub-Total Hours - CONCEPT LAYOUT DESIGN PHASE													
Task 32 -	Sub-Total Hours - CONCEPT LAYOUT DESIGN PHASE													
<p>12.25400 15,437.79 51,782.45 15,021.14 12.00 120.00 114,033.45</p>														

PROJECT BUDGET SHEET-DETAIL
Lee Engineering, LLC

PROJECT NAME: West El Paso Median Improvement

Jan09/2020

Proposal #	2020-0448	Principal Engineer	Project Manager	Project Engineer	Senior Civil Designer	Civil Designer	Engineering CAD Draftsman	Administrative Assistant	TOTAL HOURS
		Fred Barcickova, PE, PTOE	Willie Roman, PE, PTOE	Chris Seale, PE	Research Acosta, EST	Marco Barreza			
		\$275.00	\$194.37	\$120.22	\$105.72	\$41.17	\$75.00	\$50.00	
PRELIMINARY DESIGN PHASE (90 Calendar Days)									
Task 10 -	Project Management								
	Design Meetings, Communication & Records (Design Meeting Report Track Schedule)								
	Coordination with City/Agencies	5.0	2.0	4.0	4.0	4.0			15.0
	General Administration	8.0	0.0	0.0	0.0	0.0			8.0
	Coordination with Client	4.0	0.0	0.0	0.0	0.0			4.0
	Sub-Total Hours - Task 10	17.0	2.0	4.0	4.0	4.0			31.0
Task 20 -	Public Involvement								
	Develop Agenda for Open House Meetings	4.0	0.0	0.0	0.0	0.0			4.0
	Sub-Total Hours - Task 20	4.0	0.0	0.0	0.0	0.0			4.0
Task 104 -	Signage and Markings								
	Review related traffic signs designed by DAB	2.0	0.0	0.0	0.0	0.0			2.0
	Traffic Control Plans and Construction Sequencing	2.0	0.0	0.0	0.0	0.0			2.0
	Review Traffic Control Plans	8.0	0.0	0.0	0.0	0.0			8.0
	Sub-Total Hours - Task 104	12.0	0.0	0.0	0.0	0.0			12.0
Task 120 -	Site and Stormwater Design								
	Perform Street Lighting Design for Sunland Park, Shiloh Mountain/Viewpoint, Fossil, Executive	8.0	0.0	0.0	0.0	0.0			8.0
	Uniform Design for Tree Illumination	4.0	0.0	0.0	0.0	0.0			4.0
	GAO/C	2.0	0.0	0.0	0.0	0.0			2.0
	Sub-Total Hours - Task 120	14.0	0.0	0.0	0.0	0.0			14.0
Task 140 -	Technical Specifications								
	Prepare Notes of Scope	2.0	0.0	0.0	0.0	0.0			2.0
	Determine need of special specifications	2.0	0.0	0.0	0.0	0.0			2.0
	GAO/C	1.0	0.0	0.0	0.0	0.0			1.0
	Sub-Total Hours - Task 140	5.0	0.0	0.0	0.0	0.0			5.0
Task 150 -	Estimation of Preliminary Construction Cost								
	Develop E/C/C/C for Roadway Lighting	8.0	0.0	0.0	0.0	0.0			8.0
	GAO/C	1.0	0.0	0.0	0.0	0.0			1.0
	Sub-Total Hours - Task 150	9.0	0.0	0.0	0.0	0.0			9.0
Sub-Total Labor Cost - PRELIMINARY DESIGN PHASE									
		\$1,311.00	\$1,140.70	\$1,178.67	\$7,420.15	\$1,122.22	\$3,231.00	\$1,500.00	\$17,803.74

PRELIMINARY DESIGN

PROJECT BUDGET SHEET-DETAIL
Lee Engineering, LLC

PROJECT NAME:
West El Paso Median Improvements

Project #:	2019-0448	Principal Engineer	Paul Bantickow, PE, PTOE	Project Manager	Wade Roman, PE, PTOE	Project Engineer	Chris Sobek, PE	Senior Civil Designer	Blowhard Acosta, EIT	Civil Designer	Marco Barrios	Engineering CAD Draftsman	Administrative Assistant	Jan-09/2021	TOTAL HOURS
Task 10 -	PRE-FINAL DESIGN PHASE (18 Calendar Days)	\$275,000	\$198.37	\$120.22	\$100.72	\$75.00	\$75.00								
	Design Meetings, Communication & Records (Design, Monitoring, Report)		4.5												
	Coordination with City/Agencies, Shared COI and Prepare Replies to Design Review Forms		4.0												
	General Administration	1.0													
	Coordination with Client														
Task 100 -	Sub-Total Hours - Task 10		12.0												
	Signage and Markings														
	Review Revised relocated traffic signs designed by S&B		2.0												
Task 110 -	Sub-Total Hours - Task 100		2.0												
	Traffic Control Plans and Construction Sequencing														
Task 120 -	Review Revised Plans and Construction Sequencing		2.0												
	Traffic Control Plans														
Task 130 -	Sub-Total Hours - Task 120		2.0												
	Electrical and Illumination Design														
	Review Street Lighting Design for Surfing Park, Shadow Mountain/Windward, Road Executive		4.0												
	Review Design for Tree Illumination		3.0												
Task 140 -	Sub-Total Hours - Task 130		7.0												
	Technical Specifications														
	Prepare Tech Specs														
	QA/QC														
Task 150 -	Sub-Total Hours - Task 140		7.0												
	Obtainments of Probables Construction Cost														
Task 160 -	Review LRF/RFI for Roadway Lighting		4.0												
	QA/QC														
Task 170 -	Sub-Total Hours - Task 160		4.0												
	Contract Document Deliverables														
Task 180 -	Develop Project Summary Sheet and Project Scope		2.0												
	Prepare Bid Tabulation														
	QA/QC														
Task 190 -	Sub-Total Hours - Task 180		2.0												
	Sub-Total Hours - PRE-FINAL DESIGN PHASE		26.0												
	SUB-TOTAL (4801.00) - PRE-FINAL DESIGN PHASE	\$1,401,191	17,433,845	14,937,977	15,572,339	10,277,100	10,277,100	10,277,100	10,277,100	10,277,100	10,277,100	10,277,100	10,277,100	10,277,100	10,277,100

PROJECT BUDGET SHEET-DETAIL
Lee Engineering, LLC

PROJECT NAME: West El Paso Median Improvements

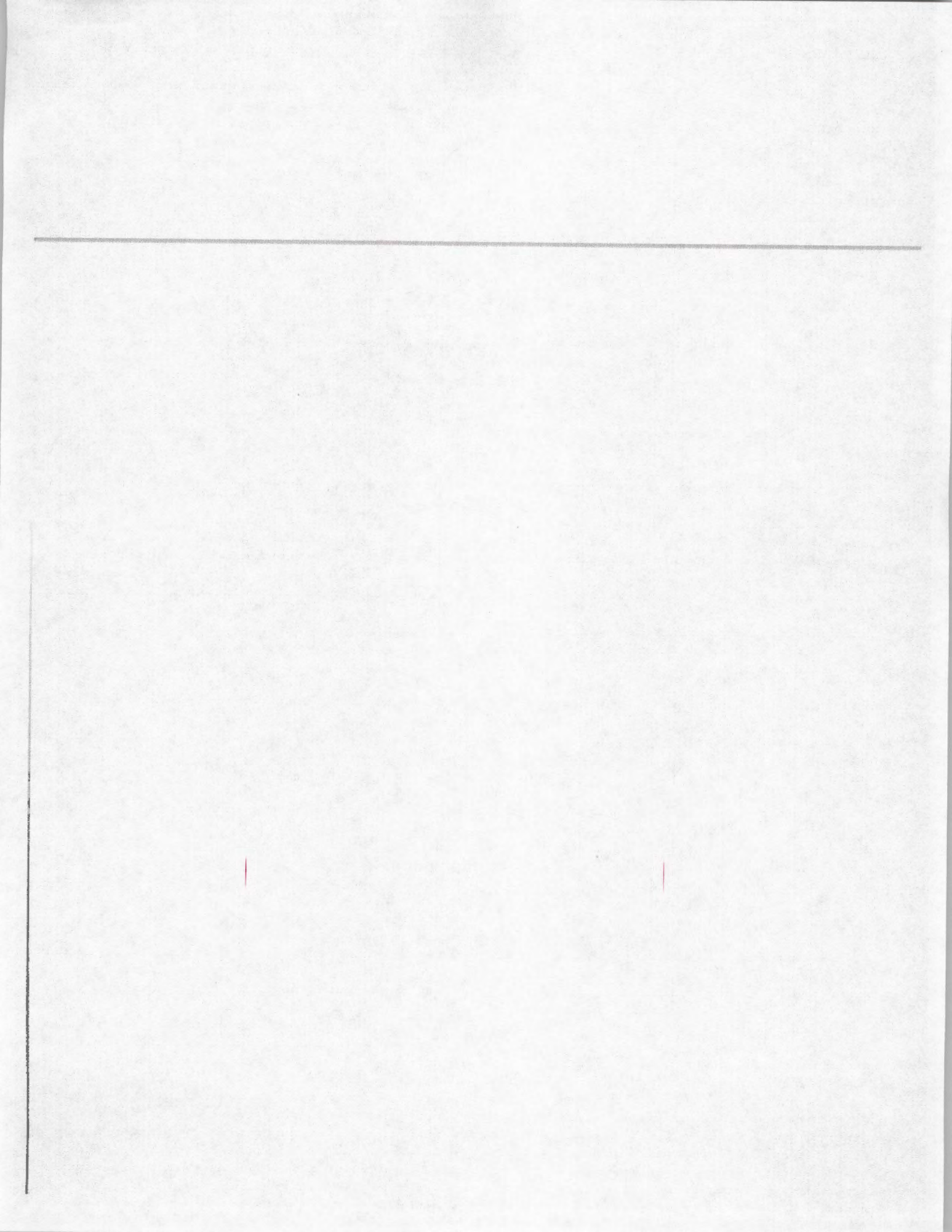
JAN09/0210

Proposal #	3035-0648	Final Engineer	Project Manager	Project Engineer	Senior Civil Designer	Civil Designer	Engineering CAD Draftsman	Administrative Assistant	TOTAL HOURS
		Paul Battilione, PE, PTOE	Willie Roman, PE, PTOE	Chris Sotelo, PE	Blanca Acosta, ET	Marco Barajas			
		\$275.00	\$194.37	\$120.22	\$108.77	\$93.17	\$75.00	\$50.00	
Task 10 -	FINAL DESIGN PHASE (12 Calendar Days) Project Management Design Meetings, Communication, & Reports (Design Monitoring Report) Coordination with City Engineers, Street CAD and Proposal Review in Design, Review Forms General Administration Coordination with Client Sub-Total Hours = Task 10	3.0	2.0	2.0	2.0	2.0			14.0
Task 11 -	Provide Erosion for Open Space Inventory Sub-Total Hours = Task 11	2.0							2.0
Task 12 -	Signage and Markings Review final materials to be approved by City Sub-Total Hours = Task 12	2.0							2.0
Task 13 -	Traffic Control Plans and Construction Scheduling Review Final Traffic Control Plans Sub-Total Hours = Task 13	2.0							2.0
Task 14 -	Finalize Street Lighting Design for Burdick Park, Shadow Mountain/Westwood, Road Executive Finalize Design for Tree Removal GAOC Sub-Total Hours = Task 14	2.0							2.0
Task 15 -	Finalize Tree Specifications Finalize Tree Specifications GAOC Sub-Total Hours = Task 15	2.0							2.0
Task 16 -	Finalize EPOCC for Reservoir/Lighting GAOC Sub-Total Hours = Task 16	2.0							2.0
Task 17 -	Assess with final and submittals (Project summary, scope of work, etc.) Prepare and Submit all Design Data, Approvals, Coordination, and Record Data GAOC Sub-Total Hours = Task 17	2.0							2.0
Task 18 -	Sub-Total Hours = FINAL DESIGN PHASE Sub-Total Hours = Final Design Phase	27.0	27.0	27.0	27.0	27.0			165.0
		\$1,650.00	\$1,365.00	\$1,650.00	\$1,365.00	\$1,365.00	\$1,125.00	\$750.00	\$11,250.00

FINAL DESIGN

PROJECT BUDGET SHEET-DETAIL
Lee Engineering, LLC

Proposed #:	PROJECT NAME:	Professional Engineer	Project Manager	Project Engineers	Senior Civil Designer	Civil Designer	Engineering CAD Draftsman	Administrative Assistant	TOTAL HOURS
2810-0048	West El Paso Median Improvements	Paul Barricklow, PE, PTOE	Willie Roman, PE, PTOE	Chris Schick, PE	Ronald Acosta, EIT	Marco Barrios			Jan/08/2020
		\$275.00	\$195.37	\$120.22	\$158.77	\$11.17	\$75.00	\$30.00	
	BID PHASE (3 Calendar Days)								
	Lead in response to Contractor Questions	3.0							11.0
	Lead Pre-bid Conference	3.0							3.0
	Subtotal Hours - BID PHASE	6.0		6.0	6.0	6.0	6.0	6.0	36.0
	CONSTRUCTION PHASE	\$2.00	\$1,177.23	\$5.00	10.00	\$1,116.03	\$3.53	\$2.00	11,216.33
	Subtotal Labor Cost - BID PHASE								
	CONSTRUCTION PHASE								
	Lead in construction								
	Review with COEP and Contractor for construction meetings								
	Review submittals for construction (RFI's)								
	Review submittals for construction (RFI's)								
	Subtotal Hours - CONSTRUCTION PHASE	0.0	18.8	10.0	6.0	6.0	6.0	6.0	32.8
	Subtotal Labor Cost - CONSTRUCTION PHASE	\$7.00	\$1,516.55	\$1,222.23	\$2.00	\$2.00	\$3.53	\$12.00	\$4,824.78
	TOTAL PROJECT HOURS								
	TOTAL PROJECT LABOR COST								\$17,440.48



ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the "SUNLAND PARK, SHADOW MOUNTAIN, WESTWIND, REDD ROAD PHASE II & EXECUTIVE CENTER ROADWAY LIGHTING & LANDSCAPE IMPROVEMENTS" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under 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 oversight and management of the 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/CONCEPT PHASE

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

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

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available

information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

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

at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

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

BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

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

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction

means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

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

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the

Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT SCHEDULE

For the "SUNLAND PARK, SHADOW MOUNTAIN, WESTWIND, REDD ROAD PHASE II & EXECUTIVE CENTER ROADWAY LIGHTING & LANDSCAPE IMPROVEMENTS", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **FIVE HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED THRITY-THREE DOLLARS AND EIGHTY-FOUR CENTS (\$595,133.84)** 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.

Lump Sum Payment to Consultant

Report/Concept Phase	\$ 241,152.58
Preliminary Design (30% Design)	\$ 131,476.12
Pre Final Design (60% Design)	\$ 86,278.03
Final Design (90% Design)	\$ 83,463.24
Bidding	\$ 13,534.37
Construction	\$ 39,229.50

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

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.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi,

Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

CONCEPT PHASE

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **45 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **45 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **50 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the 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 **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **30 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the 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 **one (1) copy** of all addenda to the Owner for appropriate action within One Hundred Twenty **(120) 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 **Eighteen (18) months** from the date of substantial completion.

ATTACHMENT "E"
INSURANCE CERTIFICATE

Client#: 1140172

BROCKBUS1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS:																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td></td> <td>20508</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td></td> <td>20443</td> </tr> <tr> <td>INSURER C : Berkley Insurance Company</td> <td></td> <td>32603</td> </tr> <tr> <td>INSURER D : Depositors Insurance Company</td> <td></td> <td>42587</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Valley Forge Insurance Company		20508	INSURER B : Continental Casualty Company		20443	INSURER C : Berkley Insurance Company		32603	INSURER D : Depositors Insurance Company		42587	INSURER E :			INSURER F :	
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INSURED Brock & Bustillos, Inc. 417 Executive Center Blvd. El Paso, TX 79902																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		B4031426881	11/01/2019	11/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ACP7285223443	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		B4031427285	11/01/2019	11/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab Claims Made & Reported Pol		AEC903279702 1/1/85 Retro	11/01/2019	11/01/2020	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability & Auto Liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.
 The General Liability and Auto Liability policy(s) provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.
 (See Attached Descriptions)

CERTIFICATE HOLDER City of El Paso 218 N. Campbell St. El Paso, TX 79901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James E. Jimenez</i>
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DESCRIPTIONS (Continued from Page 1)

RE: Sunland Park, Shadow Mountain, Westwind , Redd Road Phase II & Executive Center Roadway Lighting and Landscape Improvements.

Additional insured includes: Owner.