

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

DEPARTMENT: Capital Improvement

AGENDA DATE: April 30, 2019

CONTACT PERSON/PHONE: Yvette Hernandez, P.E., CID Grant Funded Program Director, (915) 212-1800
Sam Rodriguez, P.E., City Engineer, (915) 212-1800

DISTRICT(S) AFFECTED: 2

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 HUITT ZOLLARS, INC. , a Texas Corporation, for a project known as "MONTANA RAPID TRANSIT SYSTEM PEDESTRIAN ENHANCEMENTS" for an amount not to exceed TWO HUNDRED EIGHTY SEVEN THOUSAND ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$287,180.00); 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 Three Hundred Eighty Seven Thousand One Hundred Eighty and 00/100 Dollars (\$387,180.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

The purpose of the project is to improve safety by enhancing pedestrian and ADA facilities on Montana Avenue between Raynor Street and Chelsea Street.

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

PRIOR COUNCIL ACTION:

Local Project Advance Funding Agreement (LPAFA) – May 1, 2018

AMOUNT AND SOURCE OF FUNDING:

80% - Federal Highway Administration

12.6% - State Participation

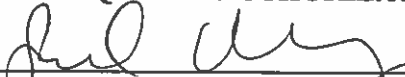
7.4% - Local Participation

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 **HUITT ZOLLARS, INC.**, a Texas Limited Liability Corporation, for a project known as **“MONTANA RAPID TRANSIT SYSTEM PEDESTRIAN ENHANCEMENTS”** for an amount not to exceed **TWO HUNDRED EIGHTY SEVEN THOUSAND ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$287,180.00)**; 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 Three Hundred Eighty Seven Thousand One Hundred Eighty and 00/100 Dollars (\$387,180.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

ADOPTED THIS _____ DAY OF _____ 2019.

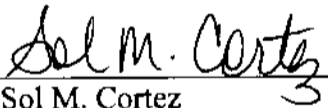
CITY OF EL PASO:

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 _____, 2019 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 **HUITT ZOLLARS, INC.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional project management services for the project known as “**MONTANA RAPID TRANSIT SYSTEM PEDESTRIAN ENHANCEMENTS**”, 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

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 **TWO HUNDRED EIGHTY SEVEN THOUSAND ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$287,180.00)** 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 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. The Consultant acknowledges that the total project budget for the Project allocates is Two Million and No/100 Dollars (\$2,000,000.00), 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 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 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
 \$2,000,000.00 General Aggregate
 \$2,000,000.00 Products/Completed Operations Aggregate
 \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
 \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.
- 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.

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

ARTICLE VI. FEDERAL 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. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of this contract. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, may also apply to this Project, in which case the award of this contract will be conditioned upon Consultant satisfying the DBE requirements. A DBE contract goal of N/A% has been established for this Project. The Consultant 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 Consultant'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 Consultant 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. Consultant 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 Owner to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Owner, 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 Owner 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 Owner 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 Owner to enter into such litigation to protect the interests of Owner 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

To the Consultant: HUITT ZOLLARS, INC.
Attn: Isabel Vasquez, President
5822 Cromo Drive, Suite 210
El Paso, Texas 79912

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

**CONSULTANT:
Huitt Zollars, Inc.**


Isabel Vasquez, President

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A **SCOPE OF WORK**

SECTION II – SCOPE OF SERVICES

The project includes the design and construction of ADA and landscape improvements to Montana Avenue from Raynor Street to Chelsea Street. The improvements are as follows:

- Traffic signal upgrades (Raynor, Huckleberry, Chelsea and Copia) to include Accessible Pedestrian Signal (APS) systems
- Complete demolition of parkway areas (no increase in width)
- ADA accessible sidewalk reconstruction
- Curb and gutter
- Removal and installation of street signage and striping
- ADA curb ramps
- Driveway reconstruction to provide ADA compliant driveways
- Asphalt patching next to gutter
- Landscaping and irrigation where right of way constraints allow

The work described above and shown in the contract documents and specifications shall be provided under one contract.

SERVICES REQUIRED

Investigation

The firm is responsible for meeting with stakeholders to obtain, at a minimum, copies of the City of El Paso Bike Plan and the City of El Paso Design Standards for Construction, Texas Department of Transportation (TxDOT) standards, among others.

Design Analysis

If applicable, the firm shall perform design analysis for each project to ensure public safety. Furthermore, all design analysis must comply with all applicable city, state, state and federal laws and regulations.

Design

Design shall meet all federal, state and city requirements for the project and shall be performed in phases as presented in the project schedule.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed engineers. The firm shall follow TxDOT design specifications and procedures for the development of this project and comply with all applicable federal laws, regulations and policies.

Aside from complying with local building codes, the firm shall comply, at minimum, with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Design and Construction Standards for Outdoor Park Facilities, City of El Paso Capital Improvement Department Drawing Guidelines, National Association of City Transportation Officials Guidelines and the Dark Sky Ordinance as applicable. The firm is charged with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

Early in the design, the firm shall coordinate selection of materials and equipment with the City of El Paso support departments.

Errors and Omissions on Design

The firm shall make revisions to the work necessary to correct errors and omissions appearing therein, when required to do so by the City. No additional compensation shall be paid for this work.

Planning

The firm shall assist the City in providing schedules for obtaining utility easements, utility services lines and other permits.

The firm shall present the design to the City of El Paso Bicycle Advisory Committee (if applicable) and the Design Review Committee. The firm shall comply with requirements set by the Advisory Committee.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications.

Soils Investigation

The firm shall provide a soil investigation report and a testing frequency schedule for this project.

Technical Specifications

The firm shall prepare and provide technical specifications. The specifications shall be based on 2014 TxDOT specifications. *Sole sourcing will not be allowed.* All specifications must include type of materials listed in the construction drawings, placement method and quality control, and quality assurance testing. The specifications shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements

The firm shall include and comply with ADA, T.A.S., and Texas Department of Licensing and Regulation requirements.

The firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of public art at this facility.

Surveys

The firm shall provide all topographic, horizontal and vertical surveys necessary to provide a complete design. The firm shall provide right of way mapping as required by TxDOT to identify all locations where temporary construction licenses will be required for construction.

Environmental Issues

The firm is responsible to clear the project through the Environmental NEPA process required for federally funded projects through the Texas Department of Transportation.

Building Permits, Special Permits, and Other Land Use Permits

The firm shall be responsible to comply with all local, state, and federal building codes. The firm shall be responsible to submit as required sets to the City of El Paso Planning and Inspections Department for review and approval during the final design phase. The firm shall be responsible to obtain approval from the City of El Paso Planning and Inspections Department before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up the review and approval process with the City of El Paso Planning and Inspections Department. After the approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull the permit. The pulling of the permit shall be the responsibility of the building contractor. The City of El Paso Planning and Inspections Department shall be responsible to review the grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, and plumbing permit requirements.

The firm shall be responsible to prepare all documents that include but are not limited to metes and bounds descriptions, site plans, elevations, floor layouts, and applications for permits, special permits, zoning changes, and land use permits. The firm shall represent the City of El Paso in making presentations, and answering questions at the City of El Paso Design Review Committee meeting and City Council meetings.

Storm Water Pollution Prevention Plan

The firm shall prepare and provide a storm water pollution prevention plan. The firm shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Planning and Inspections Department and the TxDOT district office for review and approval.

Utility Coordination

The firm shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The firm shall be responsible to obtain all available horizontal and vertical information, as applicable, on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design submittal. The firm shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the firm and utility companies the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately set up a meeting between the City of El Paso project manager and the utility company to resolve the dispute. The firm on behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However, El Paso Water can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement

cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company by completion of 90% of design. All necessary relocations are required to be complete before 100% submittal.

Public Involvement

The firm shall assist the City throughout public outreach activities in providing plans/exhibits showing the improvements and how improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase and the firm shall be responsible to attend and make a presentation of the improvements and answer questions.

Traffic and Pedestrian Control Plan

A traffic and pedestrian control plan is required as part of this project. The firm shall attend the traffic safety review meeting with TxDOT.

Bidding

The consultant shall submit the following for bidding:

- Full and complete sealed set of drawings both in hard copy and electronic format
- Full and complete sealed set of technical specifications (latest TxDOT specifications) both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form both in hard copy and electronic format
- Detailed real world value cost estimate in hard copy

During the bidding process, the firm shall assist the City with, but not limited to the following items: respond to all questions from perspective bidders, attend a pre-bid conference, and if required prepare addendums. The bids shall be advertised as a unit price contract and selection of the bidders shall be a low bid selection.

For bidding purposes the firm shall submit three (3) flash drives consisting of PDFs and AutoCAD files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before bid opening the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

After bid opening and before preconstruction meeting the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications. The firm shall also provide five (5) hard copy plan sets of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

Construction

During the construction phase, the City may request that the firm provide construction observation services, billable on a time and materials basis, which may include but not limited to:

- Attendance at the weekly construction meeting scheduled by the City project manager
- Respond to Requests for Information (RFI) from the project contractor
- Review and approve contractor technical submittals within a schedule previously established by the City project manager
- Providing advice and recommendation to the City
- Participate in punch list inspections and produce punch lists for submittal to the City
- Produce a set of reproducible (11"X17") and electronic format to record drawings

During construction project closeout the consultant shall produce and provide a set of reproducible (11"X17") and electronic format "as-built" drawings.

Construction Sequencing Plan

A construction sequencing plan will be required as part of this project.

Construction Schedule

The firm shall meet with the City project manager and construction manager to determine the construction schedule. The schedule shall take into account lead delivery time of equipment. 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 firm to prepare a current market cost estimate at the final design phase submittal.

Construction Observation

Upon request, the firm shall provide the following:

- Attend the weekly construction meeting, to be scheduled by the City project manager
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct weekly project site visits and produce a project observations report within three (3) business days of the project site visit
- Review and approve contractor submittals within three (3) business days at a maximum, or within a schedule previously agreed established by the City project manager
- Participate in punch list inspections as scheduled by the City project manager

Cost Estimates

The firm shall develop and submit the construction cost estimates. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The firm's final estimate shall take into account all labor costs that shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council.

If all responsible bids exceed the final cost option by more than ten percent (10%), the firm shall, at the direction of the City, redesign the project without additional charge to the City to bring the project within the budgetary limitations.

Reproduction

The firm shall be responsible for printing of the different phases and for code review requirements.

PRODUCTS REQUIRED**Drawings and Specifications****30% Submittal**

The firm shall submit the following preliminary design phase submittal as applicable:

- Coversheet (90% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- List of Governing Specifications (100% complete)
- TxDOT Form 1002
- TxDOT Form 2443
- General Notes
- Engineer's Estimate and TxDOT Form Estimate
- Environmental Scope Development Tool
- Design Criteria
- Design Redlines

Upon the completion of the preliminary design phase, the firm shall submit five (5) copies of the preliminary design documents for review and comments and provide an electronic version to the City. If the City considers the submittal as not compliant to the above-required completion percentages, the firm must resubmit as per the above mentioned requirements. Additional forms might be required as requested by the City.

The City of El Paso project manager and the firm shall attend the TxDOT District Design Review and Contractor Review meetings to present and answer comments and/or issues by the TxDOT Review Committee. The firm shall complete the comment response matrix to respond to TxDOT comments.

60% Submittal

The firm shall submit the following pre-final design phase submittal:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Horizontal Control Plan (100% complete)

- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Outline of Specifications (100% complete)
- List of Governing Specifications (100% complete)
- TxDOT Form 1002
- TxDOT Form 2443
- TxDOT Form 2229
- General Notes
- Engineer's Estimate and TxDOT Form Estimate
- Environmental Scope Development Tool
- Design Criteria
- 30% complete action items report and complete review comment forms
- Engineer's Seal
- Contract Time Determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Design Redlines
- Bid Tab
- Scope of Work

Upon the completion of the pre final design phase, the firm shall submit five (5) copies of the pre final design documents for review and comments and provide an electronic version to the City. If the City considers the submittal as not compliant to the above-required completion percentages, the firm must resubmit as per the above mentioned requirements. Additional forms might be required as requested by the City.

The City of El Paso project manager and the firm shall attend the TxDOT District Design Review, Contractor Review, and Safety Committee meetings to present and answer comments and/or issues by the TxDOT Review Committee. The firm shall complete the comment response matrix to respond to TxDOT comments.

90% Submittal

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)

- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specifications (100% complete)
- Special Landscape Details (100% complete)
- TxDOT Form 1002
- TxDOT Form 2443
- TxDOT Form 2229
- General Notes
- Engineer's Estimate and TxDOT Form Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Engineer's Seal
- Contract Time Determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance End Date
- Design Redlines
- Bid Tab
- Scope of Work

Upon the completion of the final design phase, the firm shall submit five (5) copies of the final design documents for review and comments and provide an electronic version to the City. If the City considers the submittal as not compliant to the above-required completion percentages, the firm must resubmit as per the above mentioned requirements. Additional forms might be required as requested by the City.

The City of El Paso project manager and the firm shall attend the TxDOT District Design Review and Contractor Review, meetings to present and answer comments and/or issues by the TxDOT Review Committee. The firm shall complete the comment response matrix to respond to TxDOT comments.

100% Design

The firm shall resubmit the 95% documentation with City and TxDOT comments addressed.

OTHER CONSIDERATIONS

- Work to be coordinated with the Capital Improvement Department, TxDOT, Streets and Maintenance Department, Information Technology, Sun Metro, and all affected stakeholders.
- Design shall follow the City's Information Technology Department requirements for computer and telephone systems, if applicable.

- Design must meet all applicable City Codes and Ordinances.
- Design must comply with Capital Improvement Department Guidelines.
- Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans Disabilities Act.
- The firm shall submit all redlines to the owner when plan submittals are due.
- The firm shall make revisions to the work which are necessary to correct errors and omissions appearing therein, when required to do so by the City. No additional compensation shall be paid for this work.

PROJECT SCHEDULE:

30% Submittal/Utility Coordination/ROW

75 consecutive calendar days

60% Submittal

45 consecutive calendar days

90% Submittal

21 consecutive calendar days

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

MONTANA RTS PEDESTRIAN ENHANCEMENTS	
FEE SCHEDULE SUMMARY	
Concept Phase	\$97,125.00
Preliminary Design Phase	\$51,755.00
Pre-Final Design Phase	\$88,083.00
Final Design Phase	\$15,680.00
Total Design Phase	\$252,643.00
Bidding Phase	\$4,315.00
Construction Administration and RPR Services	\$30,222.00
Total:	\$287,180.00

Summary

**CAPITAL IMPROVEMENT DEPARTMENT
MONTANA RTS PEDESTRIAN ENHANCEMENTS
CSJ 0924-06-544
Design, Bidding & CA Services**

**Huitt-Zollars, Inc.
Fee Proposal
4/9/2019**

Task A - Survey	\$ 41,070
Task B - Civil Design	\$ 150,540
Task C - Landscaping/Irrigation	\$ 17,295
Task D - Environmental/Public Outreach	\$ 43,738
Task E - Bidding	\$ 4,315
Task F- Construction Administration	\$ 30,222
Grand Total	\$ 287,180

Date of Proposal is 03/29/2019

Montana Ave. Pedestrian Enhancement Boundary and Topographic Survey
 2 miles +/- of Optical Topographic survey from right-of-way to right-of-way not to include the travel lanes along Montana Ave.
 GPS survey of all existing visible utilities and recover right-of-way lines for Montana Ave.

Fee Estimate by Hurt-Zollars, Inc. 5822 Crono Drive, Suite 210, El Paso, Texas 79912 (TBPLS
 Firm License Number for El Paso Office is 10025603)



Total Fee for Surveying Services in this Prop..... \$41,070.00

Sub-Task Number	TECH 1	SC1	SC2	RPLS	Classification	Hourly Rates	Hours	Task Sub Total
100.01	Order utility line-spots and coordinate with spotters. Determine plan of attack and discuss safety concerns.							
	\$80.00	\$100.00	\$150.00	\$145.00				
	4	0	0	0				
	\$320.00	\$0.00	\$0.00	\$0.00				\$320.00
100.02	Research existing right-of-way along Montana for entire route. Plot existing subdivisions and deeds to determine right-of-way lines							
	\$80.00	\$100.00	\$150.00	\$145.00				
	32	0	0	18				
	\$2,560.00	\$0.00	\$0.00	\$2,320.00				\$4,880.00
100.03	Research existing utilities. Plot existing utilities.							
	\$80.00	\$100.00	\$150.00	\$145.00				
	18	0	0	0				
	\$1,280.00	\$0.00	\$0.00	\$0.00				\$1,280.00
100.04	Field work to determine existing right-of-way.							
	\$80.00	\$100.00	\$150.00	\$145.00				
	0	0	24	8				
	\$0.00	\$0.00	\$3,600.00	\$1,160.00				\$4,760.00
100.05	Topographic survey of Montana Ave from Raynor to Chelsea (+/- 2 miles). This portion of survey will be done using Optical methods to ensure high accuracy elevations. Shots will include all curb, sidewalks, ramps, driveways etc. on both sides of the street. This survey will also include 50 feet into any intersecting streets.							
	\$80.00	\$100.00	\$150.00	\$145.00				
	0	0	80	8				
	\$0.00	\$0.00	\$12,000.00	\$1,160.00				\$13,160.00
100.06	Field survey of all visible utilities along with any paint marks left behind by utility locators. This portion will use GPS surveying and include all power poles, light poles, water meters, valves, manholes etc. No inverts for sanitary sewer manholes will be provided.							
	\$80.00	\$100.00	\$150.00	\$145.00				
	0	40	0	0				
	\$0.00	\$4,000.00	\$0.00	\$0.00				\$4,000.00
100.07	Office drafting for topographic and utility surveys. Base files will be made and provided in Civil 3D							
	\$80.00	\$100.00	\$150.00	\$145.00				
	80	0	0	8				
	\$6,400.00	\$0.00	\$0.00	\$1,160.00				\$7,560.00
100.08	Setting of construction control in area that we are not able to use already found survey markers. Survey control will need to be no further than 1000 feet apart.							
	\$80.00	\$100.00	\$150.00	\$145.00				
	0	0	8	0				
	\$0.00	\$0.00	\$1,200.00	\$0.00				\$1,200.00
100.09	Create control sheets with datum notes and coordinate charts to be incorporated into the design plan set							
	\$80.00	\$100.00	\$150.00	\$145.00				
	6	0	0	4				
	\$640.00	\$0.00	\$0.00	\$580.00				\$1,220.00
100.10	Phase 2 of the topographic survey will be to measure any specific grades on private property that is needed for design to meet ADA standards							
	\$80.00	\$100.00	\$150.00	\$145.00				
	0	0	16	2				
	\$0.00	\$0.00	\$2,400.00	\$290.00				\$2,690.00

**CAPITAL IMPROVEMENT DEPARTMENT
MONTANA RTS PEDESTRIAN ENHANCEMENTS
CSJ D924-06-544
CIVIL Design**

Rate of Fee

	QA/QC	Project Manager	Project Engineer	Engineer in Training	CAD Tech	Administrative	
Task 1 - 30%							
COVER SHEET		0.5			2		
SHEET INDEX		0.5			2		
GENERAL NOTES		1	2	2			
ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS		1	2	2			
PROJECT LAYOUT PLAN		2	4	8	24		
SUMMARY SHEETS		2	8	8			
TYPICAL SECTION		1			12		
GENERAL SEQUENCE OF CONSTRUCTION		2	6	6			
CONTROL PLAN		1					
DEMOLITION PLAN		2	8	24	40		
SIDEWALK PLAN		2	8	24	40		
LANDSCAPE PLAN		0.5					
IRRIGATION PLAN		0.5					
TRAFFIC SIGNAL UPGRADES		1	40	16	8		
TRAFFIC SIGNAL DETAILS		1	2	4	8		
SW3P		0.5					
EROSION CONTROL STANDARDS		0.5		8	8		
DRIVEWAY AND SIDEWALK DETAILS		2	4	8	36		
PLANTING AND IRRIGATION DETAILS		0.5					
STANDARDS		1	16	12	4	4	
TxDOT Forms and Requirements		2	16	8	4		
QA/QC	8	8					
Task 2 - 60%							
COVER SHEET		0.5			2		
SHEET INDEX		0.5			2		
GENERAL NOTES		1	2	2			
ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS		1	2	2			
PROJECT LAYOUT PLAN		1	4	8	32		
SUMMARY SHEETS		2	8	8			
TYPICAL SECTION		1			12		
GENERAL SEQUENCE OF CONSTRUCTION		2	8	8			
TRAFFIC CONTROL PLAN		2	20				
TRAFFIC CONTROL STANDARDS		1	12				
CONTROL PLAN		1					
DEMOLITION PLAN		1	4	16	32		
SIDEWALK PLAN		1	4	16	32		
LANDSCAPE PLAN		0.5					
IRRIGATION PLAN		0.5					
TRAFFIC SIGNAL UPGRADES		1	24	12	4		
TRAFFIC SIGNAL DETAILS		1	4	8	12		
SW3P		0.5					
EROSION CONTROL STANDARDS		0.5		8	8		
DRIVEWAY AND SIDEWALK DETAILS		1	4	8	24		
PLANTING AND IRRIGATION DETAILS		0.5					
STANDARDS		1	12	10	4	4	
TxDOT Forms and Requirements		2	16	8	4		
QA/QC	8	8					
Task 3 - 90%							
COVER SHEET		0.5			2		
SHEET INDEX		0.5			2		
GENERAL NOTES		1	2	2			
ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS		1	2	2			
PROJECT LAYOUT PLAN		1	4	8	24		
SUMMARY SHEETS		2	8	8			
TYPICAL SECTION		1			12		
GENERAL SEQUENCE OF CONSTRUCTION		2	6	6			
TRAFFIC CONTROL PLAN		1	16				
TRAFFIC CONTROL STANDARDS		1	10				
CONTROL PLAN		1					
DEMOLITION PLAN		1	2	12	20		
SIDEWALK PLAN		1	6	8	12		
LANDSCAPE PLAN		0.5					
IRRIGATION PLAN		0.5					
TRAFFIC SIGNAL UPGRADES		1	8	4	2		
TRAFFIC SIGNAL DETAILS		1	2	4	8		
SW3P		0.5					
EROSION CONTROL STANDARDS		0.5		6	6		
DRIVEWAY AND SIDEWALK DETAILS		1	2	4	8		
PLANTING AND IRRIGATION DETAILS		0.5					
STANDARDS		1	12	8	4	1	
TxDOT Forms and Requirements		2	16	8	4		
QA/QC	8	8					
Task 4 - 100%							
RESUBMIT 95% DOCUMENTATION (CITY/TXDOT COMMENTS)		3	12	40	48	2	
QA/QC	4	4					
Task 5 - COORDINATION/REVIEW MEETINGS							
30% Review Meeting		3	3				
60% Review Meeting		3	3				
90% Review Meeting		3	3				
UTILITY COORDINATION		2	8	16	4	4	
TRAFFIC SAFETY REVIEW MEETING		4	4				
PUBLIC INVOLVEMENT		2	2				
Subtotals		28	117.5	373	382	15	
		QA/QC	Project Manager	Project Engineer	Engineer in Training	CAD Tech	Administrative
		28	117.5	373	382	15	
		\$170.00	\$150.00	\$110.00	\$105.00	\$80.00	\$70.00
		\$4,760.00	\$17,625.00	\$41,030.00	\$40,110.00	\$40,960.00	\$1,050.00
Task 6 - GEOTECHNICAL STUDY							
		\$3,630.00					
Task 7 - TDLR (Plan Review/Filing - \$725, \$650 Inspection)							
		\$1,375.00					

**Final Design CIVIL Total
\$150,540**

**CAPITAL IMPROVEMENT DEPARTMENT
MONTANA RTS PEDESTRIAN ENHANCEMENTS
CSJ 0924-06-544
Landscaping/Irrigation Design**

TASK	DESCRIPTION	Landscape Arch				
		Sr. Landscape Architect	Landscape Architect	Intern	CAD Tech / Irriq. Designer	Administrative
A.	30% Concept Meeting with Staff	1	1	0	0	
B.	30% Landscape Concept Plan	1	4	16	0	
C.	30% Concept Plan Estimate	1	1	2	0	
D.	30% Concept Plan Confirmation	1	1	1	0	
E.	30% Concept Plan Update	1	1	2	0	
F.	60% Design Development	1	8	24	12	
G.	60% Preliminary Specifications	1	2	0	2	
H.	60% Updated Estimate	1	1	2	0	
I.	60% Coordination and Review	1	1	1	1	
J.	90% Construction Documents	1	8	16	24	
K.	90% Pre-Final Specifications	1	2	0	2	
L.	90% Updated Estimate	1	1	2	0	
M.	90% Coordination and Review	1	1	1	1	
N.	100% Final Plan Submittal	1	4	8	4	
O.	100% Specifications]	1	1	0	0	
P.	100% Cost Estimate	1	1	2	0	
Q.						
R.						
S.						
Subtotal		16	38	77	46	0

Final Design	Sr. Landscape Architect	Landscape Architect	Landscape Arch Intern	CAD Tech / Irriq. Designer	Administrative
	16	38	77	46	0
	\$145.00	\$115.00	\$75.00	\$105.00	\$60.00
	\$2,320.00	\$4,370.00	\$5,775.00	\$4,830.00	\$0.00

Task C - Landscaping/Irrigation Total
\$ 17,295

Marine RT3 Professional Enhancements

FUNCTION CODE / TASK DESCRIPTION	Env Manager	Sr Env Planner	Env Planner II	Env Planner I	Sr Env Sci Sr Biologist	Env Sci II	Env Sci I Bio I	Biologist II Sr Historian Sr Archeologist	Sr GIS Tech	GIS Tech	Technical Editor	TOTALS	TOTAL COST
Preparation of Baseline Development Tool with the assumption of a 1-dDOT CE	2		4	8	1		2	2		8	1	28	
Categorical Exclusion Determination and Tech Report Preparation	2		8	18					10	4	12	54	
Land Use and Socioeconomics	2			6					8			14	
Historic Resources	2			2			8	24	4	8	1	48	
Archaeological Resources	2			2			24	8	4	6	1	48	
Air Quality				1								1	
Traffic Noise Analysis				1								1	
Waters of the US	2			2				12		8	4	28	
Wild and Scenic Rivers						1						1	
Photogrammetry								8				8	
Stormwater Permits						1						1	
USACE Permits	2							4				4	
Water Body Modifications and Wildlife Impacts								24		8	4	41	
T&E Baseline	2		2		4			24		8	4	41	
Vegetation	2				4			24		12	4	41	
Invasive Species and Beneficial Landscaping				1								1	
Ferrous Impacts				1								1	
Hazardous Materials	2			10						4		22	
Section 403 Evaluation	1		1									2	
NAACP/OW Meeting Attendance	8			8								16	
NAACP/OW Meeting Summary				24								24	
SUBTOTAL	33	0	19	88	8	2	34	190	24	80	31	382	
TOTAL HOURS	33	0	19	88	8	2	34	190	24	80	31	382	
BASE RATES	\$ 188.20	\$ 138.60	\$ 115.00	\$ 80.00	\$ 120.00	\$ 105.50	\$ 83.00	\$ 88.00	\$ 101.00	\$ 75.00	\$ 78.00		
TOTAL DIRECT LABOR	\$ 6,478.00		\$ 2,185.00	\$ 7,820.00	\$ 1,040.00	\$ 215.00	\$ 3,182.00	\$ 10,780.00	\$ 2,424.00	\$ 4,500.00	\$ 2,356.00		\$ 42,088.00

DIRECT EXPENSES	UNIT	UNIT COST	QTY	COST
Rental Car One	DAY	20.00	4	\$ 80.00
Air Fare	EA	400.00	4	\$ 1,600.00
Overnight Stay	DAY	85.00	4	\$ 340.00
Rental Car	DAY	90.00	4	\$ 360.00
Per Diem	DAY	25.00	10	\$ 250.00
Per Diem	DAY	42.00	10	\$ 420.00
Hazardous Materials Database Search	EA	250.00	1	\$ 250.00
Photocopy Color (8 1/2" x 11")	EA	0.75	400	\$ 300.00
Delivery	#REF!	15.00	8	\$ 80.00
TOTAL EXPENSES				\$ 3,640.00
				TOTAL COST TASK C \$ 43,728.00

**CAPITAL IMPROVEMENT DEPARTMENT
MONTANA RTS PEDESTRIAN ENHANCEMENTS
CSJ 0924-06-344
Bid Phase**

Estimated Construction Duration 10 months
40 weeks

Bid Phase Services	Project Manager	Project Engineer	Engineer in Training	Senior Architect	CAD Tech	Administrative
Assist City with preparation of Package	2	4				
Answer questions from prospective bidders	6			2		
Attend pre-bid conference	2					
Prepare Addenda	2	4	4	1		
Evaluate bids	2	3				
Award Recommendation	1					
Hours-to-Face Labor Totals						
	13	11	4	3	0	0
	\$150.00	\$110.00	\$105.00	\$145.00	\$0.00	\$70.00
	\$2,250.00	\$1,210.00	\$420.00	\$435.00	\$0.00	\$0.00

Task 4 - Bidding \$ 4,315

**CAPITAL IMPROVEMENT DEPARTMENT
MONTANA RTS PEDESTRIAN ENHANCEMENTS
CSJ 0924-06-544
CA Services**

Task Description	Project Manager	Engineer in Training	RPR	Senior Landscape Archt	CAD Tech	Admin. Assst.
Task 1.1 - Pre-Construction Meeting	2					
Task 1.2 - Prepare Minutes	2	1				1
Task 1.3 - Attend Weekly Meetings (10 months, 20 meetings @ 1.5 hrs/meeting)	30					
Task 1.4 - Submittal Reviews	4	8	4	4	4	1
Task 1.5 - Coordinate with City's PM	4	8				
Task 1.6 - Visit Construction Site (PM - Monthly @ 1.5 hrs/visit, RPR - bi-weekly)	18		30			
Task 1.7 - Document Control/Administration	4	4				2
Task 1.8 - RFI Reviews/Response	8	12	4	4	18	
Task 1.9 - Change Orders	4	8		2	4	
Task 1.10 - Close Out (Substantial, Final, Punchlist items)	8	8	2	2		
Task 1.11 - Record Drawings	4	8		1	32	2
TOTAL HOURS	83	87	40	15	88	8
BILLING RATE (incl. OH & Profit)	\$145.00	\$108.00	\$100.00	\$148.00	\$60.00	\$70.00
SUBTOTAL COST	\$12,035	\$9,396	\$4,000	\$2,220	\$5,280	\$560
SPECIAL SERVICES / SUBCONSULTANTS			DIRECT EXPENSES			
			Auto Mileage (@ \$0.545/mile)			
			RPR (1 visit/week to job site @ 30 miles/trip - 40 trips)			
			PM (1 visit bi-weekly to job site @ 30 miles/trip - 20 trips)			
			PM (Weekly Meetings @ 20 miles/trip - 40 trips)			
SUBTOTAL - SPECIAL SERVICES			SUBTOTAL - EXPENSES			
\$0.00			\$1,417.00			
SUMMARY						
LABOR						\$26,805
SPECIAL SERVICES / SUBCONSULTANTS (@ 10% Markup)						\$0
EXPENSES						\$1,417
TOTAL FEE ESTIMATE:						\$30,222

**Task 5 - Construction Administration
\$30,222**

EL PASO

2019 HOURLY RATE SHEET

Engineering

Principal-In Charge	\$220.00
QA Manager	\$170.00
Sr. Project Manager	\$165.00
Sr. Civil Engineer	\$150.00
Project Manager	\$145.00
Civil Engineer	\$110.00
Engineer Intern	\$105.00
Designer	\$100.00
CADD Technician	\$ 80.00

Construction

Construction Manager	\$165.00
Resident Project Representative	\$110.00

Administrative

Project Support	\$ 70.00
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Survey

Survey Manager	\$145.00
Project Surveyor	\$130.00
Surveyor Intern	\$ 85.00
Survey Technician	\$ 80.00

Survey Crews

1-Person Survey Crew	\$100.00
2-Person Survey Crew	\$150.00
3-Person Survey Crew	\$200.00

Reimbursable Expenses

Sub Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	\$0.58/mile

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

For the “MONTANA RAPID TRANSIT SYSTEM PEDESTRIAN ENHANCEMENTS” 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 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 “MONTANA RAPID RANSIT SYSTEM PEDESTRIAN ENHANCEMENTS”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **TWO HUNDRED EIGHTY SEVEN THOUSAND ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$287,180.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Lump Sum Payment to Consultant

Report Phase	\$ 97,125.00
Preliminary Design Phase	\$ 51,755.00
Pre-Final Design Phase	\$ 88,083.00
Final Design Phase	\$ 15,680.00
Bidding Phase	\$ 4,315.00
Construction Phase	\$ 30,222.00

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in Attachment “B”. The time shown in Attachment “B” is an estimate. Should the services rendered during the 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

REPORT 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 **75 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 **75 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 **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.

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 **21 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 **5 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 **two (2) consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty (60) days from the date of substantial completion.

**ATTACHMENT "E"
INSURANCE CERTIFICATE**



ADDITIONAL REMARKS SCHEDULE

AGENCY MHBT, a Marsh & McLennan Agency, LLC company		NAMED INSURED Huitt-Zollars, Inc. 1717 McKinney Ave., Ste. 1400 Dallas TX 75202-1236	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Waiver of subrogation form #WC00 edition 03/13 and #WC04 edition 03/06 and #WC420304B applies to the Workers Compensation policy.

Notice of Cancellation form #IH0307 edition 06/11 applies to the General Liability policy.
 Notice of Cancellation form #WC99 edition 03/94 and WC990531 applies to the Workers Compensation policy.
 Notice of Cancellation form #IH0307 edition 06/11 applies to the Umbrella Liability policy.
 Notice of Cancellation form IH0307 edition 06/11 applies to the Auto Liability policy.

The General Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Auto Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Auto, Worker's Compensation and Umbrella liability policies includes a blanket notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

Re: R310522.01 City of El Paso - Montana RTS Pedestrian Enhancement Project



CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORE SUMMARY

MONTANA RAPID TRANSIT SYSTEM - PEDESTRIAN ENHANCEMENTS

	ESSCO International	Huitt Zollars	Walter P Moore
Rater #1	84	94	90
Rater #2	81	78	83
Rater #3	82	85	72
Rater #4	86	90	78
Rater #5	69	84	75
Total Score	402	431	398