

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

That the City Manager be authorized to sign an Professional Services Agreement by and between the **CITY OF EL PASO** and **ECM International, Inc.**, a Texas Corporation, to provide consulting services for a project known as **“TxDOT REIMBURSEMENT REQUESTS PREPERATION FOR MULTIPLE PROJECTS”**, for an amount not to exceed **THREE HUNDRED TWENTY ONE THOUSAND NINE HUNDRED TWO AND 00/100 DOLLARS (\$321,902.00)**; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.

ADOPTED THIS _____ DAY OF _____ 2015.

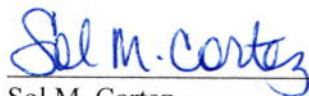
CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT



Monica Lombraña, A.A.E., Director
Capital Improvement Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PROFESSIONAL SERVICES AGREEMENT
ECM International

THIS PROFESSIONAL SERVICES AGREEMENT (this “*Agreement*”) is entered into by and between THE CITY OF EL PASO, a home rule municipal corporation, (the “*City*”) and ECM INTERNATIONAL, INC. (the “*Contractor*”).

RECITALS

WHEREAS, the City desires to engage Contractor to assist in the preparation and completion of the Texas Department of Transportation (TXDOT) Construction Reimbursement Packet relating to the seven projects set forth in Exhibit “A,” attached hereto and incorporated herein by reference for the project known as “**TXDOT REIMBURSEMENT REQUESTS PREPERATION FOR MULTIPLE PROJECTS**”; and

WHEREAS, the Contractor is qualified and possesses the skills, personnel and resources necessary to perform said services for the City; and

WHEREAS, the services to be provided under this Agreement are necessary in order for the City to be able to establish and comply with TXDOT reimbursement requirements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** Contractor hereby agrees to perform the services and provide the deliverables set forth in Exhibit “A” (Contractor’s Fee Proposal for Support Preparing TXDOT Reimbursement Requests for Multiple Projects, dated November 11, 2015).

2. **TERM.** The services of Contractor are to commence immediately and shall continue until all tasks identified in Exhibit “A” are completed, unless terminated sooner as permitted herein.

3. **COMPENSATION AND METHOD OF PAYMENT.** In consideration of the undertakings and agreements on the part of the Contractor contained in this Agreement, the City agrees to make payment to Contractor upon satisfactory completion by the Contractor of the services to be

provided hereunder and the submission to the City of properly certified invoices therefore, as follows: Contractor shall be paid a total amount not to exceed \$321,902.00, which amount is all-inclusive of time and materials, as broken down and more fully set forth in Exhibit "A." Contractor must maintain complete and accurate records for invoicing purposes. Contractor may invoice the City on a monthly basis for the work completed during the previous month; or, the parties may mutually agree to a different invoicing and payment schedule.

No benefits will be provided to the Contractor by the City.

Payment shall be due thirty (30) days from the date of the City's receipt of an invoice in accordance with state laws.

Contractor hereby agrees that at no time will it make a claim against the City for more than the rate provided under the terms of this Agreement.

4. LOCATION OF PERFORMANCE. Contractor shall perform the services in El Paso, Texas, or at such place(s) as may be necessary or appropriate to fulfill the terms of this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Agreement unless otherwise herein authorized.

6. LAW GOVERNING AGREEMENT/VENUE. For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

7. TERMINATION. Either party may terminate this Agreement without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. Should the City have cause to terminate this Agreement or if the Contractor is in breach of this Agreement, the Agreement may be terminated immediately upon written notification to the Contractor of the cause for termination.

8. NOTICE. Any notices required under this Agreement shall be sufficient if sent by Certified Mail postage prepaid, to the City or the Contractor at the following addresses:

CITY: City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

WITH COPY TO: Capital Improvement Department
Attn: Director
218 N. Campbell
El Paso, Texas 79901

CONTRACTOR: ECM International, Inc.
Attn: Mel Herrera, President
404 Executive Center Blvd.
El Paso, Texas 79902

9. COMPLETE AGREEMENT. This Agreement and its attachments constitute and express the entire agreement between the parties hereto in reference to the professional services. In the event that a provision of this Agreement and Exhibit "A" conflict with one another, the provision contained in this Agreement prevails.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of December, 2015.

CITY OF EL PASO:

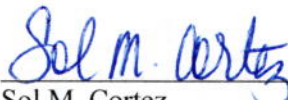
Tommy Gonzalez
City Manager

CONTRACTOR:




Mel Herrera, P.E., PMP, LEED AP
President, ECM International

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Monica Lombrana, A.A.E., Director
Capital Improvement Department

EXHIBIT “A”

(Follows on the next page)



November 11, 2015

City of El Paso – Capital Improvement Department
218 N. Campbell
El Paso, TX 79901

Attn: Omar Moreno

RE: Fee Proposal for Support Preparing TxDOT Reimbursement Requests for Multiple Projects

Mr. Moreno:

As requested, please find ECM's fee proposal to support the preparation of reimbursement requests for the following projects:

1. Mesa RTS (additional information requested by TxDOT)
2. Country Club Road
3. STRS No. 2
4. STRS No. 3
5. STRS No. 1
6. Mesa Pedestrian Enhancements
7. Pedestrian Overpass

Our proposal has been prepared with the following assumptions:

1. TxDOT is requesting installed quantity verification in order to release remaining funds.
2. It is understood the complexity & availability of records for each Project is unique. The extent of involvement cannot be fully understood until engaged.
3. ECM would provide the deliverables as noted in Table 1 required for the approval of the TxDOT CONSTRUCTION Reimbursement Packet (Management & design reimbursement packets to be prepared by others).
4. ECM Approach would be to first field measure each project & compare installed quantities to original plans.

- Electrical underground qty's performed by TriState electric will not be measured & instead taken at face value from the contractor's payment application (per TxDOT recent guidance)
 - Tally up sheet quantities & note discrepancies & variations
 - Review project files, interview Contractor & City personnel to identify changes by C/O's, RFI's, Field Directives, etc.
 - Reconcile measured/installed quantities w/ Contractor's payment requests
 - Produce Daily Work Reports & Summaries to TxDOT's satisfaction
 - Produce other required documentation as identified in Table 1 in support of the Construction Reimbursement Request.
 - Present Construction reimbursement packet to TxDOT for approval & resolve any accounting issues.
 - Assist the Owner led negotiations with the Contractor's to address qty discrepancies or obtain record documents.
5. OTHER Projects/Tasks include actual hours for work not billed under the previous AIA Task Order:
- Additional engagements, meetings, & TxDOT requests for the month of October 2015
 - Citywide constructability review, 3rd party cost estimate, material testing guidance, precon meeting, etc.
 - La Villita order of magnitude estimate, subsequent takeoff and detailed estimate
 - Prep folders & other work for Mesa RTS & Country Club Rd
 - Assistance during negotiations
6. Our NTE for this Time & Materials agreement relies heavily on the recent experience with TxDOT personnel and their ACCEPTANCE OF TRISTATE ELECTRIC, LTD RECORDS with minimal documentation and field measurements. The City understands requests from TxDOT officials beyond those expected from recent experience will require additional effort and fee from ECM staff.
7. For comparison, the initial 3 project's combined construction value of \$2.7M required a consultant effort in excess of \$120,000, or 4.4%. This estimate entails a construction bid value of \$32.2M plus an unknown amount of Change Orders for an ECM estimated effort totaling \$322,000, or 1%.

Monthly reporting documents EXCLUDED from ECM's scope of work for the reasons noted:

Document (TxDOT Form #) or Incidental Task (ID)	Prior Responsibility	Status and Comments
MOH (F1914 & 1915)	Contractor	Historic document
Project Schedule Updates	Contractor	Unknown status. This is a typical requirement for TxDOT records although monthly enforcement is lax.
Labor Interview (F2220 & log)	Inspector	Three each per quarter are typically required. If these were not performed, City will have to request an Exception from TxDOT.
TCP (F599)	Inspector	Monthly traffic control & night inspection. If these were not performed, City will have to request an Exception from TxDOT.
CUF (F2182)	Inspector	DBE commercial useful function survey, observation, & reporting. If these were not performed, City will have to request an Exception from TxDOT.
Cert Payroll & Log	Contractor	Typically & assumed to be processed by City compliance staff.

ECM's Fee Proposal is a "not to exceed" time and materials amount of \$321,902. See breakdown attached.

Please let me know if you have any questions or require additional information.

Respectfully,



Mel Herrera, P.E., PMP, LEED AP
 President
 ECM International

C.c. File

Table 1. Summary of the documents required in each application packet & tasks to be performed by ECM:

Task	Document (TxDOT Form #) or Incidental Task (IT)	Pilot Responsibility	Status & comments	04 Mesa RTS (Martinez Bros/Tristate)					05 Country Club (Sumit)					06 STB #2 (Tristate)								
				Hours					Hours					Hours								
				Principal	Sr. PM	Field Coordinator	Field/CADD Assistant	Admin. Asst.	Principal	Sr. PM	Field Coordinator	Field/CADD Assistant	Admin. Asst.	Principal	Sr. PM	Field Coordinator	Field/CADD Assistant	Admin. Asst.				
1.1T	Collect & Review Project Documents		Including tagging of historic daily reports for TxDOT's review. Directly proportional to the Project's duration. Clerical creates folders, makes copies, sorts & distributes daily reports into bid item folders.	-	-	1	9	-	-	3	-	-	7	28	28	4	-	-	2	6	6	1
2.1T	Field measure & tabulate installed quantities per station	*Inspector	Excludes work items performed by Tristate Electric per prior guidance from Ken Bennett (TxDOT).	-	-	4	8	-	-	0	-	-	16	63	94	-	-	3	10	16	-	
3.1T	Take off plan city's, compare against field measurements, interview staff, research project files to resolve discrepancies			-	-	4	8	-	-	0	-	-	4	44	96	-	-	-	4	7	-	
4.F	Daily Work Report (F1257) - prepare all required to TxDOT's satisfaction	*Inspector	This is one of the most cumbersome tasks & requires a great level of detail & accuracy (station numbers, sketches, calculations, etc.). The difficulty of this task is directly proportional to the quality of historic daily reports, photographs, past City personnel availability, and other City Inspector documentation.	-	-	7	42	94	21	0	-	-	11	63	127	32	0	-	5	30	59	15
5.F	Work Summary (F1258) - prepare all required to TxDOT's satisfaction	*Inspector	Running tally of the Work Reports	-	-	4	16	32	-	0	-	-	8	32	63	-	-	-	4	15	30	-
6.F	Change Orders - Prepare all required to TxDOT's satisfaction	City PM w/ support from Consultant	The number and complexity of each job's change orders are unknown at this time & will not be known until engaged in each project. ECM has made reasonable assumptions based on the information presented to date. ECM reserves the right to adjust this estimate based on the ultimate required involvement.	-	-	4	8	17	0	0	-	-	6	13	25	0	0	-	2	4	8	0
7.F	Mobilization Spreadsheet Calculation	City PM		-	-	-	-	-	-	0	-	-	-	-	-	-	-	-	-	-	-	0
8.F	Time Charges - City staff to prepare doc's	City PM	General guidance ONLY. City staff to develop this document.	-	-	-	-	-	-	0	-	-	-	-	-	-	-	-	-	-	-	0
9.F	Billing Statement (P132) - City staff to prepare doc's	City Billing	General guidance ONLY. City staff to develop this document.	-	-	-	-	-	-	0	-	-	-	-	-	-	-	-	-	-	-	0
10.F	Monthly Estimate (typically AIA form)	Contractor	ECM to provide spreadsheets, justification, and support as needed for City lead negotiations/connections with each Contractor.	-	-	-	-	-	-	0	-	-	-	-	-	-	-	-	-	-	-	0
11.F	Steel Cans & invoices/BOLs/Shipping Tickets	City PM w/ input from Contractor	File & running tally required to comply w/ Buy American Act. Will be necessary to close out the project. SIGNIFICANT Cooperation required from the Contractor.	-	-	4	8	17	-	0	-	-	4	8	17	-	-	-	1	2	4	-
12.F	Concrete & other material testing folders	City PM	Significant cooperation from the contractor & testing lab required. ECM reserves the right to adjust this estimate based on the ultimate required involvement.	-	-	4	8	17	-	0	-	-	10	42	83	-	-	-	3	10	21	-
13.F	Material Source Document - City staff to prepare doc's	City PM	General guidance ONLY. City staff to develop this document.	-	-	1	-	-	-	0	-	-	1	1	-	-	-	-	1	1	-	-
14.F	Subcontractor Approvals - City staff to prepare doc's	City PM	General guidance ONLY. City staff to develop this document.	-	-	1	-	-	-	0	-	-	1	1	-	-	-	-	1	1	-	-
15.F	DBE Reports (P 5MS-4903) - City staff to prepare doc's	Contractor	General guidance ONLY. City staff to develop this document.	-	-	1	-	-	-	0	-	-	1	1	-	-	-	-	1	1	-	-
16.F	Prompt Payment (P1377) - City staff to prepare doc's	Contractor	General guidance ONLY. City staff to develop this document.	-	-	1	-	-	-	0	-	-	1	1	-	-	-	-	1	1	-	-
17.1T	Project Management, Packet Assembly, & QC/QA Review			3	4	8	17	-	-	0	6	6	13	25	-	-	-	2	2	4	8	-
18.1T	Meet w/ City to review progress, submit			1	1	1	-	-	-	0	1	2	2	-	-	-	-	1	2	2	-	-
19.1T	Meet w/ TxDOT as necessary to Review			-	-	4	1	4	-	0	-	-	8	4	8	-	-	-	4	2	4	-
20.1T	"Other" Tasks/Projects - see Note #5			-	-	-	-	-	-	0	3	24	91	125	31	0	-	-	-	-	-	-
Total Hours				4	18	114	204	24	0	0	10	112	412	661	81	0	0	0	14	46	46	11
Hourly Rate				\$ 225.00	\$ 150.00	\$ 112.50	\$ 75.00	\$ 51.00	\$ 120.00	\$ 150.00	\$ 112.50	\$ 75.00	\$ 51.00	\$ 105.00	\$ 150.00	\$ 112.50	\$ 75.00	\$ 51.00	\$ 105.00	\$ 150.00	\$ 112.50	\$ 75.00
Subtotal				\$ 882	\$ 2,700	\$ 12,750	\$ 15,120	\$ 1,224	\$ 1,200	\$ 16,800	\$ 46,350	\$ 41,250	\$ 4,101	\$ 1,050	\$ 7,350	\$ 12,750	\$ 7,350	\$ 5,100	\$ 1,470	\$ 6,900	\$ 4,125	\$ 825
Project Subtotal				\$	\$	\$ 35,178	\$	\$	\$ 118,342	\$	\$ 29,681	\$	\$ 888	\$	\$ 30,488.05	\$	\$	\$	\$	\$	\$	\$
Estimated 3% Reimbursables:				\$	\$	1,055	\$	\$	3,550	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Project Estimated NTE Amount:				\$	\$	36,234.37	\$	\$	121,892.26	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Estimate Basis:	04 Mesa RTS (Martinez Bros/Tristate)	05 Country Club (Sumit)	06 STB #2 (Tristate)												
Orig Construction Value (\$M)	\$ 9,844	\$ 14,079	\$ 1,416												
Value C/O's (\$M)	1,278	-	-												
Revised Const. Value (\$M)	\$ 11,122	\$ 14,079	\$ 1,416												
No. known C/O's (ea)	14	No. known C/O's (ea)	No. known C/O's (ea)												
No. bid items	243	No. bid items	No. bid items												
Project duration est. (Mo)	17	18	227												
Estimate Current Tasks (Mo.)	1	6	2												
hours per month	1	11	38	68	8	2	19	69	110	11	3	17	48	82	8
monthly utilization	1%	6%	22%	39%	5%	1%	11%	40%	54%	6%	1%	10%	28%	47%	5%

Table 1. Summary of the documents required in each application packet & tasks to be performed by ECM:

Task	Document (TxDOT Form #) or Incidental Task (IT)	07 STRS #3 (Tri - State)					08 STRS #1 (Guy Construction)					09 Mesa Pecos Enhance (Horizon)					10 Pedestrian Overpass (IAR)				
		Principal	Sr. PM	Field Coordinator	Field/CADD Assistant	Admin. Asst.	Principal	Sr. PM	Field Coordinator	Field/CADD Assistant	Admin. Asst.	Principal	Sr. PM	Field Coordinator	Field/CADD Assistant	Admin. Asst.	Principal	Sr. PM	Field Coordinator	Field/CADD Assistant	Admin. Asst.
11F	Collect & Review Project Documents		2	6	6	1		2	9	9	1		1	5	5	1		3	13	13	2
21F	Field measure & tabulate installed quantities per station		3	10	16			3	21	31			2	8	8			8	11	11	
31F	Take off plan qty's, compare against field measurements, interview staff, research project files to resolve discrepancies		1	6	9			1	0	9				4	4			1	13	13	
4F	Daily Work Report (F1257) prepare all required to TxDOT's satisfaction		5	28	35	14		6	37	74	19		1	6	12	3		2	13	25	8
5F	Work Summary (F1258) prepare all required to TxDOT's satisfaction		3	14	28			3	19	37			1	3	6			2	8	13	
6F	Change Orders - Prepare all required to TxDOT's satisfaction		2	4	8	0		4	8	17	0		2	4	8	0		3	6	13	0
7F	Mobilization Spreadsheet Calculation			1					1					1					1		
8F	Time Charges - City staff to prepare doc's																				
9F	Billing Statement (F132) - City staff to prepare doc's																				
10F	Monthly Estimate (typically AIA form)		2	2				3	4				2	4				2	8		
11F	Steel Certs & Invoices/BOLs/Shipping Tickets		1	2	4			4	8	17			2	4	8			4	8	17	
12F	Concrete & other material testing folders		3	10	21			5	21	42			3	13	25			4	17	33	
13F	Material Source Document - City staff to prepare doc's		1	1				1	1				1	1				1	1		
14F	Subcontractor Approvals - City staff to prepare doc's		1	1				1	1				1	1				1	1		
15F	Bill Reports (F1464-F151) - City staff to prepare doc's		1	1				1	1				1	1				1	1		
16F	Prompt Payment (F2177) - City staff to prepare doc's		1	1				1	1				1	1				1	1		
17F	Project Management, Packet Assembly, & QC/QA Review	2	2	4	8		3	4	8	17		3	2	4	8		4	3	6	13	
18F	Review/City to review progress, submittals	1	2	2			1	2	2			1	2	2			1	2	4		
19F	Meet w/ TxDOT as necessary to Review	4	2	4			4	4	8			2	2	4			2	4	8		
20F	Other Tasks/Projects - see Note #5																				
		2	44	75	151	15	4	42	111	78	21	4	21	44	51	1	5	30	114	178	8
		\$ 120,90	\$ 138,90	\$ 122,10	\$ 75,00	\$ 11,00	\$ 120,90	\$ 150,00	\$ 112,10	\$ 75,00	\$ 9,000	\$ 210,00	\$ 180,00	\$ 122,50	\$ 75,00	\$ 51,30	\$ 120,90	\$ 180,90	\$ 112,50	\$ 75,00	\$ 11,00
		\$ 240	\$ 8,100	\$ 18,104	\$ 17,810	\$ 700	\$ 380	\$ 7,000	\$ 17,100	\$ 18,100	\$ 1,100	\$ 880	\$ 4,800	\$ 7,200	\$ 8,000	\$ 204	\$ 4,180	\$ 6,900	\$ 11,175	\$ 18,420	\$ 850

Project Subtotal:	\$ 28,138	Project Subtotal:	\$ 41,771	Project Subtotal:	\$ 18,484	Project Subtotal:	\$ 36,008
Estimated 3% Reimbursables:	\$ 874	Estimated 3% Reimbursables:	\$ 1,373	Estimated 3% Reimbursables:	\$ 555	Estimated 3% Reimbursables:	\$ 1,080
Project Estimated NTE Amount:	\$ 30,012.83	Project Estimated NTE Amount:	\$ 47,144.25	Project Estimated NTE Amount:	\$ 18,038.92	Project Estimated NTE Amount:	\$ 37,088.24

07 STRS #3 (Tri - State)	08 STRS #1 (Guy Construction)	09 Mesa Pecos Enhance (Horizon)	10 Pedestrian Overpass (IAR)
Orig Construction Value (\$M): \$ 1.874	Orig Construction Value (\$M): \$ 1.871	Orig Construction Value (\$M): \$ 0.481	Orig Construction Value (\$M): \$ 1.598
Value C/O's (\$M):	Value C/O's (\$M):	Value C/O's (\$M):	Value C/O's (\$M):
Revised Const. Value (\$M): \$ 1.874	Revised Const. Value (\$M): \$ 1.871	Revised Const. Value (\$M): \$ 0.481	Revised Const. Value (\$M): \$ 2.598
No. known C/O's (est):	No. known C/O's (est):	No. known C/O's (est):	No. known C/O's (est):
No. bid items: 212	No. bid items: 284	No. bid items: 47	No. bid items: 2
Project duration est. (Mo): 6	Project duration est. (Mo): 5	Project duration est. (Mo): 5	Project duration est. (Mo): 12
Estimate Current Tests (Mo.): 2	Estimate Current Tests (Mo.): 3	Estimate Current Tests (Mo.): 3	Estimate Current Tests (Mo.): 4
1% 10% 27% 46% 4%	1% 9% 29% 50% 4%	1% 5% 12% 17% 1%	1% 6% 19% 26% 1%