

CONTRACT FOR ENGINEER SERVICES BETWEEN OWNER AND ENGINEER

This CONTRACT FOR ENGINEER SERVICES BETWEEN OWNER AND ENGINEER (the "Contract") is made and entered into by the **County of El Paso, Texas** (the "Owner") and **EMC Engineers** (the "Engineer").

The Engineering services required by this Contract are to be rendered for a construction project identified as **Engineering Services to provide consulting and project management services for the Downtown Detention Center sewer project, as described in Engineer's proposal dated May 20, 2021 and attached as Exhibit A and incorporated for all purposes. Engineer previously conducted a building assessment and drafted plans for plumbing and related systems. Engineer will provide updated construction documents, bidding assistance, and construction administration for the replacement of the existing sanitary sewer system.**

If the terms and conditions of this Contract and Engineer's Proposal conflict, the provisions of this Contract shall control.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Engineer agree:

1. REPRESENTATIONS AND WARRANTIES

By executing this Contract, the Engineer makes the following express representations and warranties to the Owner:

(A) The Engineer is professionally qualified to act as the Engineer for the Project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project;

(B) The Engineer shall maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until the Engineer's duties hereunder have been fully satisfied;

(C) The Engineer has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

(D) The Engineer shall prepare all documents and things required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations;

(E) The Engineer assumes full responsibility to the Owner for the improper acts and

omissions of its consultants or others employed or retained by the Engineer in connection with the Project.

2.

PRELIMINARY CONSULTATION, EXAMINATION AND REPORT

Prior to the preparation of updated construction documents, the Engineer shall first consult in detail with the Owner, and shall carefully examine any information provided by the Owner concerning the Owner's purposes, concepts, desires and requirements (the "Owner's Criteria"), including but not limited to, any design, construction, scheduling, budgetary or operational Project needs, restrictions or requirements. Following such examination, the Engineer shall prepare and submit to the Owner a written report detailing the Engineer's understanding of the Owner's Criteria and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may result from the Owner's Criteria. The written report of the Engineer shall also include proposed solutions, if appropriate, addressing each of such identified problems.

3.

PRELIMINARY DESIGN AND PRICE ESTIMATE

After reviewing with the Owner the written report required by Paragraph 2 above, agreeing upon any proposed solutions to identified problems resulting from the Owner's Criteria, and in no event later than **15** days after the effective date of this Contract, the Engineer shall draft and submit to the Owner an updated design for the Project. The updated design shall be consistent with the Owner's Criteria, as, and if, modified, and shall include the following:

- (A) Plans which depict as appropriate each of the basic aspects of the Project including, but not necessarily limited to, the size, location and dimensions of each structure;
- (B) Omitted;
- (C) Omitted;
- (D) Written specifications, together with plans, if and as necessary or useful to the Owner, of the Engineer, electrical, mechanical, structural and, if relevant, other systems to be incorporated in the Project;
- (E) All work described in **Exhibit A**.
- (F) Any other documents or things necessary or appropriate to describe and depict the Preliminary Design and the conformity of same with the Owner's Criteria (as, and if, modified as set forth above) for the Project.

Upon completion of the updated design, the Engineer shall submit to the Owner in writing, its estimate of the Contractor's anticipated price for constructing the Project

in accordance with the Preliminary Design.

4. DESIGN FOR CONSTRUCTION

Upon written direction from the Owner, after reviewing with the Owner the Preliminary Design required by Paragraph 3 above, and after incorporating any changes or alterations authorized or directed by the Owner with respect to the Preliminary Design or with respect to the Owner's Criteria, as, and if, modified, and in no event later than thirty (30) days after the effective date of this Contract, the Engineer shall draft and submit to the Owner the Design for Construction. The Design for Construction shall include, but shall not necessarily be limited to, plans and specifications which describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for construction. The Design for Construction shall be accurate, coordinated and in all respects adequate for construction and shall be in conformity, and comply, with all applicable law, codes and regulations. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the Owner. In preparing the Design for Construction, the Engineer shall retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. The Engineer shall be responsible for reviewing project design and providing recommendations and changes to the design in accordance with the direction of Owner personnel and **Exhibit A**.

5. FINAL PRICE ESTIMATE

Contemporaneously with the submission of the Design for Construction, the Engineer shall submit to the Owner in writing its final estimate of the contractor's anticipated price for constructing the Project. Once submitted, the final anticipated price estimate shall not be increased or decreased by the Engineer unless the Design for Construction is changed upon authorization by the Owner. In such event the final anticipated price estimate shall be adjusted by the Engineer to reflect any increase or decrease in anticipated price resulting from the change in Design for Construction.

6. EXCEEDING AN ESTABLISHED "MAXIMUM PRICE"

Prior to directing the Engineer to proceed with preparation of the Design for Construction, the Owner may establish and communicate to the Engineer a maximum amount for payment to the contractor as the Contract Price for constructing the Project (the "Maximum Price"). In the event the Engineer's final anticipated price estimate as required by Paragraph 5 exceeds the Maximum Price, or in the event the lowest bid or negotiated proposal from a qualified contractor exceeds the Maximum Price, the Owner may require the Engineer, at no cost to the

Owner, to consult with the Owner and to revise the Design for Construction so as to obtain a bid or proposal at or below the Maximum Price. Absent clear and convincing evidence of gross negligence of the Engineer in making its final anticipated price estimate or in designing the Project without regard to the Maximum Price, providing such revisions shall fulfill the Engineer's liability to the Owner in connection with the Maximum Price.

7.

DUTIES, OBLIGATIONS AND RESPONSIBILITIES DURING CONSTRUCTION

During construction of the Project, and at all times relevant thereto, the Engineer shall have and perform the following duties, obligations, and responsibilities:

(A) In addition to its duties, obligations and responsibilities set forth in the following subparagraphs of this Paragraph 7, the Engineer shall have and perform those duties, obligations and responsibilities set forth in the NCLC Fixed Price Construction Contract Between Owner and Contractor ("the Construction Contract"), as revised and negotiated by Owner and Contractor;

(B) The Engineer shall, as contemplated herein and in the Construction Contract, but not otherwise, act on behalf, and be the agent, of the Owner throughout construction of the Project. Instructions, directions, and other appropriate communications from the Owner to the Contractor shall be given to the Contractor by the Engineer;

(C) Upon receipt, the Engineer shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Engineer may require from the Contractor. The purpose of such review and examination shall be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Engineer to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Engineer shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Engineer shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner;

(D) The Engineer shall carefully inspect the work of the Contractor whenever and wherever necessary, and shall, at a minimum, inspect work at the Project site no less frequently than weekly. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the

Construction Contract. In making such inspections, the Engineer shall protect the Owner from continuing deficient or defective work, from continuing unexcused delays in the schedule and from overpayment to the Contractor. Following each inspection the Engineer shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the Owner;

(E) The Engineer shall initially approve periodic and final payments owed to the Contractor under the Construction Contract predicated upon inspections of the work as required in Subparagraph (D) hereinabove and evaluations of the Contractor's rate of progress in light of the remaining Contract Time and shall issue to the Owner Approvals of Payment in such amounts. By issuing an Approval of Payment to the Owner, the Engineer reliably informs the Owner that the Engineer has made the inspection of the work required by Subparagraph (D) above, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the Contractor's work meets or exceeds the requirements of the Construction Contract, and that under the terms and conditions of the Construction Contract, the Owner is obligated to make payment to the Contractor of the amount approved;

(F) The Engineer shall promptly provide appropriate interpretations as necessary for the proper execution of the work;

(G) The Engineer shall reject in writing any work of the Contractor which is not in compliance with the Construction Contract unless directed by the Owner, in writing, not to do so;

(H) The Engineer shall require inspection or re-inspection and testing or retesting of the work in accordance with the provisions of the Construction Contract whenever appropriate;

(I) The Engineer shall receive and promptly examine, study, and approve, or otherwise respond to, the Contractor's shop drawings and other submittals. Approval by the Engineer of the Contractor's submittal shall constitute the Engineer's representation to the Owner that such submittal is in conformance with the Construction Contract;

(J) The Engineer shall receive and promptly examine and advise the Owner concerning requests for change orders from the Contractor. Upon request by the Owner, the Engineer shall draft Change Orders in a form to be provided by Owner, whether initiated by the Owner, or by the Contractor and approved by the Owner, in accordance with the Construction Contract;

(K) Based upon inspections of the Project, the Engineer shall certify in writing to the Owner the fact that, and the date upon which, the Contractor has achieved Substantial Completion of the Project and the date upon which the Contractor has achieved Final Completion of the Project;

(L) The Engineer shall transmit to the Owner all manuals, operating instructions, as-built plans, warranties, guarantees and other documents and things required by the Construction Contract and submitted by the Contractor;

(M) The Engineer shall testify in any judicial proceeding concerning the design and construction of the Project when requested in writing by the Owner, and the Engineer shall make available to the Owner any personnel or consultants employed or retained by the Engineer for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project;

(N) The Engineer shall review any as-built drawings furnished by the Contractor and shall certify to the Owner that same are adequate and complete; and

(O) The Engineer shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the Engineer or its consultants, or both;

(P) Engineer shall complete all duties described in the proposal, **Exhibit A**.

8. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER FROM AND AGAINST ALL LIABILITY, CLAIMS, LOSS, COSTS AND EXPENSE ARISING OUT OF, OR RESULTING FROM, THE SERVICES OF THE ENGINEER. IN THE EVENT THE OWNER IS ALLEGED TO BE LIABLE ON ACCOUNT OF ALLEGED ACTS OR OMISSIONS, OR BOTH, OF THE ENGINEER, THE ENGINEER SHALL DEFEND SUCH ALLEGATIONS THROUGH COUNSEL CHOSEN BY THE OWNER, AND THE ENGINEER SHALL BEAR ALL COSTS, FEES AND EXPENSES OF SUCH DEFENSE, INCLUDING BUT NOT LIMITED TO, ALL ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND EXPERT WITNESS FEES AND EXPENSES IF REQUESTED TO DO SO BY OWNER.

9. SCHEDULE

Time is of the essence in the performance of this Contract. Within **7** days of the execution hereof, the Engineer shall provide the Owner with a proposed schedule for performance by the Engineer hereunder. Such schedule, if approved by the Owner, shall constitute the schedule for performance of its duties hereunder by the Engineer.

10.
PERSONNEL

The Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Contract, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
Melvin Glass, PE	Mechanical Engineer
Robert Blanchette, PE	Electrical Engineer

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names.

11.
PAYMENTS

For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Engineer shall be paid as follows:

(A) According to the rates and schedule of values in Exhibit A. Engineer's total compensation shall not exceed **\$79,230.00** unless expressly agreed to in a writing executed by Owner and Engineer;

(B) Omitted;

(C) Omitted;

(D) If the Engineer's duties, obligations and responsibilities are materially changed through no fault of the Engineer after execution of this Contract, compensation due to the Engineer shall be equitably adjusted, either upward or downward and **as agreed to in a written change order or other writing**;

(D) As a condition precedent for any payment due under this Paragraph 11, the Engineer shall submit **monthly**, unless otherwise agreed in writing by the Owner, an invoice to the Owner requesting payment for services properly rendered and expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to Subparagraph (D) of this paragraph, and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the Owner may require. Each invoice shall bear the signature of the Engineer, which

signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of the Engineer covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Engineer that payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment shall further constitute the Engineer's representation to the Owner that, upon receipt by the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full. Late payments, if any, will be governed by the Texas Prompt Pay Act. Government Code Chapter 2251;

(F) In the event that the Owner becomes credibly informed that any representations of the Engineer as set forth in Subparagraph (E) are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction;

(G) The Owner shall make payment to the Engineer of all sums properly invoiced under the provisions of this Paragraph 11 within thirty (30) days of the Owner's receipt of such invoice.

12. PROJECT RECORDS

All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Engineer or the Engineer's consultants, shall be made available to the Owner for inspection and copying upon written request of the Owner. Additionally, these records shall be made available, upon request by the Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. These records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. These records expressly include those documents reflecting the time expended by the Engineer and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Engineer in its performance under said Contract. The Engineer shall maintain and protect these records for no less than **three** years after final completion of the Project, or for any longer period of time as may be required by applicable law or good Engineer practice.

13. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE OWNER

The Owner shall have and perform the following duties, obligations and

responsibilities to the Engineer:

- (A) The Owner shall provide the Engineer with the Owner's Criteria;
- (B) The Owner shall review any Documents provided by or through the Engineer requiring the Owner's decision, and shall make any required decisions;
- (C) The Owner shall, at its own expense, furnish a legal description and any necessary survey of the real property upon which the Project is situated;
- (D) As may be mandated by law or called for by the Construction Contract, the Owner shall, at its own expense, provide for all required testing, inspections (except for those inspections expressly required of the Engineer herein), filings, studies or reports;
- (E) In the event the Owner learns of any failure to comply with the Construction Contract by the Contractor, or of any errors, omissions or inconsistencies in the work product of the Engineer, and in the further event that the Engineer does not have notice of same, the Owner shall inform the Engineer;
- (F) The Owner shall afford the Engineer access to the Project site and to the Work as may be reasonably necessary for the Engineer to properly perform its services under this Contract;
- (G) The Owner shall perform its duties set forth in this Paragraph 13 in a timely manner;
- (H) Except for documents requiring the Owner's decision as set forth in Subparagraph 13(B) above, the Owner's review of any documents prepared by the Engineer or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's Criteria, as, and if, modified. No review of such documents shall relieve the Engineer of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

14. APPLICABLE LAW

The law applicable to this Contract is hereby agreed to be the law of the State of Texas where the Project is situated.

15. OWNERSHIP OF THE PRELIMINARY DESIGN AND THE DESIGN FOR CONSTRUCTION

The Preliminary Design and the Design for Construction shall become and be the sole property of the Owner. The Engineer may maintain copies thereof for its records

and for its future professional endeavors.

Neither the Preliminary Design nor the Design for Construction are intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner or by third parties without the written approval of the Engineer, shall be at the sole risk of the Owner.

16.
SUCCESSORS AND ASSIGNS

The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

17.
NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

18.
ERRORS AND OMISSIONS INSURANCE

The Engineer shall maintain the following errors and omissions insurance at all times this Contract is in effect and for a period of ten years after final completion of the Project: A Professional Liability (Errors and Omissions) Policy in accordance with **Exhibit B** from an insurance carrier acceptable to the Owner and in a form acceptable to the Owner, with annual aggregate policy limits of **\$1,000,000.00** which is specific to the Project. The carrier shall endorse this policy to provide sixty (60) days' notice to the Owner prior to cancellation or any change in coverage.

19. [Omitted.]

20.
TERMINATION

(A) Either party hereto may terminate this Contract upon giving **seven** days' written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein;

(B) This Contract may be terminated by the Owner without cause upon **seven** days' written notice to the Engineer. In the event of such a termination without cause, the Owner shall pay the Engineer for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder.

In such event, the Engineer shall promptly submit to the Owner its invoice for final payment which invoice shall comply with the provisions of Paragraph 11.

**21.
ENTIRE AGREEMENT**

This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements.

OWNER - COUNTY OF EL PASO



Ricardo A. Samaniego

El Paso County Judge

Date: 10/25/2021

ENGINEER - EMC ENGINEERS

By  _____

Name: Melvin G. Glass

Title: President

(Signor must be authorized to bind firm)

Date: October 29, 2021



EMC Engineers
2211 E. Missouri Ave., Suite 312
El Paso, Texas 79903
Office: (915) 781-2030 • Fax (915) 781-2055
Web Site: www.emcelpaso.com
Email: support@emcelpaso.com

May 20, 2021

Mr. Erick Hernandez
Facilities Manager – County Jails
County of El Paso
Public Works
810 E. Overland
El Paso, TX 79901

Re: El Paso County Downtown Detention Center Sanitary Sewer System Upgrade

Dear Erick:

I am providing a revised proposal of services for the above referenced project. We will be providing updated MEP consulting services as described below. Our project scope review and updating the existing design for the existing sanitary sewer system replacement based upon its known conditions. The replacement will include any sanitary sewer venting as well. The system replacement is throughout the existing building from the below basement floor through the twelfth (12th) floor.

SERVICES:

Updating Construction Documents, Bidding Assistance, and Construction Administration as detailed below.

Construction Documents Phase:

- Review of Project Documents
- Updating for 2015 Code Compliance
- Final Review and Cleanup Drawings
- Updating Opinion of Probable Plumbing-and Electrical Costs

Bidding Phase:

- Bidding Assistance
- Review Prior Approvals
- Attend Prebid Meeting
- Address Contractor's and City Review Comments
- Issue Construction Documents Addendums
- Attend Bid Opening

Construction Phase:

- Pre-Construction Meeting
- Weekly Owner-Engineer-Contractor (OEC) Meeting: 65 Weeks Meeting Weekly
- Weekly Site Visits and Reports 65 Weeks Visit Weekly
- Submittal Reviews
- Final Inspection and Report
- Record Drawing Creation and Review of Owner's Manuals



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FEES:

Discipline

MEP

Proposed Fee

Construction Documents Phase	\$8,050.00
Bidding Phase	\$6,930.00
<u>Construction Phase (65 weeks)</u>	<u>\$64,250.00</u>
Total	\$79,230.00

We will require additional compensation if it exceeds the above referenced inspections and site visits. Compensation will be based on the following rates:

Principal	\$175.00/hr.
PE	\$150.00/hr.
Sr. Designer	\$125.00/hr.
EIT Engineer	\$100.00/hr.
Designer	\$85.00/hr.
CAD Technician	\$65.00/hr.
Administration	\$55.00/hr.

Please let me know what EMC can do to help our team be a part of this project.

Sincerely,

Melvin Glass, PE
President

Accepted by

10/25/2021

Date

County Judge Ricardo A. Samaniego
Print Name



EMC Engineers
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 El Paso, TX 79903
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PROJECT HOURLY FEE WORKSHEET

Project Name: Downtown Detention Facility Sanitary Sewer Upgrade		Project Duration: 65 Weeks		Project No. 1310065.20		Location: El Paso Texas		Date: 5/18/2021				
Contract Info: Mr. Erick Hernandez								By: MGG				
TASK DESCRIPTION	Principle in Charge Melvin	Mechanical Engineer PE Melvin	Electrical Engineer PE Robert	Mechanical Engineer in Training (EIT)	Senior Electrical Designer JJ	Electrical Designer Carlos	Plumbing Designer Andy N	BIM Manager Giovanni	Construction Project Manager Eddie	Clerical Natasha	Administration Natasha	TOTAL
CONSTRUCTION DOCUMENTS PHASE		0.0	0.0		0.0		0.0					92.0
REVIEW OF PROJECT		4.0										4.0
UPDATING FOR 2015 CODE COMPLIANCE		8.0	4.0				8.0					20.0
FINAL REVIEW AND CLEANUP DRAWINGS		8.0	6.0		16.0		24.0					54.0
UPDATING OPINION OF PROBABLE PLUMBING AND ELECTRICAL COSTS		12.0	2.0									14.0
												0.0
BIDDING PHASE		0.0	0.0		0.0		0.0			0.0		81.0
BIDDING ASSISTANCE, PRIOR APPROVALS, PREBID MEETING, ADDRESSING CONTRACTOR'S AND CITY REVIEW COMMENTS, ISSUE ADDENDUMS AND ATTEND BID OPENING		24.0	12.0		16.0		16.0			13.0		81.0
												0.0
												0.0
												0.0
CONSTRUCTION PHASE		0.0	0.0		0.0		0.0			0.0		541.0
PRE-CONSTRUCTION MEETING		4.0	4.0									8.0
												0.0
WEEKLY OWNER-ENGINEER-CONTRACTOR (OEC) MEETING 65 WEEKS		65.0	33.0						65.0			163.0
MEETING EVERY 1 WEEKS												0.0
												0.0
WEEKLY SITE VISITS AND REPORTS 65 WEEKS									130.0			130.0
VISIT EVERY 1 WEEKS												0.0
												0.0
SUBMITTAL REVIEWS		24.0	12.0									36.0
												0.0
REVIEW AND RESPOND TO REQUEST FOR INSTRUCTUONS (RFI) ESTIMATE		40.0	20.0		20.0		20.0					100.0
												0.0
REVIEW AND APPROVE MONTHLY AND FINAL PAY APPLICATIONS 16 MONTHS		32.0	16.0									48.0
												0.0
												0.0
FINAL INSPECTION AND REPORT		4.0	4.0						4.0			12.0
												0.0
RECORD DRAWING CREATION AND REVIEW OF OWNER'S MANUALS		6.0	6.0		8.0		24.0					44.0
												0.0
												0.0
TOTAL ESTIMATED HOURS	0.0	231.0	119.0	0.0	60.0	0.0	92.0	0.0	199.0	13.0	0.0	714.0
BURDEN SALARY COSTS	\$0.00	\$25,595.00	\$13,020.00	\$0.00	\$4,280.00	\$0.00	\$3,825.00	\$0.00	\$24,805.00	\$505.00	\$0.00	\$72,030.00
MARKUP ON LABOR										ENTER PERCENTAGE	10.00%	\$7,200.00
TOTAL LABOR COST												\$79,230.00
ADDITIONAL DIRECT COSTS	Quantity	Rate	Costs									
Cost per mile (GSA 2020 Schedule)	0	\$0.545	\$0.00									
Air Fare	0	\$600.00	\$0.00									
Per Diem (GSA 2020 Schedule)	0	\$75.00	\$0.00									
Hotel per Day (GSA 2020 Schedule)	0	\$105.00	\$0.00									
Rental Car per Day	0	\$123.00	\$0.00									
Parking	0	\$10.00	\$0.00									
Fuel	0	\$50.00	\$0.00									
Reproduction (Flat Rate)	0	\$1,000.00	\$0.00									
Postage and Overnight	0	\$75.00	\$0.00									
Photography	0	\$20.00	\$0.00									
Consultant Services	0	\$100.00	\$0.00									
Software	0	\$120.00	\$0.00									
Other	0	\$50.00	\$0.00									
Drawing Quantity	0	\$5.00	\$0.00									
Subtotal Direct Costs			\$0.00									
Markup on Direct Costs	10.00%		\$0.00									
Total Direct Costs			\$0.00									
Outside Consultants												
Civil Consultants	Fee:			10.00%	\$0.00	Subtotal	\$0.00					
Landscape Consultants	Fee:			10.00%	\$0.00	Subtotal	\$0.00					
Architectural Consultants	Fee:			10.00%	\$0.00	Subtotal	\$0.00					
Structural Consultants	Fee:			10.00%	\$0.00	Subtotal	\$0.00					
Other Consultants	Fee:			10.00%	\$0.00	Subtotal	\$0.00					
TOTAL FEE:							\$79,230.00					

EXHIBIT B

INSURANCE REQUIREMENTS

Engineer agrees that, at its own cost and expense, it shall procure and continue in force throughout the term of this Agreement, for the benefit of the County of El Paso, its officers, agents, and employees, the following listed insurance in the designated amounts. All such policies of insurance shall be written by insurance underwriters authorized to do business in the State of Texas. All policies shall name the County of El Paso, its officers, agents, and employees as additional insureds. Engineer shall furnish to the El Paso County Risk Manager a certificate from the insurance carrier showing such insurance to be in full force and effect during the term of this Agreement. Said certification shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to the El Paso County Risk Manager **30** days in advance of the effective date thereof.

1. Worker's compensation Including Occupational Disease, and Employer's Liability Insurance: Procure, and maintain during the life of the contract, Statutory Worker's Compensation Insurance and Occupation Disease Disability Insurance in strict accordance with requirements of the most current and applicable State Workmen's Compensation Insurance Laws for all employees engaged in Work under the contract, and in case any Work is sublet, require each subcontractor to provide Worker's Compensation and Occupational Disease Disability Insurance for the latter's employees engaged in such Work. In case any class of employees engaged in hazardous Work under his Contract is not protected under the Worker's Compensation Statute, the Engineer shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for the protection of his employees not otherwise protected.

2. Commercial and comprehensive General Liability, including Products Liability and Completed Operations: (Note "Indemnity" clause hereinafter.) Procure, and maintain during the life of the Contract, full comprehensive General Liability and Property Damage Insurance coverage. This coverage shall provide protection from claims for damages for personal injury and bodily injury including in part sickness, disease, and from claims for damages to property (including "Broad Form"), which may arise directly or indirectly out of, or in connection with, the performance of the Work under the Contract by the Engineer or by any of his subcontractors or by anyone directly or indirectly employed by either of them or under the control of either of them, and the minimum amount of such insurance shall be as follows:

(a) Bodily Damage and Public Liability Insurance is an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for damages arising out personal injury and bodily injury including in part: sickness, disease or death of one person and subject to the same limit for each person and in an amount not less than Two Million Dollars (\$2,000,000.00) in any one occurrence; and Property Damage Insurance (Broad Form) in an amount not less than Five Hundred Thousand (\$500,000.00) Dollars for damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in the same amount.

(b) The Property Damage portion of this coverage shall include such hazardous operations as explosion, collapse and underground exposure coverage. In addition, completed Operations Insurance coverage shall be maintained after completion and acceptance of the project for the full guarantee and maintenance period.

(c) Automobile Liability and Property Damage Insurance: Procure, and maintain during the life of the Contract, Comprehensive Automobile Liability and Property Damage Insurance coverage on all vehicles used in connection with the Contract, whether owned, non-owned, or hired. The liability limits shall be not less than Five Hundred Thousand Dollars (\$500,000.00) for injury or death of each person and in an amount not less than One Million Dollars (\$1,000,000.00) in any one occurrence; and Property Damage limits of not less than Five Hundred Thousand Dollars (\$500,000.00) in any on occurrence.

(d) Owner's Protective Liability Policy: Provide the Owner with an Owner's Protective Liability Policy naming the Worker as the named insured, with the Engineer, and each of their officers, agents, and employees as additionally insured under that policy, said policy to protect said parties from claims which may arise from operations under the Contract. This coverage shall be the same company which provides the Engineer's liability insurance coverage, and in the same minimum amounts.

(e) Contractual Liability Coverage: Each and every policy for liability insurance carried by each Engineer and Subcontractor will include a "Broad Form Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "indemnity" hereinafter set forth.

(f) Indemnity: To the extent permissible by law, the Engineer shall protect, defend, indemnify and save harmless the Owner, its officers, agents, and employees from and against suits, actions, claims, losses, liability or damage of any character and from and against costs and expenses, including in part, attorney fees, incidental to the defense of such suits, actions, claims losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including in part the loss of use resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Engineer or his employees, agents, subcontractors, or suppliers, or anyone else under the Engineer's direction and control,

(regardless if caused in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any Work or services called for by the Contract, or form conditions created by the performance or nonperformance of said Work or services.

(g) Builder's Risk "All-Risk" Insurance: In addition to such Fire and Extended Insurance coverage which the Engineer elects to carry for his own protection, he shall procure and shall maintain for the life of the Contract, Builder's Risk "All-Risk" Completed Value insurance coverage, including, but not limited to, Fire and standard Extended Insurance coverage, Vandalism and Malicious Mischief, upon the full insurable value of all portions of the Work which is the subject of the Contract and subject to a loss for which such Builder's Risk "All- Risk" insurance coverage gives protection and shall include completed Work and Work in progress. Value of this policy shall be fixed to the total bid price on the Bid Form. This coverage shall be with an insurance company or companies acceptable to the Owner.

(h) Boiler and/or Machinery Insurance: Boiler and/or Machinery Insurance, where appropriate and necessary, shall be procured and maintained by the Engineer until the Work has been completed and accepted by the Owner.