

AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT: SCHOOL ZONE INTERSECTION IMPROVMEENTS
AT DR. SUE SHOOK ELEMENTARY**

BETWEEN

MORENO CARDENAS INC.

AND

COUNTY OF EL PASO, TEXAS

AGREEMENT FOR PROFESSIONAL SERVICES

The ENGINEER and the CLIENT agree as set forth below.

ARTICLE 1 - DEFINITIONS

1.1 The definitions of terms used in this agreement are as follows:

Effective Date July 22, 2024
ENGINEER..... Moreno Cardenas Inc.
PROJECT..... School Zone Intersection Improvements at Dr. Sue Shook
CLIENT County of El Paso, Texas
STAKEHOLDER Socorro Independent School District (SISD) El Paso, Texas
Location East El Paso, Texas
CLIENT’s Authorized Contact Gilberto Saldana Jr., P.E.
ENGINEER’s Authorized Project Manager Ozzie Garcia, P.E.
ENGINEER’s Authorized Principal Brian J. Klaes, P.E.

ARTICLE 2 - INTRODUCTION

- 2.1 This AGREEMENT, which is made on the Effective Date, is between the ENGINEER and the CLIENT.
- 2.2 The ENGINEER will provide the CLIENT professional engineering services in connection with the PROJECT. This project consists of the preparation of plans and specifications for the redesign of the school zone on Paseo Del Este Boulevard, extending east to Paseo De Suerte Drive. Professional engineering services provided are restricted solely to the preparation of design plans. These services do not encompass any bid phase assistance by the ENGINEER, and do not include any construction phase administration/management services by the ENGINEER.

ARTICLE 3 – CLIENT’S RESPONSIBILITIES

- 3.1 The CLIENT shall provide the ENGINEER available reports, plans, tests, measurements, maps, exhibits, Record Drawings, and any other known related PROJECT information necessary to design the PROJECT components.
- 3.2 The CLIENT will be responsible for comprehensive and total coordination of the PROJECT with the neighborhood residents, school, and/or other officials/stakeholders as necessary, and will not rely on the ENGINEER to attend any public meetings associated with the PROJECT. The ENGINEER will be available as needed for consultation during public meetings to assist the CLIENT prior to any scheduled public meetings.
- 3.3 The CLIENT will be responsible for obtaining all necessary permits, certificates, reviews, and approvals from all regulatory agencies having jurisdictional authority over the PROJECT as determined and identified by the ENGINEER.

- 3.4 The CLIENT will be responsible for all construction oversight activities to ensure all public infrastructure improvements are installed in accordance with local governing agency jurisdictional requirements. The CLIENT may delegate the responsibilities of section 3.3 and 3.4 to SISD as a condition of providing these services and releasing the project documents.

ARTICLE 4 – ENGINEER’S SCOPE OF SERVICES & SCHEDULE

4.1 The ENGINEER’s scope of services are as follows:

- Coordinate with SISD officials to solidify or modify the work, as necessary.
- Perform site assessment to determine improvements necessary due to existing conditions.
- Redesign school zone on Paseo Del Este Boulevard to extend east of Paseo De Suerte Drive.
- The design should encompass the incorporation of new wheelchair ramps, crosswalk striping, signs, and the installation of either a new or relocated school zone flasher (1) necessary for the modified school zone improvements.
- Design will be prepared, signed, and sealed by a Texas licensed professional engineer and done in accordance with TDLR and local governing code requirements.
- ENGINEER shall submit a full set of construction documents in accordance with TDLR rules and identify RAS Examiner of the upcoming project to initiate a TABS Number prior to final delivery. The CLIENT will be responsible and/or may delegate the responsibilities to SISD for all RAS examination activities and subsequent fees to perform such required measures for TDLR inspection.
- The ENGINEER shall provide preliminary engineering services for the development of plans, specifications, and estimates (PS&E) to encourage safer pedestrian crossing at the intersection of Paseo Del Este Boulevard and Paseo De Suerte Drive.
- Design services include:
 - Development for installation of a Solar Powered School Zone Flashing beacon, HAWK signals, and warning signs 350-feet east of the existing intersection of Paseo Del Este Blvd, and Paseo De Suerte Dr. for westbound traffic.
 - Extension of existing school zone 350-feet to the east of the current boundary.
 - Inclusion of “No Parking” signs along school zone boundary along Paseo Del Este.
 - Extension of existing median to encapsulate the existing crosswalk and provide refuge for pedestrians crossing Paseo Del Este Blvd. along the west side of Paseo De Suerte Dr.
 - Design median opening and left turn bay for into existing driveway entering the student and parent drop off parking lot.
 - Add “No U-Turn” sign for eastbound traffic at the intersection of Paseo Del Este Blvd and Paseo De Suerte intersection.
 - Demolition of two (2) TY 1 existing pedestrian ramps.
 - Obliteration of existing pedestrian striping.
 - SWPPP best management practice appurtenances.
- Coordination and field location for any facilities located on the private property residences is excluded from the scope of services.

- ENGINEER will prepare a preliminary and final design package submittal to allow CLIENT comment. CLIENT shall coordinate any other agency reviews and/or approvals to incorporate any comment/consideration into the design package.
 - Services are limited to design only and exclude all bidding or construction phase services. CLIENT shall ensure and/or may delegate the responsibilities to SISD that all construction, soil testing, compaction, site restorations, etc. shall be performed in accordance with local governing code requirements and provide necessary field oversight/reviews as required.
- 4.2 The CLIENT's schedule for providing the services is estimated as the following from the Effective Date of this AGREEMENT and provision of Article 3.1 documents (whichever is later):
- Preliminary Design Drawings – shall be provided in approximately 90 days.
 - CLIENT review – 14 calendar days
 - Final Design Drawings – shall be provided in approximately 30 days.

ARTICLE 5 – ENGINEER'S COMPENSATION/PRO BONO

- 5.1 The ENGINEER will provide the services as described in Article 4.1 at no charge or expense to the CLIENT and are considered Pro Bono services.
- 5.2 The ENGINEER will not invoice the CLIENT for any labor, material or other reimbursable costs associated with the PROJECT related to the services described in Article 4.1.

ARTICLE 6 - ENGINEER'S RESPONSIBILITIES

- 6.1 The ENGINEER shall commence his work with reasonable promptness after the Effective Date shown in the AGREEMENT and will promptly notify the CLIENT of any potential PROJECT delays.
- 6.2 The ENGINEER is not responsible for any schedule delays due to the CLIENT's responsibilities as described in ARTICLE 3.

ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS

- 7.1 The deliverables, as specified in Article 4.1 including engineering plans/drawings, prepared by the ENGINEER are instruments of service for use solely with respect to the construction of the PROJECT and remain solely in the possession of the ENGINEER. The ENGINEER will provide the CLIENT reproducible copies of the of the instruments of service for purposes of constructing, using, and maintaining the PROJECT.
- 7.2 The CLIENT shall not amend the ENGINEER's work without written permission of the ENGINEER.

ARTICLE 8 - TERMINATION OF AGREEMENT

- 8.1 The AGREEMENT may be terminated in whole or in part by either party (for any reason or purpose) provided that no such termination may be affected unless the other party is given written notice (delivered by certified mail, return receipt requested) of intent to terminate on the thirtieth (30th) day from the written notice date.

ARTICLE 9 - INDEMNIFICATION

- 9.1 In consideration to the ENGINEER for providing professional engineering services on a voluntary Pro Bono basis and without monetary or other compensation for or on behalf of the CLIENT, the CLIENT agrees to the extent permitted by law to indemnify and hold harmless the ENGINEER against all damages, liabilities, or costs, including attorneys' fees and defense costs, arising out of, or resulting from the ENGINEER's voluntary services.
- 9.2 The CLIENT agrees to the maximum extent permitted by law to waive any claims against the ENGINEER, its officers, directors, and employees arising out of the performance of these voluntary services.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

- 10.1 This Agreement shall be governed by the law of the State of Texas. Proper venue for any legal actions related to this Agreement shall be El Paso County, Texas.
- 10.2 The ENGINEER and the CLIENT, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement.
- 10.3 This agreement represents the entire and integrated agreement for the PROJECT between the ENGINEER and the CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the ENGINEER and CLIENT.

This agreement entered as of the day and year first written in ARTICLE 1 of this AGREEMENT.

CLIENT:
County of El Paso, Texas

ENGINEER:
Moreno Cardenas Inc.

Signature of Authorized Representative:

Signature of Authorized Representative:

Type or Print: _____

Type or Print: Brian J. Klaes, P.E. _____

Title: _____

Title: _____

Signature: _____

Signature: _____