



MEMORANDUM

TO: Board of Directors

FROM: Gerald Grijalva, General Manager

SUBJECT: Discussion and Possible Action to Approve Engineering Services for Varela Rd Water Main Extension Under RFQ No. 20-0730-01

PRESENTER: Daniel Hernandez

DATE: September 23, 2021

Lower Valley Water District requested a proposal from CEA Group to provide Engineering Services to design a new water line on Varela Rd going from Jardin de Flores Subdivision to Rosa Azul Subdivision. Project consists of Design Phase Services and Land Acquisition Services.

ADMINISTRATIVE RECOMMENDATION: The administration is recommending approval of proposal as presented



September 14, 2021

**Lower Valley Water District
1557 FM Road 1110
Clint, TX 79836**

**Attention: Mr. Ed Long, P.E.
C.O.T.O.**

**Reference: Varela Road Water Main Extension
Fee Proposal for Design and Bidding Phase Services (Revision #1)**

Dear Mr. Long:

At Lower Valley Water District's (LVWD) invitation, CEA Group (CEA) has prepared for the District's consideration the following Scope and Fees to provide Engineering Design Phase Services for the Varela Road Water Main Extension within the City of Socorro, Texas.

SCOPE OF SERVICES

TASK ORDER #1 – DESIGN PHASE SERVICES

100. Project Management

- A.1 Monitor Project Progress, Staff and Invoicing.
- A.2 Project Coordination.

200. Pre – Design

- B.1 Per Original Contract
- B.2 Field Reconnaissance.

300. Design

- C.7 Prepare and submit a PDF sets of 95% plans to LVWD for review and comments.
- C.8 Attend 95% review meeting with LVWD personnel and incorporate comments into 100% submittal.
- C.9 Prepare and submit a PDF se of Final plans and specifications to LVWD.

TASK ORDER 2 – LAND ACQUISITION PHASE SERVICES

A. Land Acquisition Services Provided by Franklin Mountain Land Services.

- A.1 Perform easement acquisition. This portion of the work will be conducted by Franklin Mountain Land Services.



FEES

CEA Group will perform the aforementioned Scope of Basic Services for the following lump sum amounts. The following is a breakdown of our fees.

Design Phase Services

Task 1 – Civil Design, CEA Prime Consultant, a lump sum amount of	\$ 32,361
Design Subtotal	\$ 32,361

Other Engineering Services

Task 2 – Land Acquisition Phase Services, a lump sum amount of	\$ 35,535
Other Engineering Services Subtotal	\$ 35,535

Total Project Services	\$ 67,896
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DELIVERABLES

Deliverables will consist of the number of sets of plans as described in the Scope of Services above. Additional copies will be provided upon request and charged in accordance with Exhibit C.

ADDITIONAL SERVICES

CEA will also furnish such additional services as LVWD may request. Additional services will be charged on the basis of the attached updated rate schedule, Attachment C. Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by the client where changes are due to causes beyond the control of CEA Group are considered Additional Services.

EXCLUSIONS

CEA specifically exclude services related to the following:

- Contract Documents and Technical Specifications
- Engineer’s Opinion of Probable Construction Cost
- Taxes (applicable to surveys);
- Individual Property Easement Metes & Bounds and Plats of Survey;
- Modeling (Sizes of Sanitary Sewer Lines to be Provided by LVWD);
- Certifications from a title company;
- Submission of plans to TXDOT for approval;
- Submission of plans to EPCWID#1 for approval;
- Flood control studies or FEMA studies;
- Third Party Inspection;
- Any other items not specifically listed in the above Scope of Work.

CEA will bill you monthly for services and reimbursements expenses on a percentage of our work completed. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the project.

SCHEDULE

CEA would expect to start our services promptly after receipt of LVWD acceptance of this proposal. CEA will conduct periodic meetings with LVWD to keep LVWD updated with the progress of the project.



STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions are contained in Exhibit B. In the event you wish to accept this amendment, please execute both the original and the enclosed copy of this proposal and return the copy of the proposal to our office.

LVWD's signature below on the line indicated and return of the signed copy to this office will consummate our agreement and serve as our authorization to proceed with our services as it is ordered.

CEA looks forward to continuing working with LVWD on this project. If LVWD have any questions or require additional information, please do not hesitate to call Abel Garcia or Ulises Estrada at (915)544-5232.

Sincerely,
CEA Group

Abel Garcia, P.E.
Project Engineer

Approved By:

Ulises Estrada, P.E.
Principal Engineer

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AG/ag

- Attachments: Exhibit A – Fee Breakdown
- Exhibit B – LVWD Standard Terms and Conditions
- Exhibit C – CEA Group Rate Table
- Exhibit D – Project Schedule

The foregoing proposal of CEA Group, Inc. is accepted.

Lower Valley Water District

Print (Type) Individual, Firm, or Corporate Name

Signature, LVWD Engineering / New Installations Manager

Mr. Ed Long, P.E.

Printed, LVWD C.O.T.O.

Date

The foregoing proposal of CEA Group, Inc. is approved.

Lower Valley Water District

Print (Type) Individual, Firm, or Corporate Name

Signature, LVWD General Manager

Mr. Gerald Grijalva

Printed, LVWD General Manager

Date

PROJECT NAME:	Varela Road Water Main Extention	
JOB NUMBER:		
DATE:	9/14/2021	
FEE TYPE:	LUMP SUM	
PREPARED BY:	Abel Garcia	
PROJECT MGR:	Abel Garcia	
TOTAL EID, DESIGN AND BIDDING FEE:	\$	67,896
Design	\$	32,361
Land Acq	\$	35,535
Total	\$	67,896



EXHIBIT B STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are incorporated by reference into the foregoing agreement or proposal ("Agreement") between CEA Engineering Group (CEA) and its client ("Client") for the performance of engineering, surveying, planning, or other services ("CEA Services"). These Standard Terms and Conditions are fully binding, just as if they were fully set forth in the body of the Agreement. These Standard Terms and Conditions are negotiable. The Client has the right to accept, reject or modify any element of this contract prior to its execution.

1. **Period of Offer.** Any proposal by CEA to provide services must be accepted within sixty (60) days of the proposal. This sixty (60) day period may only be extended by mutual written agreement of both CEA and the Client. CEA shall have the option of canceling a proposal from CEA at any time prior to the original or extended expiration date of the proposal. In the event the Client accepts a proposal from CEA, by executing and delivering either the signed original or copy to CEA, the signed proposal and the attachments expressly incorporated therein by reference shall constitute the entire Agreement between the parties for the scope of services to be performed (the "Project").
2. **Scope of Services.** CEA shall only be obligated to perform those services expressly described in this Agreement. Unless expressly provided for herein, CEA has in no event any obligation or responsibility for:
 - a. The correctness and completeness of any document which was prepared by any utility company.
 - b. The correctness and completeness of any drawing prepared by CEA, unless it was properly sealed by a professional on behalf of CEA.
 - c. Favorable or timely comment or action by any government entity on the submission of any construction documents, land use or feasibility studies, petitions of exceptions of waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to CEA from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. The correctness of any geotechnical services performed by others, whether or not subcontractors of CEA.
 - g. The accuracy of earthwork estimates and quantity take-off(s), or the balance of earthwork cut and fill.Should shop drawing review and/or approval be incorporated into the Scope of Services, CEA shall pass upon the shop drawings with reasonable promptness. Checking and/or approval of shop drawings will be general, for conformance with the design concept of the Project and compliance with the information given in the Contract Documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. *Approval shall not be construed as permitting any departure from contract requirements nor as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist.*
3. **Ownership of Instruments of Service.** All drawings, reports, plans, specifications, and computer files, as prepared by CEA, shall remain the property of the Lower Valley Water District. CEA understands that this information will be used solely as a general guide for the design of water and sewer infrastructure. Design of specific improvements will require site specific information, meeting the latest codes and standards.
4. **Fees and Compensation.** In the event the Client requests CEA to perform services not specifically described in the Agreement, the Client agrees to compensate CEA for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement, or in any subsequently effective schedule unless a written agreement has been signed by both parties indicating the fee basis of such additional changes.
5. **Period of Service.** The provisions of this Agreement and the compensation provided for hereunder have been established in anticipation of the orderly and continuous progress of the Project. CEA's obligation to render services will extend only for that period which may reasonably be required to complete the work in an orderly and continuous manner and CEA may then, at its sole option, terminate this Agreement.
6. **Opinions of Probable Cost.** Since CEA has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor(s)' methods of determining prices, competitive bidding or market conditions, CEA's opinions of probable construction costs and project cost provided for herein are to be made on the basis of CEA's experience and qualifications and represent CEA's best judgment as experienced and qualified professional engineers, familiar with the construction industry. CEA makes no warranty, expressed or implied, that the bids or the negotiated cost of the work will not vary from CEA's opinion of probable project or construction cost.
7. **Reimbursable Expenses.** The Client shall reimburse CEA for all reimbursable expenses incurred by CEA in connection with the performance of services for the Client under this Agreement, as provided in Attachment A, plus ten percent (10%). CEA may submit invoices for reimbursable expenses separately from invoices for services.
8. **Payment Terms.** CEA may submit invoices at any time to the Client for CEA Services and for reimbursable expenses incurred. Invoices are payable within thirty (30) days of the invoice date, and the Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on any unpaid balance not received by CEA within thirty (30) days of the invoice date. Invoices may be based either upon CEA's estimate of the proportion of the total services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of services. In the event any invoice is not paid within thirty (30) days of the invoice date, CEA shall have the right to either suspend the performance of further CEA Services until all invoices to the Client under this or any other Agreement more than thirty (30) days past due are fully paid, or to terminate the Agreement and to initiate proceedings to recover amounts owed by the Client. Additionally, CEA shall have the right to withhold from the Client the possession or use of any drawings or documents prepared by CEA for the Client under this or any other Agreement with the Client until all delinquent invoices are paid in full. The Client shall not offset payments of CEA invoices by any amounts due, or claimed to be due for any reason. If the Client does not give CEA written notice disputing an invoice within twenty (20) days of the date thereof, the invoice shall be deemed correct. All payments made by the Client should specify the invoice numbers being paid. If payments are received that do not specify the invoices being paid, CEA may apply payments at CEA sole discretion. Time is of the essence for the Client's payment obligations; and failure of the Client to pay any sum to CEA in full and when due shall be deemed a material breach of this Agreement.
9. **Information from the Client and Public Sources.** The Client shall furnish CEA all plans, drawings, surveys, deeds and other documents related to the services in the Client's possession and shall inform CEA in writing about all special criteria or requirements related to CEA Services (together "Client Information"). CEA may also obtain deeds, plats, maps and any other information filed with or published by any governmental entity (together "Public Information"). CEA may rely on the Client Information and Public Information in pursuing CEA Services. CEA shall not be responsible for errors or omissions or additional costs arising out of reliance on Client Information or Public Information. CEA shall not be responsible for any special criteria or requirements related to CEA's Services not expressly identified pursuant to the Agreement. Client agrees to give prompt notice to CEA of any development or occurrence that affects the scope or timing of services, any defect in the final work submitted by CEA, or errors or omissions of others as they are discovered. CEA shall not be responsible for any adverse consequence arising in whole or in part from the Client's failure to provide accurate or timely information, approvals and decision, as required for the orderly progress of the work.
10. **Client Claims.** Client released CEA or any of its partners, employees, agents, or subcontractors, in the performance of this Agreement, as this Agreement may from time to time be amended, or in the performance of any supplementary services in any way related to this Agreement, unless the Client has strictly complied with all of the following procedures for asserting a claim, as to which time is of the essence:
 - a. The Client shall give CEA written notice within one hundred twenty (120) days of the date that the Client discovers, or should, in the exercise of ordinary care, have discovered that it has or may have a claim against CEA. If the Client fails to give CEA written notice within one hundred twenty (120) days, then such claim shall forever be barred and extinguished.
 - b. If CEA accepts the claim, CEA shall have a reasonable time to cure any error or omission and any damage resulting therefrom. This shall be the Client's sole remedy, and the Client may not itself cause the error or omission, or any damage resulting therefrom to be cured if CEA is ready, willing and able to do so.
 - c. In the event that CEA rejects the claim, it shall give the Client written notice of such rejection within thirty (30) days of receipt of the notice of claim from the Client. The Client shall then have sixty (60) days within which to furnish CEA with an opinion from a recognized expert in the appropriate discipline, corroborating the Client's claim that CEA committed an error or omission, and establishing that the error or omission arose from the failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction location of the Project. If the Client fails to furnish CEA such an opinion from a recognized expert within sixty (60) days from the date of notice of rejection, then such claim shall for ever be barred and extinguished.

- d. CEA shall have sixty (60) days from receipt of the written opinion of an expert within which to reevaluate any claim asserted by the Client. If CEA again rejects such claim, or if the sixty (60) day period from receipt of the written opinion of the expert elapses without action by CEA then the Client may have recourse to such other remedies as may be provided under this Agreement.
12. **Hazardous Materials.** As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both parties acknowledge that CEA scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event CEA or any other party encounters any hazardous or toxic materials, or should it become known to CEA that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of CEA Services, CEA may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement to the fullest extent permitted by law, to indemnify and hold harmless CEA, its officers, partners, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, Presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of CEA.
 13. **Waiver of Claims for Hazardous Materials** In consideration of the substantial risks to CEA in rendering its services in connection with the Project due to the presence or suspected presence of hazardous materials at or near the jobsite, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any kind, including but not limited to negligence, breach of contract or warranty, either expressed or implied, strict liability or any other causes, against CEA, its officers, directors, partners, employees or subconsultants, which may arise out of or may in any way be connected to the presence of such hazardous materials. The Client acknowledges that CEA is not and shall not be required to be in any way an "arranger," "generator," "operator," or "transporter" of hazardous materials present at or near the Project site, as these terms are defined in applicable federal or state statutes.
 14. **Termination.** Either party may terminate the Agreement in the event of a material breach by the other party. Client shall immediately pay CEA for all services rendered and expenses incurred through the termination date, including fees and expenses incurred by CEA as a result of the termination.
 15. **Payment of other professionals.** In the event this Agreement includes continuation of work begun by other architects, engineers, planners, surveyors, or professionals, CEA may suspend CEA Services until Client makes arrangements satisfactorily to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by CEA to be reasonable, CEA may at its sole discretion terminate this Agreement.
 16. **Assignment and Third-Party Beneficiaries.** Neither CEA nor the Client shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by CEA shall not be considered an assignment for the purposes of this Agreement.
 17. **Governing Law and Jurisdiction.** The Client and CEA agree that this Agreement and any legal action concerning its validity, interpretation and performance shall be governed by the laws of the State of Texas. It is further agreed that any legal action between the Client and CEA arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in State of Texas.
 18. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CEA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbonding mediation, unless the parties mutually agree otherwise. The Client and CEA further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
 19. **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
 20. **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
 21. **Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both the Client and CEA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of CEA to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs, so that the total aggregate liability of CEA to the Client shall not exceed \$50,000.00. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. CEA shall not be liable to Client, in any event or for any amount, for delays or for consequential, special or incidental damages, or for punitive or exemplary damages. Should Client find the terms of this Paragraph unacceptable, CEA is prepared to negotiate a modification in consideration of an equitable surcharge or pay for CEA's additional insurance premiums and risk.
 22. **Attorney's Fees.** In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation.
 23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either CEA, Client, or their respective agents, that is not contained in the Agreement shall enlarge, modify, alter or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
 24. **Titles.** The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement.



EXHIBIT C

HOURLY RAW RATES

Effective Date: January 2021

Classification

1. Principal-in-Charge.....	\$86.00
2. QA/QC Engineer.....	\$77.75
3. Senior Project Manager.....	\$74.75
4. Project Manager.....	\$67.25
5. Senior Engineer.....	\$57.20
6. Project Engineer.....	\$46.70
7. Design Engineer.....	\$38.50
8. Engineer Associate.....	\$33.25
9. Resident Project Representative.....	\$37.25
10. Senior Engineering Technician.....	\$42.60
11. Engineering Technician.....	\$32.85
12. Senior Drafting Technician.....	\$29.85
13. Drafting Technician II.....	\$23.90
14. Drafting Technician I.....	\$18.70
15. Administrative Manager.....	\$40.35
16. Administrative Assistant.....	\$29.15
17. Clerical.....	\$17.20

OVERHEAD RATE

1. Profit Rate:.....	15%
2. Fringe Rate:.....	37.08%
3. General Overhead Rate:.....	112.11%
4. Combined OH Rate:.....	149.19%

Amendment #1

El Conquistador Estates and Lourdes Estates Sanitary Sewer Collection Systems

ID	Task Name	Duration	Start	Finish	November	December	January	February
1	Varela Water Main Extension	100 days	Mon 11/15/21	Tue 2/22/22	11/11 11/21	12/1 12/11 12/21	1/1 1/11 1/21	2/1 2/11 2/21
2	Project Management	0 days	Mon 11/15/21	Mon 11/15/21	◆ 11/15			
3	NTP	0 days	Mon 11/15/21	Mon 11/15/21	◆ 11/15			
4	Pre-Design	20 days	Mon 11/15/21	Sat 12/4/21				
5	Field Reconnaissance	20 days	Mon 11/15/21	Sat 12/4/21		0%		
6	Design	80 days	Sun 12/5/21	Tue 2/22/22			0%	
7	95% Submittal	40 days	Sun 12/5/21	Thu 1/13/22				0%
8	95% LVWD Review	15 days	Fri 1/14/22	Fri 1/28/22				0%
9	100% Submittal	10 days	Sat 1/29/22	Mon 2/7/22				0%
10	100% LVWD Review	10 days	Tue 2/8/22	Thu 2/17/22				0%
11	Final Submittal	5 days	Fri 2/18/22	Tue 2/22/22				0%

Project: Lourdes & Conquistado
Date: Tue 9/14/21

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

SUBCONSULTANT



August 18, 2021

CEA Engineers
c/o Abel Garcia
813 Kansas St. Suite 300
El Paso, Texas 79902

RE: Varela Water Improvements

Dear Abel:

FMRE Services shall initiate all title work needed to review and advise **CEA on behalf of Lower Valley Water District** of any possible title issues in need of remedy. **FMRE Services** will initiate all necessary actions required to mitigate any title issues and see them through completion. **FMRE Services** shall work alongside the project consultant to coordinate for any needed exhibits, documentation of information, necessary to compete documents. **FMRE Services** will produce all documents, as approved by **CEA on behalf of LVWD**, and will initiate all contact with the affected property owners to obtain any necessary signatures to include, but not limited to:

Project Welcome Letters
Right of Entry
Landowner Rights Documentation
Easement and/or Purchase Documents

FMRE Services will maintain detailed electronic records of all documentation and contact with landowners. **FMRE Services** shall provide all services set out above in accordance with the following schedule:

All deliverables to be provided to LVWD within completion of file or a schedule determined and agreed to by the parties involved. Deliverables include: 1 Electronic file of all related documentation related to each landowner file, 1 hard copy file related to each landowner file.



Compensation:

CEA on behalf of LVWD shall pay FMRE Services for work performed on an as completed basis, based on total percentage complete, which will be outlined by monthly billing statements, the sum of \$34,500. This amount is inclusive of all expenses related to the completion of this project as it relates to the acquisition of the outlined items below:

1) 23 Easements @ \$1,500 each	\$34,500
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Warm Regards,

Margaret Livingston, CCIM
HUB/WOSB/TXDOT Certified