



## Camino Real Regional Mobility Authority

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### GOODS AND SERVICES PROCUREMENT

#### El Paso Streetcar Project Overhead Contact System Reconfiguration

Issue Date	June 7, 2020
Responses Due	June 29, 2020
Submit Responses to:	Atkins NA Stanton Tower 100 N Stanton Street, Suite 601 El Paso Texas 79901



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## I. Introduction

The Camino Real Regional Mobility Authority (CRRMA), using design plans developed by the City of El Paso, procured and constructed the El Paso Streetcar Project (Streetcar Project). The Streetcar Project, which included 4.8 miles of track, a Maintenance and Storage Facility (MSF) and rehabilitation of six vehicles, is now complete and began operations by the Streetcar Division of the City of El Paso's Sun Metro. The CRRMA is now soliciting proposals for a qualified proposer to provide certain goods and services to complete a reconfiguration of a portion of the overhead contact system within the MSF, which is more fully enumerated below.

## II. Scope of Services

The scope of work consists of removing a portion of the interior overhead contact system (OCS) inside the El Paso Streetcar Maintenance and Storage Building (MSF) in bays #1 and #2 and replacing the existing OCS with a less intrusive non-tension contact wire system. The purpose of the reconfiguration is to allow for better space utilization inside the MSF. The project is confined to the MSF facility at 601 S. Santa Fe. The selected proposer is also responsible for coordination of work with Sun Metro's Streetcar Operations.

The description of this scope of work, as enumerated above, is intended merely as a general overview. Please refer to the drawings, specifications, and other information included as **ATTACHMENT A – Scope of Services**, for more information.

## III. Proposal Content

As used in this procurement, the term "Proposal" includes the proposer's complete response to this procurement, including all required forms and requested documentation.

The proposer must agree to assume full responsibility for the execution of the work, including management of all subcontractor/supplier efforts.

Proposers shall provide responses to all information requested in the procurement. Failure to respond or to provide requested information may result in a determination by CRRMA, in its sole discretion, that a proposal is non-responsive, which may result in disqualification.

The proposer shall be clear and concise and explain how the proposer intends to meet the requirements of this procurement. Legibility, clarity, and completeness of the response are essential.

The submittal shall include the One (1) signed and dated original Proposal, must contain the following elements. The submittal shall include an electronic file of the Proposal to be submitted via email to Edgar Fino at . [Edgar.Fino@atkinsglobal.com](mailto:Edgar.Fino@atkinsglobal.com) prior to the submittal dated and time listed in Section IV. Proposal Questions and Response Submittal. The subject of the email should be OCS Reconfiguration Services. The signed and dated original proposal shall be submitted to CRRMA to the address below no later than 48 hours after the due date.

- A description of the proposer's approach to reconfiguring the OCS system.
- A proposed Schedule of work that is in sufficient detail that Streetcar Operations and Maintenance can develop a work around so that operation of the streetcar system can be maintained.
- A Lump sum price proposal that includes all materials, equipment, labor and overhead costs to complete the work. If the proposer anticipates multiple progress payments, the price proposal shall include a schedule of values in sufficient detail to be able to measure and approve any progress payments.

#### **IV. Proposal Questions and Response Submittals**

This procurement seeks information that will enable the CRRMA to properly evaluate the abilities of interested proposers. Questions concerning the procurement or contract documents must be directed via email to:

Email: [Edgar.Fino@atkinsglobal.com](mailto:Edgar.Fino@atkinsglobal.com)

Cc: [info@crrma.org](mailto:info@crrma.org)

Email Subject: OCS Reconfiguration Services

Emailed questions must be received by the CRRMA by 4:00pm (El Paso time) on the date noted on the title page of this procurement. Receipt of questions submitted by email will be confirmed by return email within one (1) day of receipt.

Responses to the procurement must be received by the CRRMA by 4:00pm (El Paso time) on the date noted on the title page of this procurement. Any such responses shall be submitted as follows:

One (1) Signed Electronic Copy sent via email to:

[Edgar.Fino@atkinsglobal.com](mailto:Edgar.Fino@atkinsglobal.com)

Cc: [info@crrma.org](mailto:info@crrma.org)

Subject: OCS Reconfiguration Services

One (1) Original Hardcopy with signature sent via USPS, UPS, FedEx or hand carry to:

Atkins NA

Stanton Tower, 100 N Stanton Street Suite 601

El Paso, Texas 79901

Attn: Edgar Fino

Materials submitted, will not be returned to proposers. Updates and addenda to this procurement may be issued periodically prior to the deadline for responses and will be posted on the Procurements Page of the CRRMA's website [www.crrma.org](http://www.crrma.org). Interested proposers are responsible for monitoring the website for new information, and submittals in response to this procurement will be expected to incorporate whatever changes may be reflected by any new information or addenda posted on the website.

CRRMA will not be bound by, and the proposer shall not rely on, any oral communication regarding the procurement, and shall not rely on any communication except written communication from CRRMA as described in the procurement.

## **V. Evaluation and Selection Process**

All properly submitted proposals will be reviewed by the CRRMA and its consultants and contractors, with a recommendation of award being provided to the CRRMA Board. The Board, in its sole discretion, may award a contract to the proposer it determines, in its sole discretion, will provide the goods and services at the best value for the CRRMA. Criteria to be used for the selection will include price, schedule and reconfiguration approach.

The successful proposer's proposal will be incorporated into the final Contract Documents. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this procurement, unless clearly and specifically noted in the proposal and confirmed in the Contract Documents, which comprise the agreement between CRRMA and the proposer selected.

## **VI. Anticipated Solicitation Schedule of Events**

The following procurement schedule is anticipated, but not guaranteed.

Procurement Issued	June 7, 2020
Deadline to submit written questions	June 12, 2020, 4:00 pm, El Paso time
CRRMA responds to written questions	June 19, 2020, 4:00 pm El Paso time
Proposals due	June 29, 2020, 4:00 pm, El Paso time
Contract Award	July 2020
Notice to Proceed	July 2020

## **VII. Contract for Services**

This procurement and the relationship resulting from it shall be governed by the draft contract documents, as provided in Attachment C to this procurement. The draft contract documents are attached to provide the proposers with the opportunity to identify any questions with such contract documents in advance. Questions on the contract documents should be submitted in accordance with the schedule noted above.

## **VIII. Release of Information and Public Information Act Compliance**

All responses submitted to this procurement shall be deemed to become the property of the CRRMA and may be subject to public disclosure under the Texas Public Information Act (PIA). Any material believed

by the proposer to be proprietary, confidential, or otherwise exempt from disclosure under the PIA should be clearly marked as such.

The CRRMA will notify a proposer if a request for public information is received that may require the CRRMA to disclose any material in the response that the proposer has marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA. The CRRMA does not have and does not assume any obligation to assert or argue on behalf of the proposer that any information provided to the CRRMA is exempt from required disclosure.

## **IX. Procurement Details**

The CRRMA reserves all rights available to it by law and in its Procurement Policies in administering this process, including without limitation, the right in its sole discretion to: modify the process described herein; reject any and all submittals at any time; terminate evaluation of any and all submittals at any time; suspend, discontinue or terminate negotiations with any entity at any time prior to the actual authorized execution of an agreement by all parties; negotiate with a proposer without being bound by any provision in its submittal; or request or obtain additional information about any submittal(s).

Under no circumstances shall the CRRMA or any of its agents, representatives, consultants, directors, officers or employees be liable for, or otherwise obligated to reimburse, the costs incurred by proposers, whether or not selected for submission of detailed proposals, in developing responses to this procurement.

## **X. Anti-Lobbying Prohibition**

Except for questions concerning this procurement, which may be submitted in writing as described above, proposers shall NOT contact, either directly or indirectly, members of CRRMA's Board of Directors, CRRMA's staff, its advisors, or any of its contractors or consultants, or members of Sun Metro's Streetcar Program or staff concerning the subject matter of this procurement from the date of issuance until the day after execution of a contract with the winning proposer, except as otherwise provided in this procurement. Any proposer judged to be in violation of this anti-lobbying prohibition shall be disqualified from being considered in this procurement at CRRMA's sole discretion. proposers are responsible for reviewing the CRRMA's current Conflict of Interest Policy for Consultants and Conflict of Interest Policy – Financial Team Members as well as the current Key Personnel – Consultants and Key Financial Team Members. All four documents are posted on the Meetings & Information Page of the CRRMA's website ([www.crrma.org](http://www.crrma.org)), in the Agency Policies section.

[ATTACHMENTS ON FOLLOWING PAGES]

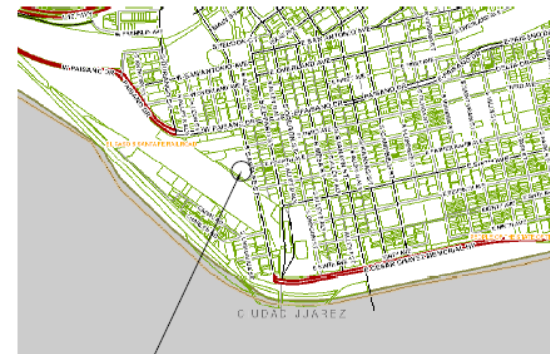
## ATTACHMENT A – Scope of Services

### GENERAL AND CONSTRUCTION NOTES:

1. THE DESIGNS IN THIS DOCUMENT ARE INTENDED FOR THE SOLE USE OF SUN METRO AND ITS CONTRACTORS WITH CITY OF EL PASO APPROVAL. THE DESIGNS SHOWN ARE SPECIFIC TO THIS PROJECT AND MAY NOT BE APPROPRIATE TO SATISFY THE NEEDS OF OTHER USERS AND ANY OR RE-USE OF THIS DOCUMENT IS AT THE RISK OF THE USER.
2. CONTRACTOR IS TO BE APPROVED BY THE CITY OF EL PASO AND SUN METRO PRIOR TO AWARD OF CONTRACT. RESUMES AND WORK QUALIFICATIONS MUST BE PRESENTED TO THE CITY OF EL PASO PRIOR TO APPROVAL. APPROPRIATE LICENSES AND BONDING ARE DETERMINED BY THE CITY OF EL PASO AND SUN METRO.
3. SURVEYS, UTILITY INFORMATION, AND OTHER INFORMATION HAVE BEEN FURNISHED TO SNC-LAVALIN; DESIGNER HAS RELIED ON THIS INFORMATION AS FURNISHED, AND IS NEITHER RESPONSIBLE FOR NOR HAS CONFIRMED THE ACCURACY OF THE INFORMATION.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH CITY OF EL PASO STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC IMPROVEMENTS (PRESENT EDITION) EXCEPT AS MODIFIED IN THE CONTRACT DOCUMENTS.
5. SNC-LAVALIN SHALL NOT BE HELD LIABLE FOR ANY ERRORS AND/OR OMISSIONS ON THESE PLANS. ITEMS NOT MEETING CITY STANDARDS SHALL BE REPAIRED/REPLACED AT NO COST TO THE CITY OF EL PASO.
6. THE CONTRACTOR HAS THE RIGHT TO PROPOSE ALTERNATE DESIGNS – HOWEVER THESE MUST BE APPROVED BY THE CITY OF EL PASO AND SUN METRO; AND IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. SUN METRO WILL NOT ASSUME RISK ASSOCIATED WITH CONTRACTOR PRESENTED PLANS OR DEVIATIONS FROM THESE PLANS.
7. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD CONSULTANT ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
8. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS. SAFETY MEETINGS WILL BE REQUIRED AS NEEDED. THE CONTRACTOR IS RESPONSIBLE FOR ANY SAFETY CODE VIOLATIONS IMPOSED ON THE PROJECT.
9. THE CITY OF EL PASO AND SUN METRO RESERVES THE RIGHT TO ALTER PLANS AS NEEDED.

## CITY OF EL PASO STREETCAR OCS RECONFIGURATION - BAYS 118A AND 118B

10. CONTRACTOR IS RESPONSIBLE TO PREPARE FINAL PLANS. THESE PLANS SERVE AS BASIS OF FINAL DESIGN. CONTRACTOR IS RESPONSIBLE FOR WORKING WITH SNC-LAVALIN TO PRODUCE FINAL DESIGN OF OCS RECONFIGURATION IN BAY 118A AND 118B.
11. CONTRACTOR IS RESPONSIBLE FOR HI-POT, AND DI-ELECTRIC TESTING OF ADJUSTED OCS SECTIONS. VALUES ARE SPECIFIED IN EL PASO STREETCAR DESIGN CRITERIA MANUAL. COEP/SUN METRO MUST REVIEW AND APPROVE TEST RESULTS FOR ACCEPTANCE. THE CITY OF EL PASO RESERVES THE RIGHT TO REQUEST RE-TESTING AT NO ADDITIONAL COST TO SUN METRO OR THE CITY OF EL PASO. CONTRACTOR IS RESPONSIBLE FOR ANY RE-WORK TO CORRECT FAULTY VALUES.
12. VERY IMPORTANT: LOCKOUT TAG OUT MUST BE REVIEWED AND AGREED WITH THE CITY OF EL PASO, SUN METRO, AND CONTRACTOR PRIOR TO START OF ANY WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ABIDE BY AND FOLLOW LOCKOUT TAG OUT PROCEDURES TO ENSURE A SAFE WORK ENVIRONMENT AND JOB SITE. SUN METRO HAS NECESSARY CONSTRUCTION PROCEDURES IN PLACE THAT MUST BE FOLLOWED AT ALL TIMES.
13. ALL WORK IS TO BE COORDINATED WITH SUN METRO.
14. REFERENCE DRAWING OF COEP STREETCAR PROJECT ARE AVAILABLE UPON REQUEST TO SUN METRO.
15. CONTRACTOR IS RESPONSIBLE FOR AS-BUILT PLANS AT COMPLETION OF CONTRACT. THESE MUST BE REVIEWED AND APPROVED BY THE CITY OF EL PASO. 5% OF CONTRACT VALUE WILL BE HELD UNTIL THIS PORTION OF WORK IS COMPLETED.



THIS PROJECT  
VICINITY MAP

### SHEET INDEX

PAGE	SHEET	DESCRIPTION
1	COVER	PROJECT OVERVIEW
2	A1	DETAIL PROJECT AREA
3	D1	OCS DEMO.
4	M1	PROPOSED OCS RECONFIG. PLAN
5	M2	(TBD)



SNC-LAVALIN  
RAIL AND TRANSIT  
NORTH AMERICA

10230 North Dight Ave. Suite  
Tulsa, OK 74117  
Phone: 918-310-7407

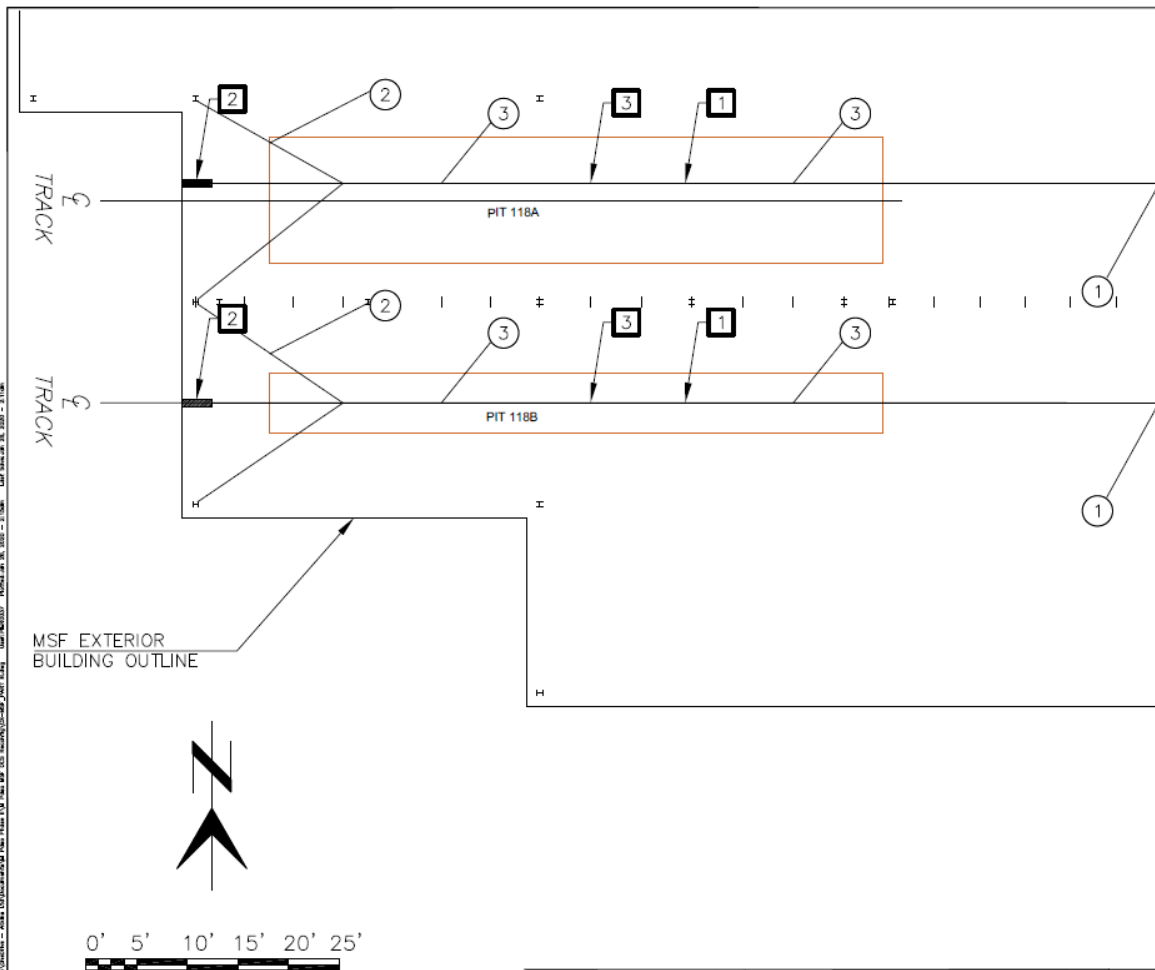
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FOR PLANNING ONLY

THE CITY OF EL PASO, TEXAS				1
COEP STREETCAR - MAINTENANCE AND STORAGE FACILITY				OF
OCS RECONFIGURATION - INTERIOR 118A AND 118B				5
DESIGN BY: F&P	DATE: 03/20/2023	REV: 01	SCALE: 1"=40'	AS NOTED
DESIGN BY: F&P	DATE: 03/20/2023	REV: 01	SCALE: 1"=40'	AS NOTED
CHECK BY: 01	DATE: 03/20/2023	REV: 01	SCALE: 1"=40'	AS NOTED
PLAN NO. 118A				118B







REMOVAL QUANTITIES			
KEY NOTE	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	REMOVE OCS TERMINATION ASSEMBLY (EAST WALL)	EACH	2
2	REMOVE OCS Y-ASSEMBLY	EACH	2
3	REMOVE (JOIST) OCS SUPPORTS	EACH	4

### CONSTRUCTION NOTES

- 1** CONTACT WIRE TO BE REUSED – ABOUT 26' TO BE USED IN NEW RAIL SYSTEM (SEE OCS RECONFIG. SHEET)
- 2** KEEP DOOR OCS SYSTEM IN PLACE, FEEDER CABLES TO BE DISCONNECTED AND KEPT IN PLACE (NO REMOVAL).
- 3** CONTRACTOR IS TO BE AWARE OF STORED TENSION OF OCS INSIDE MSF AND TAKE NECESSARY PRECAUTIONS DURING DEMO. CONTRACTOR TO PREPARE PLAN FOR SUN METRO ADDRESSING DEMO PLANS AND ADDRESSING SAFETY.

### GENERAL NOTES

1. DEMO PLANS ARE TO BE PRESENTED TO SUN METRO BEFORE WORK BEGINS WITHIN 72 HOURS.
2. STREETCAR OPERATIONS ARE TO BE KEPT IN PLACE AS MUCH AS POSSIBLE DURING CONSTRUCTION AND DEMOLITION.
3. CONTRACTOR TO VERIFY QUANTITIES.

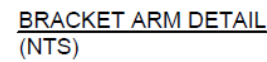
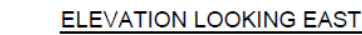


SNC-LAVALIN  
RAIL AND TRANSIT  
NORTH AMERICA  
10030 North Dyle Ave. Little  
Tonaw, AL 30757  
Phone: 602-316-7407

NO.	DATE	REVISION	BY	CHECK	APPROV.

FOR PLANNING ONLY

THE CITY OF EL PASO, TEXAS				OF	
COEP STREETCAR - MAINTENANCE AND STORAGE FACILITY					
OCS RECONFIGURATION - INTERIOR 118A AND 118B					
DESIGN BY: ELP	DESIGN BY: FEL	DESIGN BY: EL	REV. 7	REV. 7	REV. 7
PLAN NO. 7			TMA		



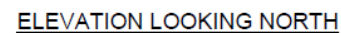
QUANTITIES			
SEC NOTE	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	BOLD ON BRACKET ASSEMBLY (TOP SUPPORT TO JOINT)	each	6
2	L-WIRE SUPPORT	each	6
3	DOUBLE INSULATOR	each	1
4	SPRINT CONDUCTOR RAIL (6X) (PROPOSED RAIL7235-04)	LF	48
5	SUSPENSION CLAMP, FIBER (PROPOSED RAIL7235-0)	each	6
6	FEEDER CLAMP (PROPOSED RAIL7235-04)	each	4
7	JOINT	each	1
8	JOINT	each	2
9	JOINT	each	1
10	JOINT	each	1

### GENERAL NOTES

1. CONSTRUCTION PHASING PLANS ARE TO BE PRESENTED TO SUN METRO FOR APPROVAL AT THE SAME TIME AS DEVELOPMENT PLANS.
2. ALL OFFSET CONDUCTOR RAIL ATTACHMENTS MUST HAVE AT LEAST DOUBLE INSULATION.
3. CONTRACTOR IS RESPONSIBLE TO CHECK CONTACT WIRE HEIGHTS SHOWN ON THIS PLAN SHEET BEFORE COMPLETION OF PROJECT AND MUST ADJUST ACCORDINGLY. HEIGHTS AND STAGGER MUST BE REVIEWED AND/OR WITNESSED WITH SUN METRO.

### CONSTRUCTION NOTES

- I** PROTECT EXISTING CRANE SYSTEM.
- II** REUSE EXISTING DOOR OCS SYSTEM — USE EXISTING CONTACT WIRE CONNECTION TO DOOR SYSTEM.



**SNC-LAVALIN  
RAIL AND TRANSIT  
NORTH AMERICA**

10236 North Dight Iron Lane  
Tucson, AZ 85737  
Phone: 602-316-7407

[illegible][illegible]

THE CITY OF EL PASO, TEXAS				OF
COEP STREETCAR - MAINTENANCE AND STORAGE FACILITY OCS RECONFIGURATION - INTERIOR 118A AND 118B				
ISSUED BY: EUP	REV. 7	REV.	SCALE:	
ISSUED BY: FSL	REV. 7	REV.	NAME: AS NOTED VIRT: AS NOTED	
DATE: 04-01-00	REV. 7	REV. 7	PL AND MD	TBA

## ATTACHMENT B - Price Proposal Form

MSF OCS CONFIGURATION				
LUMP SUM PRICE				
SCHEDULE OF VALUES				
Item #	Estimated Qty	Unit	Description	Total Amount
1	1.0	LS	Mobilization	
2	1.0	LS	Removal of Interior OCS (Bay 1 &2)	
3	1.0	LS	New OCS Hardware	
4	1.0	LS	Installation of New OCS System	
5	1.0	LS	High Pot Testing	

The current Federal minimum wage shall be required by the CRRMA for any contracts requiring an hourly wage rate as part of the proposal. In such cases, the selected proposer's employees shall be paid, at a minimum, the federally mandated minimum wage and the vendor shall be required to submit certified payrolls, when requested, to verify the wage rate requirement.

If the federally mandated minimum wage is increased during the term of the Contract, the selected proposer may submit a written request for a price adjustment. The CRRMA will consider an adjustment only to the extent shown by the selected proposer to be necessary to meet increased federal requirements for minimum wage employees included in the proposal.

## ATTACHMENT C – FORM OF CONTRACT

**THIS CONTRACT FOR OCS RECONFIGURATION AT THE EL PASO STREETCAR MAINTENANCE AND STORAGE FACILITY** (the “Contract”) is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the CAMINO REAL REGIONAL MOBILITY AUTHORITY (the “CRRMA”), and \_\_\_\_\_ (the “Provider”) (collectively, the “Parties”), for the purposes described herein.

### WITNESSETH

**WHEREAS**, the CRRMA Policy for Procurement of Goods and Services establishes the CRRMA’s policies and procedures for the procurement of general good and services; and,

**WHEREAS**, the CRRMA, pursuant to such policies, issued a Goods and Services Procurement for El Paso Streetcar Project Overhead Contact System Reconfiguration (the “Procurement”) dated June \_\_\_, 2020; and

**WHEREAS**, the CRRMA desires to enter into a contract with a provider of such reconfiguration services; and,

**WHEREAS**, the CRRMA Board of Directors selected the Provider to provide the needed services and the Provider has agreed to provide the services subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, the CRRMA and the Provider, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

### ARTICLE 1. SCOPE OF SERVICES.

The Provider will furnish items and perform those services for fulfillment of this Contract as identified in Attachment 2, Scope of Services. The Scope of Services will include Provider’s Response to the Procurement, in addition to the services described in Attachment 2.

### ARTICLE 2. CONTRACT PERIOD.

This Contract becomes effective on the Effective Date provided above and it shall terminate on \_\_\_\_\_ (the “Contract Period”) unless the Contract is extended pursuant to separate approval by the Board of Directors or is otherwise terminated in accordance with Attachment 1, General Provisions. Any work performed or cost incurred before or after the Contract Period shall be ineligible for payment.

### ARTICLE 3. COMPENSATION.

**A. Maximum Amount Payable.** The maximum amount payable under this Contract without modification is shown in Attachment 3, Fee Schedule.

**B. Provider Payment of Subs.** No later than ten (10) business days after receiving payment from the CRRMA, the Provider shall pay all subs for work performed under a subcontract authorized hereunder. The CRRMA may withhold all payments that

## **ATTACHMENT C – FORM OF CONTRACT**

have or may become due if the Provider fails to comply with the ten-day payment requirement. The CRRMA may also suspend the work under this Contract until subcontractors are paid. This requirement also applies to all lower tier subs, and this provision must be incorporated into all subcontracts.

### **ARTICLE 4. PAYMENT REQUIREMENTS**

**A. Invoicing and Payment.** The Provider shall submit a monthly itemized billing statement in a form acceptable to the CRRMA. The billing statement shall show the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing. Following the CRRMA's receipt of a properly submitted invoice, the CRRMA shall submit such invoice to the City of El Paso for payment, as the CRRMA's Fiscal Agent. The CRRMA shall pay undisputed amounts owed to the Provider within thirty (30) business days of receipt of an approved invoice, or sooner, if possible. In the event an invoice is disputed by the CRRMA, representatives of each Party shall meet to resolve the dispute or to correct the error.

**B. Withholding Payments.** The CRRMA reserves the right to withhold payment of the Provider's billing statement in the event of any of the following: (1) if a dispute over the work or costs thereof is not resolved within a thirty calendar day period; or (2) pending verification of satisfactory work performed. In the event that payment is withheld, the CRRMA shall notify the Provider and describe actions required that would allow the CRRMA to release the payment.

**C. Audit.** The CRRMA shall have the exclusive right to examine the books and records of the Provider as they may relate to the services contemplated by this Contract. The Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Contract and shall make such materials available at its office during the Contract Period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last. The CRRMA or any of its duly authorized representatives shall have access to any and all books, documents, papers and records of the Provider which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

### **ARTICLE 5. SIGNATORY WARRANTY**

The undersigned signatory for the Provider hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the Provider. These representations and warranties are made for the purpose of inducing the CRRMA to enter into this Contract.

### **ARTICLE 6. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

## ATTACHMENT C – FORM OF CONTRACT

**Provider**

**CRRMA:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Camino Real Regional Mobility Authority  
801 Texas Avenue  
El Paso, Texas 79901  
Attention: Executive Director

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

### ARTICLE 7. INCORPORATION OF ATTACHMENTS.

Attachments 1 through 3 are attached hereto and incorporated into this Contract as if fully set forth herein.

### ARTICLE 8. ENTIRETY OF AGREEMENT

This writing, including Attachments and addenda, if any, embodies the entire Contract and understanding between the Parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of the Contract shall be valid unless made in writing signed by both Parties hereto.

**IN WITNESS WHEREOF**, the **CRRMA** and the **Provider** have executed this Contract as of the date first above written.

#### CAMINO REAL REGIONAL MOBILITY AUTHORITY:

By: \_\_\_\_\_  
Raymond L. Telles  
Executive Director

#### PROVIDER:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT C – FORM OF CONTRACT

### ATTACHMENT 1

#### GENERAL PROVISIONS

##### ARTICLE 1. SUBCONTRACTING

- A. Prior Approval.** The Provider shall not assign, subcontract or transfer any portion of services related to the work under the Contract without prior written approval from the CRRMA.
- B. Required Provisions.** All subcontracts for services shall include the provisions included in this Attachment 1, General Provisions, and any provisions required by law.
- C. Provider Responsibilities.** No subcontract relieves the Provider of any responsibilities under the Contract.

##### ARTICLE 2. VIOLATION OF CONTRACT TERMS

- A. Increased Costs.** Violation of Contract terms, breach of Contract, or default by the Provider shall be grounds for termination of the Contract, and any increased or additional cost incurred by the CRRMA arising from the Provider's default, breach of Contract or violation of Contract terms shall be paid by the Provider. Specifically, and without limitation, in the event that Provider fails to perform and the CRRMA is forced to secure services from another entity on a temporary basis, the cost of such services may be offset against amounts owed to Provider under this Contract.
- B. Remedies.** This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

##### ARTICLE 3. TERMINATION

- A. Causes.** The Contract may be terminated by any of the following conditions:
1. By mutual agreement and consent, in writing from both Parties;
  2. By the CRRMA by notice in writing to the Provider as a consequence of failure by the Provider to perform the services set forth herein in a satisfactory manner;
  3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) day written notice and opportunity to cure;
  4. By the CRRMA for reasons of its own, not subject to the mutual consent of the Provider, by giving thirty (30) business days' notice of termination in writing to the Provider;
  5. By the CRRMA, if the Provider violates the provisions of Article 7, Gratuities; or
  6. By satisfactory completion of all services and obligations described herein.
- B. Measurement.** Should the CRRMA terminate the Contract as herein provided, no fees other than undisputed fees due and payable at the time of termination shall thereafter be paid to the Provider. In determining the value of the work performed by the Provider prior to termination, the CRRMA shall be the sole judge. Compensation for work at termination



## **ATTACHMENT C – FORM OF CONTRACT**

will be based on the work completed at that time. Should the CRRMA terminate the Contract under paragraph (4) or (5) above, the Provider shall not incur costs during the thirty-day notice period.

**C. Value of Completed Work.** If the Provider defaults in the performance of the Contract or if the CRRMA terminates the Contract for fault on the part of the Provider, the CRRMA will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment 3, Fee Schedule) by the Provider in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the CRRMA; (4) the cost to the CRRMA of employing another Provider to complete the required work; (5) the time required to employ another Provider to complete the work; and (6) other factors which affect the value to the CRRMA of the work performed.

**D. Surviving Requirements.** The termination of the Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the CRRMA and the Provider under the Contract, except for those provisions that establish responsibilities that extend beyond the Contract Period.

**E. Payment of Additional Costs.** If termination of the Contract is due to the failure of the Provider to fulfill its Contract obligations, the CRRMA may take over the project and prosecute the work to completion, and the Provider shall be liable to the CRRMA for any additional cost to the CRRMA.

## **ARTICLE 4. COMPLIANCE WITH LAWS**

The Provider shall comply with all applicable Federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of the Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Provider shall furnish the CRRMA with satisfactory proof of its compliance therewith.

## **ARTICLE 5. INDEMNIFICATION**

**THE PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE CRRMA AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE PROVIDER'S AFFIRMATIVE ACTS OR INACTION, NEGLIGENT ACTS, ERRORS OR OMISSIONS BY THE PROVIDER OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, WHETHER OR NOT OCCURRING IN CONNECTION WITH THE WORK AUTHORIZED BY THE CONTRACT. IN SUCH EVENT, THE PROVIDER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE CRRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED BY THE CRRMA IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE CRRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE PROVIDER SHALL, NEVERTHELESS, INDEMNIFY THE CRRMA FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, OR TO THEIR CONDUCT.**

## ATTACHMENT C – FORM OF CONTRACT

### ARTICLE 6. NON-COLLUSION

**A. Warranty.** The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure the Contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Contract.

**B. Liability.** For breach or violation of this warranty, the CRRMA shall have the right to annul the Contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### ARTICLE 7. GRATUITIES

**A. Employees Not to Benefit.** CRRMA policy mandates that employees of the CRRMA shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the CRRMA under the Contract. Employees may accept meals offered in the course of normal business relationships and promotional items that do not exceed an estimated \$25 in value and are distributed as a normal means of business advertising.

**B. Liability.** Any person doing business with or who reasonably speaking may do business with the CRRMA under the Contract may not make any offer of benefits, gifts or favors to CRRMA employees, except as mentioned above. Failure on the part of the Provider to adhere to this policy may result in the termination of the Contract.

### ARTICLE 8. INSURANCE

The Provider and all subcontractors and subconsultants shall furnish the CRRMA a properly completed Certificate of Insurance approved by the CRRMA prior to beginning work under the Contract and shall maintain such insurance through the Contract Period. The Provider shall provide proof of insurance in a form reasonably acceptable by the CRRMA. The Provider certifies that it has insurance coverages as follows:

#### COMPREHENSIVE GENERAL LIABILITY INSURANCE

For the duration of this contract and any extension hereof, Provider shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

\$1,000,000.00 – Each Occurrence  
\$1,000,000.00 – General Aggregate  
\$1,000,000.00 – Personal & Advertising Injury  
\$1,000,000.00 – Products/Completed Operations – Occurrence/Aggregate

With respect to the above-required insurance, the CRRMA and City of El Paso (Sun Metro) and their respective officers and employees shall be named as additional insured as their interests may appear. The CRRMA and City of El Paso (Sun Metro) shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change.

## **ATTACHMENT C – FORM OF CONTRACT**

### **WORKERS' COMPENSATION**

For the duration of this contract and any extension hereof, Provider shall carry in a solvent company authorized to do business in Texas, Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law.

\$500,000 – Employers Liability – Each Accident

\$500,000 – Disease – Policy Limit

\$500,000 – Disease – Each Employee

### **COMPREHENSIVE AUTOMOTIVE LIABILITY**

For the duration of this contract and any extension hereof, Provider shall carry in a solvent company authorized to do business in Texas, Comprehensive Automotive Liability insurance in the amount of:

\$1,000,000.00 Combined Single Limit

With respect to the above-required insurance, the CRRMA and City of El Paso (Sun Metro) and their respective officers and employees shall be named as additional insured as their interests may appear. The CRRMA and City of El Paso (Sun Metro) shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change.

## **ARTICLE 9. DISPUTES**

**A. Disputes Between the Parties.** Any dispute between the parties as to the interpretation of, subject matter of, or in any way related to the Contract, including a dispute concerning the cost of services, is to be resolved by the two parties attempting to reach a fair and equitable resolution by using good faith negotiation followed by, if necessary, one or more of the following means: (1) mediation; (2) arbitration; and/or (3) legal proceedings in a court of competent jurisdiction located in El Paso County, Texas. Resolution of any claims, questions, or disputed amounts shall be subject to approval by the CRRMA Board of Directors.

**B. Disputes Not Related to Contract Services.** The Provider shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Provider or any contract with a sub in support of the services authorized herein.

## **ARTICLE 10. SUCCESSORS AND ASSIGNS**

The Provider and the CRRMA do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of the Contract. The Provider shall not assign, subcontract or transfer its interest in the Contract without the prior written consent of the CRRMA.

## **ARTICLE 11. SEVERABILITY**

In the event any one or more of the provisions contained in the Contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **ARTICLE 12. PRIOR CONTRACTS SUPERSEDED**

## **ATTACHMENT C – FORM OF CONTRACT**

This Contract constitutes the sole agreement of the Parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the Parties respecting the subject matter defined herein.

### **ARTICLE 13. CONFLICT OF INTEREST**

The undersigned Provider represents that such Provider has no conflict of interest that would in any way interfere with its or its employees' performance of services for the CRRMA or which in any way conflicts with the interests of the CRRMA. The Provider and its subcontractors shall not enter into any contract other agencies or parties during the term of this Contract which could create a conflict of interest with the services provided to the CRRMA and shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the CRRMA's interests. The Provider shall at all times comply with the Conflict of Interest Policy adopted by the CRRMA. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

### **ARTICLE 14. BOND REQUIREMENTS**

Bond Requirements are waived for this procurement

### **ARTICLE 15. PUBLIC INFORMATION**

The CRRMA will comply with Government Code, Chapter 552, the Public Information Act ("PIA"), and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under the Contract. The CRRMA will use reasonable efforts to notify the Provider if a request for public information is received which may require the CRRMA to disclose any portion of the information provided by the Provider or any other material that the Provider has clearly marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA so as to allow the Provider the opportunity to protect such materials from public disclosure. The CRRMA is not obligated to assert or argue on behalf of the Provider that any information provided to the CRRMA is exempt from required disclosure and shall not be liable for the disclosure of any information submitted by the Provider.

### **ARTICLE 16. CONTROLLING LAW, VENUE**

This Contract shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in El Paso County, Texas, for all disputes.

## **ATTACHMENT C – FORM OF CONTRACT**

[END OF ATTACHMENT]

**ATTACHMENT C – FORM OF CONTRACT**

**ATTACHMENT 2**

**SCOPE OF SERVICES**

*[INSERT SCOPE OF SERVICES]*

**ATTACHMENT C – FORM OF CONTRACT**

**ATTACHMENT 3**

**FEE SCHEDULE**

*[INSERT COMPLETED PROPOSAL PRICE FORM]*