

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Capital Improvement

**AGENDA DATE:** July 10, 2018

**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., City Engineer, (915) 212-1845

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 7: Enhance and Sustain El Paso's Infrastructure Network

**SUBJECT:**

That the City Manager be authorized to sign an Agreement for Professional Services with Stantec Consulting Services, Inc., for the project known as the "Eastside Master Plan", for the amount of Four Hundred Thirteen Thousand Six Hundred Thirty Eight and No/100 Dollars (\$413,638.00); that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for the total amount of Five Hundred Thirteen Thousand Six Hundred Thirty Eight and No/100 Dollars (\$513,638.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

The Eastside Master Plan will evaluate and provide recommendations on city facilities, thoroughfares, and other infrastructure. In addition, the Eastside Master Plan will also provide tools and key policies for managing growth and development throughout the city.

**BACKGROUND / DISCUSSION:**

The City Council previously approved funds for the Eastside Master Plan on April 17, 2018. The Eastside Master Plan will evaluate and provide recommendations on city facilities, thoroughfares, and other infrastructure. In addition, the Eastside Master Plan will also provide tools and key policies for managing growth and development throughout the city.

**PROTEST**

☒ No protest received for this requirement.

☐ Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ No  
If yes, select the applicable districts.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ All Districts

**PRIOR COUNCIL ACTION:**

Funding for the Eastside Master Plan was approved by City Council on April 30, 2018.

**AMOUNT AND SOURCE OF FUNDING:**


\$413,638 – 2019 Capital Plan

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

FOR SAM RODRIGUEZ   
Sam Rodriguez, P.E. City Engineer

**RESOLUTION**

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

That the City Manager be authorized to sign an Agreement for Professional Services with **STANTEC CONSULTING SERVICES, INC.**, for the project known as “**EASTSIDE MASTER PLAN**”, for the amount of Four Hundred Thirteen Thousand Six Hundred Thirty Eight and No/100 Dollars (**\$413,638.00**); that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of Five Hundred Thirteen Thousand Six Hundred Thirty Eight and No/100 Dollars (\$513,638.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

THE CITY OF EL PASO

\_\_\_\_\_  
Dee Margo  
Mayor

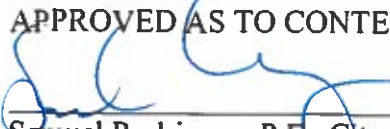
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sol M. Cortez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO   )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **Stantec Consulting Services, Inc.**, a \_\_\_\_\_ Corporation, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional project management services for the project known as “**EASTSIDE MASTER PLAN**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”** and

**WHEREAS**, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

**NOW, THEREFORE**, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.  
ATTACHMENTS**

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment Schedule
Attachment “E”	Deliverables Schedule
Attachment “F”	Insurance Certificate

**ARTICLE II.  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform construction management services for the Project as professional consultant for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”** and **E**.

**2.2** The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

**2.3** The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

**2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

**2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **FOUR HUNDRED THIRTEEN SIX HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$413,638.00)** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**. If the Owner exercises the option to

**3.2 CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

**3.3 CONSULTANT'S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

**3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

**3.3.2** The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

**3.4 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "D" and "E"**.

**4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

**4.3 TERMINATION.** This Agreement may be terminated as provided herein.

**4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "F"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a)     **Commercial General Liability**
  - \$1,000,000.00 Per Occurrence
  - \$2,000,000.00 General Aggregate
  - \$2,000,000.00 Products/Completed Operations Aggregate
  - \$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage**

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

- b)     **AUTOMOBILE LIABILITY**
  - Combined Single Limit**
  - \$1,000,000.00 per accident



**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

**5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "F"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify hold harmless, and defend Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to any negligent act or omission, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or Consultant's officers, directors, partners, agents, consultants or employees. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims

adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

## **ARTICLE VI. FEDERAL PROVISIONS**

### **6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS**

Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Highway Administration through a Local Project Funding Agreement through the Texas Department of Transportation.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

**6.1.1 CONTRACT ASSURANCE.** The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination

of this contract or such other remedy as the recipient deems appropriate.

**6.1.2 DBE GOOD FAITH EFFORTS.** It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of this contract. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, may also apply to this Project, in which case the award of this contract will be conditioned upon Consultant satisfying the DBE requirements. A DBE contract goal of N/A% has been established for this Project. The Consultant shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the Consultant's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The Consultant shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

**6.2 TERMINATION FOR CANCELLATION OF GRANT.** Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

**6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.**

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Owner to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Owner, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
  - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Owner may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Owner to enter into such litigation to protect the interests of Owner and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment**

**“E”.** It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

**7.3 CONSULTANT’S QUALITY OF WORK.** The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “E”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

**7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common

law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

**7.6 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.7 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.8 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.9 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.10 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.11 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Stantec Consulting Services, Inc. Attn: Craig Lewis 2127 Ayrsley own Boulevard, Suite 300 Charlotte, NC 28873

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.12 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

**7.13 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

**(SIGNATURES BEGIN ON THE FOLLOWING PAGE)**

**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

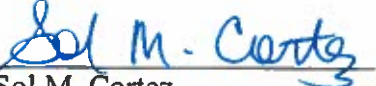
**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager


**CONSULTANT:**  
**Stantec Consulting Services, Inc.**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Sol M. Cortez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department



**ACKNOWLEDGEMENTS**

**THE STATE OF TEXAS   §  
                                     §  
COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by **Tomás González, as City Manager of the City of El Paso, Texas.**

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

**THE STATE OF TEXAS   §  
                                     §  
COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, as \_\_\_\_\_ of **Stantec Consulting Services, Inc.**

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

**Reference: ATTACHMENT A: Eastside Public Facilities Master Plan and Citywide Growth Management Policies**

This project consists of two key work programs. The first is a consolidation, review, and update of existing public facilities master plans for the Eastside. The areas to be analyzed as part of the Eastside Public Facilities Master Plan is approximately 105 square miles and includes East El Paso from George Dieter to the city limit, the East ETJ, Fort Bliss and General Land Office owned property between Montana and Loop 375, and Mission Valley from Zaragoza to the city limit. A map is included as Attachment B.

The core assignment will be to assess the distribution, programming, and general condition of existing facilities and evaluate the locations of planned facilities to ensure appropriate service coverage within the study area. The inventory and gap analysis will address:

- Police Department facilities
- Fire Department facilities
- Arterial roadways including lighting standards and landscaping
- Parks, including physical amenities
- Recreation centers
- Libraries
- Open spaces
- Trail connectivity
- Community centers

The second work program is the preparation of updates and new documents to serve as key policies to be used for managing growth and development throughout the city. These policies will assist the city in achieving the following goals by endeavoring that:

- Future developments meet City standards
- Future land annexations provide facilities and amenities
- The City delivers the fair cost of infrastructure when annexing subdivisions
- City staff is abiding by *Plan El Paso*
- There is an annexation policy for areas in the Extra Territorial Jurisdiction (ETJ)
- The City continues to encourage development within its corporate boundary and not remain in unincorporated areas
- Existing communities and neighborhoods have adequate facilities and amenities
- The City utilizes an operations and maintenance plan to safeguard the investment in any proposed future City facilities

**Reference:** ATTACHMENT A: Eastside Public Facilities Master Plan and Citywide Growth Management Policies

#### **PROJECT TEAM:**

Stantec Consulting Services, Inc. (Stantec) has developed the following scope of work for the Eastside Master Public Facilities Plan and Growth Management Policies. The following nomenclature applies:

- CLIENT or CLIENT TEAM – City of El Paso, TX
- STANTEC - Stantec Consulting Services, Inc. and any subconsultants
- PROJECT TEAM – Client Team and Consultant

#### **PROJECT SCHEDULE:**

**Total Duration:** 9 Months (estimated) - subject to change based on delays outside of the control of the consultant including client review, coordination with outside agencies and scheduling meetings for the adoption process

**Project Start:** July 15, 2018 (estimated)

**Project Completion:** April 15, 2019 (estimated)

### **Task 0: Project Management and Communications**

**0.1 Project Management:** We will actively participate in the activities of the Project Team and provide direct oversight to the Stantec team in accordance with this scope of services.

**0.2 Project Work Plan/Public Engagement Schedule:** Delivering a successful product requires effective project management in addition to technical experience and strong communication. For this reason, we will assemble the appropriate resources and establish management systems from the start of the project. Contractual arrangements will be organized, and budget and milestone deadlines will be closely monitored to ensure that project objectives are met. At the outset, we will establish clear timelines and a regular meeting schedule on a Gantt chart tied to this Scope of Work, meetings, and deliverables. Each month, we will identify work completed in the previous period, work planned for the coming period, any potential issues requiring further investigation and action, and coordinate communication to ensure meaningful public engagement.

**0.3 Project Graphic Standards and Document Layout Standards:** We will work with the Client to develop a visual/graphic identity for the effort that will be used throughout the project and will be a part of all materials associated with the project. We expect that a number of the documents will be formatted consistent with the Plan El Paso document to easy integration. The City will provide us with the native InDesign folder to facilitate this adaption. For other documents, the standards produced will include a project color scheme and preferred fonts. All graphic standards will be approved by the City.

**0.4 Project Communications:** In addition to our budgeted on-site meetings and activities, we will rely heavily on email, phone, and web conferencing to coordinate most of our project activities. Our Project Manager will respond in a timely manner (typically within 1 business day) to all Client communications.

#### **Task 0 Travel/On-Site Meetings:**

- none

#### **Task 0 Deliverables:**

- Project Work Plan/Project Schedule/Preliminary public Engagement Schedule
- Project Graphic Standards

Reference: ATTACHMENT A: Eastside Public Facilities Master Plan and Citywide Growth Management Policies

## Task 1: Project Reconnaissance

**1.1 Project Kickoff and Study Area Tour:** Key members of our team will conduct a project kickoff with the Client team and the Advisory Committee as identified and organized by the City. The principal purpose of this kickoff will be to confirm and adjust if necessary the project objectives through the Project Work Plan, Project Execution Schedule, and Public Engagement Schedule. We will also identify key stakeholders that will need to be engaged as a part of subsequent tasks. As a group, we will determine the coordination of the work to be done, including the sharing of information, research, data, and technology. In addition, we will participate in a Client-led driving/walking tour of the Eastside Study Area as well as parts of the city the highlight key challenges in the current growth management policies.

**1.2 Digital Data Exchange from City and Collaborating Agencies:** We will obtain copies of agency maps in a pdf format and the digital base files in ArcGIS format from the Client. We will augment and update the information as required in accordance with the scope of the project. Stantec will rely on this data for its inventory and analysis to support recommendations in subsequent phases of the planning process.

**1.3 Review of Relevant Reports and Studies:** Stantec will review the following documents that impact development throughout the city's jurisdiction including, but not limited to the following:

- Annexation policies and fees
- *Plan El Paso*
- Subdivision ordinance
- Zoning ordinance
- Thoroughfare plan
- El Paso Water and Sewer service areas
- Parks and Recreation Master Plan
- Open Space Plan
- State of Texas Regulations

**1.4 Stakeholder/Agency Engagement & Focus Group Meetings (3 Days):** We will conduct a series of individual and small group stakeholder interviews that will allow us to gain a greater understanding of the city center's opportunities and challenges. Stakeholder participants should include those groups or individuals who can provide us with an overview of the downtown's history, existing conditions, market opportunities, and key challenges. Participants should include elected officials, neighborhood association representatives and others, as appropriate. In addition, we would like to meet with key property owners, residents, and private developers currently working in the downtown. Client and Stantec will develop a list of key stakeholders to be invited to meetings. Our budget includes facilitating up to three days of stakeholder meetings during this phase permitting up to fifteen (15) time slots (e.g., two in the morning and 3 in the afternoon/evening). ~~TRIP #2~~

### Task 1 Travel/On-Site Meetings:

- Trip #1 – Project Kickoff (4 team members)
- Trip #2 – Stakeholder/Agency Engagement & Focus Group Meetings (5-6 team members)

### Task 1 Deliverables:

- Summary of Stakeholder/Agency Engagement & Focus Group Meetings

**Reference:** ATTACHMENT A: Eastside Public Facilities Master Plan and Citywide Growth Management Policies

## Task 2: Eastside Facility Assessment and Gap Analysis

**2.1 Audit of Existing and Pipeline Public Facilities:** Stantec will the team will work with the Client and relevant agencies to integrate planned and/or approved projects, or projects currently under construction and/or recently completed into our overall digital database of land use and development. The information will be incorporated into a matrix along with other services and facilities to create a comprehensive understanding of the current and future facility needs within the study area. Our inventory includes:

- Police Department facilities
- Fire Department facilities
- Arterial roads
- Arterial lighting
- Arterial landscaping
- Parks and site amenities
- Recreation centers
- Libraries
- Open space Areas
- Trails
- Community Centers

Planned facilities include, but are not limited to:

- Eastside Regional Park, including recreation center, 50-meter pool, and water park
- Eastside Sports Complex
- Pebble Hills connection
- Pebble Hills, Rich Beem, and John Hayes arterial lighting
- Parkland Dedication provided projects

**2.2 Thoroughfare Plan Network Evaluation:** Stantec will analyze the existing and proposed thoroughfare plan within the study area. We will document the challenges to implementing connectivity of arterials in the area due to multiple jurisdictions, fragmented ownership, and other issues within the study area and provide recommendations to address those challenges. Specifically, we will review the following:

- East-West network recommendations
- North-South network recommendations
- John Hayes connection to Eastlake
- Rich Beem connection to Windermere
- Rich Beem connection to Pellicano
- Montwood extension
- Other recommended solutions

**2.3 Zaragoza Improvements Evaluation:** We will evaluate the proposed improvement to Zaragoza Road for conformity with the vision of Plan El Paso as a walkable, multi-way boulevard and recommend practical solutions its long-term conversion from a suburban strip to a pedestrian friendly thoroughfare. We will consider the availability of right-of-way, the cost of the proposed streetscape enhancements, potential phasing of improvements, and the constructability of the preferred street section design.

**Reference:** ATTACHMENT A: Eastside Public Facilities Master Plan and Citywide Growth Management Policies

**2.4 Parks, Trails, and Civic Building Analysis and Evaluation:** We will audit the existing and planned improvements for parks, trails, and civic buildings including police and fire stations, libraries, recreation centers and community centers and provide recommendations for any changes that would better serve the existing and future population based upon land use and projected growth in the Eastside neighborhoods. We will conduct a gap analysis using metrics provided by the Client to evaluate facility siting standards and provide recommendations for change in accordance with city and national best practices. A GIS gap analysis from data provided by the city for all facilities will form the basis of our recommendations.

**2.5 Barrier Identification Summary and Facility Gap Analysis:** We will prepare a set of matrices that inventory all planned improvements and facilities and identify any barriers to implementing each project as envisioned. We will prepare a summary document and a series of maps that summarize our findings from tasks 2.1-2.4 above. We will note deficiencies and proposed solutions. This document will be delivered as a digital PDF to the Client for their review. Stantec will prepare an ArcGIS map using Publisher for client, stakeholders, advisory committee members and even the public to view and comment. Individual facilities identified in Task 2.1 will have a unique gap analysis. The information can be viewed on an individual computer at the users' convenience. We will gather the feedback received from Client.

**Task 2 Travel/On-Site Meetings:**

- none

**Task 2 Deliverables:**

- Barrier Identification Summary and Facility Gap Analysis
- Facility Gap Analysis Maps as both both hard copy pdfs and a ArcGIS Publisher viewer option

## **Task 3: Eastside Project Prioritization**

**3.1 Conceptual Project Costing and Prioritization:** We will prepare conceptual cost estimates for the recommended improvements to existing facilities and cost ranges for new facilities that have not been previously evaluated. In addition, we will prepare an evaluation tool that ranks potential projects against other city goals and policies. Such criteria may include, but is not limited to:

- **Increased Value:** Evaluate projects based on the potential for increasing community stability and increasing residential and non-residential rents/values.
- **Environmental Impacts:** Identify potential environmental impacts
- **Cost:** Identify anticipated rough order-of-magnitude costs for each project, including both construction and right-of-way/land acquisition costs.
- **Road Impacts:** Evaluate projects based on the projected level of impact to the current and future roadway operational requirements.
- **Consistency with Local Plans:** Evaluate potential projects to determine conformance to City objectives and goals
- **Usage:** Evaluate potential demand/necessity for each facility.
- **Private Property Impacts:** Preliminarily evaluate project impacts to private property and right of way requirements.

**Reference:** ATTACHMENT A: Eastside Public Facilities Master Plan and Citywide Growth Management Policies

**3.2 Agency Team Workshop:** We will lead an on-site Project Team workshop including all relevant agencies to review our proposed changes and prioritization of the facilities and improvements for the Eastside.

**3.3 Draft Prioritized Capital Projects List:** Using the prioritization goals established in Task 3.1 and the review by the Client in Task 3.2, we will prepare a prioritized capital projects list for the Client's consideration. This list will be categorized by project typology and will include the following elements:

- Project Name
- Project Limits/Scope
- Objective of Project/Gap or Deficiency Being Remediated
- Probable Opinion of Cost
- Evaluation based on goals established
- Ranking

**3.4 Online Engagement Content:** We will provide content to the Client related to the draft prioritized list of public facilities for posting on the city's website. Content will be in PDF or native document form and will include the matrix of projects as well as any related mapping.

**3.5 Community Conversations/Workshops (5):** We will conduct five (5) public workshops in various locations throughout the Eastside. As a part of this engagement, we will directly reach out to each of the registered Neighborhood associations for the area, including: East Side, East Side Civic, Paseo del Sol and Mesquite Trails, Ranchos del Sol, Coyote Park, East Cave, Las Tierras, Lomas del Este. These workshops will engage the audience in an interactive process intended to provide valuable project information, describe the planning and prioritization methodology, and gather suggestions to refine our list of projects and initial thoughts on prioritization. We will work with the City to coordinate notification of these events.

**3.6 Update of Project Description and Prioritization Matrices:** Following our Community Conversations, we will update our project documents to reflect the most appropriate recommendations from the public.

**3.7 Preliminary Assessment of Funding Opportunities/CIP:** Working with the Client, we will identify potential funding opportunities for each project and prepare a draft Capital Improvements Program for the Eastside. General funding, Quality of Life bonds, Street CIP, and cash reserves will be considered in addition to other forms of potential funding including public-private investments, use of the hotel-motel tax, and potential state and federal grant opportunities.

**Task 3 Travel/On-Site Meetings:**

- Trip #3 – Agency Team Workshop (3 team members)
- Trip #4 – Community Conversations/Workshops

**Task 3 Deliverables:**

- Draft Project Prioritization Goals
- Draft Prioritized Capital Projects List
- Online Engagement Content
- Update of Project Description and Prioritization Matrices
- Preliminary Assessment of Funding Opportunities/CIP



Reference: ATTACHMENT A: Eastside Public Facilities Master Plan and Citywide Growth Management Policies

## Task 4: Growth Management Policies

**4.1 Draft PID Policy:** We will prepare a policy to provide an implementation mechanism to address civic amenities that are either deficient in an area or made necessary by the planned development. This shall serve as a basis for all future Public Improvement Districts (PIDs) throughout the city, addressing items such as the minimum valuation of properties eligible, what PIDs will be used to fund and establish how the increment will be determined.

**4.2 Draft Plan El Paso Growth Management Chapter:** We will prepare a chapter to be inserted into Volume 2 of the Plan El Paso document. These policies will address the various stated goals and policies developed as a part of this Task 4 and how to efficiently and cost effectively manage further growth both citywide and in the annexation area. Strategies considered include:

- Opportunities to mitigate the impacts of growth based upon the addition of required infrastructure and services
- Encouraging higher densities in existing areas and with new development
- Identifying appropriate linkages throughout the community for better connectivity of open space, parks and the trail systems
- Incentivizing mixed-use developments
- Encouraging multi-modal transportation options
- Redevelopment incentives within the city to reduce service delivery cost by utilizing existing infrastructure
- Evaluating fiscal issues related to the extension of infrastructure and services outward from the City

We assume that this narrative will be both concise and generalized deferring to other policies elsewhere in this Task for more detailed strategies. This Chapter will be consistent with the other section in the Plan El Paso Volume 2 addressing the following elements:

- Current conditions
- Community Concerns
- Strategies for Addressing Community Concerns
- Goals and Policies

**4.3 Draft Annexation Plan and Policy:** We will prepare a comprehensive amendment to the existing 2005 Annexation plan and policy. The purpose of this plan will be to determine the financial efficacy of each development based on the proposed housing and commercial types, design elements, and minimum development standards to bring the development above the minimum standards of Title 19. Additionally, we will analyze the “value” the city receives per lot based upon each zoning designation. This analysis will be used to determine the final component of the policy – the establishment of a new annexation fee structure. This fee structure, when implemented, shall seek to provide an adequate funding mechanism to fund the necessary public improvements, including roads, schools, police, fire stations, parks, trails, and libraries.

**4.4 Draft Multi-Modal Amendments to Title 19 TIA requirements:** We will prepare amendments to the current TIA standards to include other modes of transport as part of the analysis with a focus on requiring improvements for pedestrians and bicycles.

**Reference:** ATTACHMENT A: Eastside Public Facilities Master Plan and Citywide Growth Management Policies

**4.5 Draft Public Improvements Fee in Lieu Program:** We will prepare a fee-in-lieu program for public improvements and remove the ability of applicants to request waivers and exceptions to 19.10.050 and 19.48. The authority for modification of Design Standards for Construction (DSC) should rest with the City Engineer.

**4.6 Draft MTP Calibration/Update:** We will prepare changes to the City's Major Thoroughfare Plan as noted in Section 4 – Transportation of Plan El Paso, as it relates to street typology and context. As noted in Policy 4.4.3, we will:

- Broaden and refine the MTP to include a multimodal transportation network to supplement the road network now shown
- Review and update the current MTP network to reflect the growth forecasts and other policies in *Plan El Paso*
- Refine the MTP's thoroughfare classification system to reflect the concepts in the Plan El Paso Transportation Element.
- Update thoroughfare cross-sections to reflect the concepts in the Plan El Paso Transportation Element
- Use today's best practices for network design principles

**4.7 Agency Review and Draft Policy Revisions:** We will participate in up to three conference calls to review the various draft in this Task with the Client and will prepare revisions as appropriate. All requested edits by the Client shall be in the form of a single consolidated set of handwritten edits, tracked changes in Word, Adobe Acrobat notes, or similar method.

**Task 4 Travel/On-Site Meetings:**

- None for this task

**Task 4 Deliverables:**

- Draft PID Policy
- Draft Plan El Paso Growth Management Chapter
- Draft Annexation Plan and Policy
- Draft Multi-Modal Amendments to Title 19 TIA requirements
- Draft Public Improvements Fee In Lieu Program
- Draft MTP Calibration/Update

## **Task 5: Confirm Growth Management Policies**

**5.1 Online Engagement Content:** We will provide content to the Client for posting various draft deliverables in Task 4 on the city's website. Content will be in PDF form.

**5.2 Stakeholder Engagement/Focus Group Discussions:** We will conduct a series of small group discussions with various stakeholders including land use lawyers, developers/builders, designers, and other disciplines directly involved in the development process. The purpose of these meetings will be to present the draft documents from Task 4 and gather feedback. The Client will coordinate these meetings. We will prepare a summary of all public input received and take direction from the Client on how to incorporate comments into this task deliverable.

**Reference:** ATTACHMENT A: Eastside Public Facilities Master Plan and Citywide Growth Management Policies

**5.3 Community Conversations/Workshops (5):** We will conduct five (5) public workshops in various locations throughout the city to present the draft documents and gather input prepared in Task 4. We will work with the City to coordinate the meeting logistics and public notification of these events. We will prepare a summary of all public input received and take direction from Client on what information is integrated into the deliverable.

**5.4 Agency Review and Draft Policy Revisions:** We will participate in up to three conference calls to review the various draft in this Task with the Client and will prepare revisions as appropriate. All requested edits by the Client shall be in the form of a single consolidated set of handwritten edits, tracked changes in Word, Adobe Acrobat notes, or similar method.

**5.5 City Council Update:** We will present a summary of the work completed to date for the City Council.

**Task 5 Travel/On-Site Meetings:**

- Trip #5 – Stakeholder Engagement/Focus Group Discussions (3 team members)
- Trip #6 – Community Conversations/Workshops
- Trip #7 – City Council Update

**Task 5 Deliverables:**

- Content for Posting Online
- Summary of all meetings

## **Task 6: Final Documentation and Adoption**

**6.1 Eastside Public Facilities Master Plan Playbook:** We will prepare a comprehensive document identifying all the capital projects and their prioritization identified in Tasks 2 and 3 for the Eastside. The document will be concise and easy to navigate and will include detailed descriptions, maps, and related information of the identified projects.

**6.2 Funding/Financing Strategies & Partnerships:** We will provide an overview of funding mechanisms for the Eastside study area, including opportunities for partnerships and collaboration. We will explore the funding tools available based on facility type, federal, state, municipal sources, PPP opportunities and others to be determined. In addition to government funding programs, we will evaluate options to engage the private sector by leveraging other municipal infrastructure financing tools and development incentives. By thoroughly investigating a diverse set of funding options, we will identify projects and project elements that are eligible and appropriate for specific funding and generate an actionable funding strategy that matches projects to prioritized funding sources. These strategies will include, but are not limited to:

- City of El Paso Capital Plan
- Quality of Life Bond Program
- Economic Development mechanisms
- El Paso MPO partnerships
- TxDOT partnerships
- El Paso County partnerships
- School districts partnerships
- Parkland Dedication

**Reference:** ATTACHMENT A: Eastside Public Facilities Master Plan and Citywide Growth Management Policies

**6.3 Preliminary Growth Management Policies:** We will prepare updated drafts of all documents identified in Tasks 4 and 5.

**6.4 Final Document Revisions:** We will participate in up to three conference calls to review the various drafts in this Task with the Client and will prepare revisions as appropriate. All requested edits by the Client shall be in the form of a single consolidated set of handwritten edits, tracked changes in Word, Adobe Acrobat notes, or similar method. The final document will be prepared in InDesign using the document layout and graphic design standards agreed to in task 0.3.

**6.5 City Council Presentation/Workshop:** Stantec will participate in a public presentation/workshop (as determined by the Client) with City Council to review all key work products from this Scope of Work and receive feedback and direction.

**6.6 Final Document Revisions:** We will prepare final revisions based on feedback from the Client. All requested edits by the Client shall be in the form of a single consolidated set of handwritten edits, tracked changes in Word, Adobe Acrobat notes, or similar method.

**6.7 Adoption Meetings (2):** Stantec will deliver public presentations in furtherance of the plan's adoption as determined by the Client. During each trip we are also available to meet with other stakeholder groups as appropriate to facilitate adoption over each two-day period.

**6.8 Project Closeout:** Upon final acceptance by the Client, all deliverables will be provided to the Client by Stantec in both hard copy and digital formats that can be easily reproduced

**Task 6 Travel/On-Site Meetings:**

- Trip #8 – City Council Workshop (2 team members)
- Trips #9 and 10 – Plan Adoption Meetings/Presentations (1 team member)

**Task 6 Deliverables:**

- Final Eastside Capital Projects Playbook
- Eastside Funding/Financing Strategies and Partnerships Strategy
- Final Growth Management Documents

**Reference:** ATTACHMENT A: Eastside Public Facilities Master Plan and Citywide Growth Management Policies

## Client Responsibilities

Throughout the project, the Client will be responsible for the following items:

- **Project Leadership:** As every project represents a close working relationship between the Client and Stantec, it is expected that the Client will provide clear, accurate, and timely feedback to all submitted information and well as provide a consistent vision. Additionally, the Client will share all relevant local knowledge and pertinent information about the project and the community.
- **Provision of Data:** The Client provide all applicable information including relevant plans, appraisals, digital geo-spatial information including LIDAR data, and other information pertinent to the project. Additionally, as available, the location, capacity, and availability of electric, communications, water, and sewer utilities will be provided by the Client. This information will be utilized to determine overall constructability and right-of-way impacts of alternative solutions. Any additional data required to be produced or collected (e.g., surveys, wetlands delineation, traffic studies) not in the present scope of work but otherwise requested and authorized by the Client will be invoiced on a time and materials basis or as a lump sum change order, as appropriate.
- **Direct Project Outreach:** All public outreach, public relations, and meeting coordination will be coordinated directly by the Client.
- **Public Events Logistics and Meals:** The following items shall be coordinated by the Client for all public events:
  - a. Provide a project liaison to be present during the public events to coordinate and facilitate the logistics of the public meeting, workshop or charrette and coordinate the delivery and set up of food items as appropriate.
  - b. Coordinate all meeting facilities.
  - c. The Client will provide healthy meal options for the project team during public events.
  - d. The following items should be provided at each public event:
    - Wireless Broadband for Internet Access
    - LCD Projector and Presentation Screen
    - Electrical Extension Cords
    - Smooth Top Rectangular Tables (10-12 3' x 6' preferable) and Chairs (50+ depending upon estimated attendance)

20 June 2018

El Paso, TX

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**Reference:** ATTACHMENT A: Eastside Public Facilities Master Plan and Citywide Growth Management Policies

## Team Communications

- **Media/Public Point of Contact:** Unless otherwise called for in this contract, the Client will serve as the public liaison for all inquiries and interactions with the public, the media, local authorities, neighborhood associations and special interest groups. If requested, Consultant will provide text to support media releases, field responses to a reasonable number of email and phone inquiries, and consent to media interviews. All such, interactions will be coordinated through the Client unless otherwise directed by the Client.
- **Regular Project Communications:** To be highly responsive to the Client and this project, we will be in regular contact with the Client team via phone and email.

**ATTACHMENT "B"**  
**CONSULTANT'S FEE PROPOSAL AND HOURLY RATES**

Project: Eastside Public Facilities Master Plan															
Client: Starline Consulting Services Inc.															
Revision Date: 06.06.18															
Project Number: 17BMM00176															
Eastside Public Facilities Master Plan		Principal in Charge: Phil - Craig Lewis	GIS Community Planning: Phil - Cynthia Abbott	Infrastructure Analysis - Senior Engineer	Infrastructure Programming: Amy Doughton	Community Planning: Rhonda Bell	Community Planning: Dylan McInchey	Multi-Modal Transportation: Joel Mann	Growth Management Policies - Shira Ross	Facilities Planning: Engage: more - Eugene Mulla	Community Planning: Engage: more - Lisa Marie Gurnea	Community Planning: Engage: more - Kara Gubinski	Community Planning: Engage: more - Paul Engeman	Infrastructure Mobility - Habitat: Corbin	Infrastructure Mobility - Emerald: Sarah
Task 3 - Project Management & Communications															
3.1 Project Management		40.00	16.00							4.00				4.00	44.00
3.2 Project Status Plan: Public Engagement Schedule		16.00	4.00												20.00
3.3 Project Graphic and Document Layout Standards		8.00				16.00									24.00
3.4 Project Communications		16.00	8.00						4.00	4.00				4.00	36.00
Task Labor Cost		\$14,400.00	\$6,400.00	\$0.00	\$0.00	\$25,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00	\$75,200.00
Task 4 - Project Planning & Analysis															
4.1 Project Kick-Off and Study Area Tour		32.00	16.00						24.00	16.00	16.00			8.00	136.00
4.2 Digital Data Exchange from City and Collaborating Agencies			8.00											8.00	12.00
4.3 Review of Available Reports and Studies		8.00									48.00				48.00
4.4 Stakeholder Agency Engagement & Focus Group Meetings (7 Days)		40.00	32.00						32.00	24.00				8.00	136.00
Task Labor Cost		\$6,400.00	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,280.00	\$640.00	\$640.00	\$0.00	\$0.00	\$1,600.00	\$75,200.00
Task 5 - Economic Feasibility Assessment and Gap Analysis															
5.1 Audit of Existing and Future Project Corridor			48.00												48.00
5.2 Thoroughfare Plan: Urban & Suburban		16.00						48.00						8.00	68.00
5.3 Transit & Improvement & Evaluation		16.00						16.00							32.00
5.4 Park, Trail, and Civic Building Analysis and Evaluation		16.00						16.00							32.00
5.5 Barriers to Development Summary and Feasibility Study Analysis		8.00	40.00					8.00						16.00	64.00
Task Labor Cost		\$4,800.00	\$19,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,600.00	\$25,600.00
Task 6 - Economic Feasibility Assessment															
6.1 Conceptual Project Costing and Prioritization		8.00		32.00		40.00								40.00	120.00
6.2 Agency Team Workshop		16.00								8.00					24.00
6.3 Draft Preliminary Capital Project List		8.00				40.00		40.00							88.00
6.4 Online Engagement: Comments															0.00
6.5 Community Conversations Workshops (5)															0.00
6.6 Update of Project Description and Prioritization Matrix						24.00		24.00			48.00				96.00
6.7 Preliminary Assessment of Funding Opportunities - IP									8.00					8.00	24.00
Task Labor Cost		\$4,800.00	\$0.00	\$40.00	\$0.00	\$164.00	\$0.00	\$40.00	\$0.00	\$16.00	\$0.00	\$0.00	\$0.00	\$40.00	\$256.00
Task 7 - General Management Policies															
7.1 Draft PUD Policy		16.00	40.00					40.00		4.00					100.00
7.2 Draft Plan (1) Phase Growth Management Chapter		16.00				40.00		40.00		16.00	24.00				136.00
7.3 Draft Amenity Plan and Policy		16.00						40.00		8.00					64.00
7.4 Draft Urban Model Amendments to Title 19 Requirements		8.00						40.00						16.00	64.00
7.5 Draft Public Improvements Fee Study Program		8.00						16.00							24.00
7.6 MIP Collaboration Update		8.00						16.00		16.00	40.00			16.00	80.00
7.7 Agency Review and Draft Policy Revisions		24.00						16.00							40.00
Task Labor Cost		\$16,000.00	\$40,000.00	\$0.00	\$0.00	\$40.00	\$0.00	\$64.00	\$0.00	\$64.00	\$40.00	\$0.00	\$0.00	\$16.00	\$111,600.00
Task 8 - Growth Management Policies															
8.1 Online Engagement: Comments		8.00													8.00
8.2 Stakeholder Engagement: Focus Group Discussions		16.00						16.00		16.00					48.00
8.3 Community Conversations Workshops (5)		24.00						40.00		40.00	80.00		80.00		164.00
8.4 Agency Review and Draft Policy Revisions		24.00						16.00							40.00
8.5 City Council Update															0.00
Task Labor Cost		\$72.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64.00	\$0.00	\$64.00	\$40.00	\$0.00	\$0.00	\$0.00	\$164.00
Task 9 - Final Documentation and Adoption															
9.1 Final Project Playbook (1 set of Recommended Capital Projects)		40.00				40.00		40.00		8.00	40.00				128.00
9.2 Funding Financing Strategies & Partnerships										4.00					4.00
9.3 Preliminary Growth Management Policies		8.00						24.00							32.00
9.4 Final Document Revisions		16.00						16.00							32.00
9.5 City Council Presentation Workshop		16.00								8.00					24.00
9.6 Final Document Revisions		8.00						8.00							16.00
9.7 Approval Meetings (2)		40.00				8.00				16.00					64.00
9.8 Project Closed		8.00													8.00
Task Labor Cost		\$128.00	\$0.00	\$0.00	\$0.00	\$48.00	\$0.00	\$32.00	\$0.00	\$32.00	\$40.00	\$0.00	\$0.00	\$0.00	\$180.00
Total Labor Cost		\$64,000.00	\$36,000.00	\$0.00	\$0.00	\$25,600.00	\$0.00	\$25,600.00	\$0.00	\$2,720.00	\$1,600.00	\$0.00	\$0.00	\$14,800.00	\$141,520.00



**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

For the "**EASTSIDE MASTER PLAN**" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**REPORT PHASE**

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

### **ADDITIONAL SERVICES OF THE CONSULTANT**

#### **GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

**ATTACHMENT “D”  
PAYMENT SCHEDULE**

For the “EASTSIDE MASTER PLAN”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **FOUR HUNDRED THIRTEEN SIX HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$413,638.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

**PAYMENT SCHEDULE**

The compensation for each task described in Attachment “A” shall be made in proportion to the services performed for that task so that the compensation made after the approved completion of each task shall bring the fee up to the following percentages of the total basic compensation:

	<b><u>Percent of Payment to Consultant</u></b>	<b><u>Percent of Project Completion</u></b>
<b>Task 0</b>	<b>\$25,760</b>	<b>6%</b>
<b>Task 1</b>	<b>\$52,932</b>	<b>19%</b>
<b>Task 2</b>	<b>\$75,108</b>	<b>37%</b>
<b>Task 3</b>	<b>\$55,384</b>	<b>50%</b>
<b>Task 4</b>	<b>\$81,060</b>	<b>70%</b>
<b>Task 5</b>	<b>\$48,400</b>	<b>82%</b>
<b>Task 6</b>	<b>\$74,974</b>	<b>100%</b>

Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

**ATTACHMENT “E”**

**REPORT PHASE**  
**DELIVERABLES SCHEDULE**

	Project	El Paso Eastside Public Facilities Master Plan and Citywide Growth Management Policies									
	Client	Stantec Consulting Services Inc.									
	Date	City of El Paso, TX									
	Project #	06/20/18									
Project Schedule		178440175									
		July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019
Task 0 - Project Management & Communications											
	0.1 Project Management										
	0.2 Project Work Plan/Public Engagement Schedule										
	0.3 Project Graphic and Document Layout Standards										
	0.4 Project Communications										
Task 1 - Project Reconnaissance											
	1.1 Project Kick-Off and Study Area Tour										
	1.2 Digital Data Exchange from City and Collaborating Agencies										
	1.3 Review of Relevant Reports and Studies										
	1.4 Stakeholder/Agency Engagement & Focus Group Meetings (2-3 Days)										
Task 2 - Eastside Facility Assessment and Gap Analysis											
	2.1 Audit of Existing and Pipeline Public Facilities										
	2.2 Thoroughfare Plan Network Evaluation										
	2.3 Zaragoza Improvements Evaluation										
	2.4 Parks, Trails, and Civic Building Analysis and Evaluation										
	2.5 Barrier Identification Summary and Facility Gap Analysis										
Task 3 - Eastside Project Prioritization											
	3.1 Conceptual Project Costing and Prioritization										
	3.2 Agency Team Workshop										
	3.3 Draft Prioritized Capital Projects List										
	3.4 Online Engagement Content										
	3.5 Community Conversations/Workshops (5)										
	3.6 Update of Project Description and Prioritization Matrices										
	3.7 Preliminary Assessment of Funding Opportunities/CIP										
Task 4 - Growth Management Policies											
	4.1 Draft PID Policy										
	4.2 Draft Plan El Paso Growth Management Chapter										
	4.3 Draft Annexation Plan and Policy										
	4.4 Draft Multi-Modal Amendments to Title 19 TIA requirements										
	4.5 Draft Public Improvements Fee In Lieu Program										
	4.6 Draft MTP Calibration/Update										
	4.7 Agency Review and Draft Policy Revisions										
Task 5 - Confirm Growth Management Policies											
	5.1 Online Engagement Content										
	5.2 Stakeholder Engagement/Focus Group Discussions										
	5.3 Community Conversations/Workshops (5)										
	5.4 Agency Review and Draft Policy Revisions										
	5.5 City Council Update										
Task 6 - Final Documentation and Adoption											
	6.1 Eastside Public Facilities Master Plan Playbook										
	6.2 Funding/Financing Strategies & Partnerships										
	6.3 Preliminary Growth Management Policies										
	6.4 Final Document Revisions										
	6.5 City Council Presentation/Workshop										
	6.6 Final Document Revisions										
	6.7 Adoption Meetings (2)										
	6.8 Project Closeout										

**ATTACHMENT "F"**  
**INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)

6/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER** Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

**CONTACT**

NAME:

PHONE:

(A/C, No, Ext):

E-MAIL:

ADDRESS:

FAX  
(A/C, No):**INSURER(S) AFFORDING COVERAGE**

NAIC #

**INSURER A:** Zurich American Insurance Company

16535

**INSURER B:** Travelers Property Casualty Co of America

25674

**INSURER C:** American Guarantee and Liab. Ins. Co.

26247

**INSURER D:****INSURER E:****INSURER F:**

**INSURED** STANTEC CONSULTING SERVICES INC.  
1415077 8211 SOUTH 48TH STREET  
PHOENIX AZ 85044

**COVERAGES****CERTIFICATE NUMBER:** 15435575**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL/CROSS</b> <input checked="" type="checkbox"/> <b>XCU COVERED</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	GLO0246172	5/1/2018 5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2018 5/1/2018 5/1/2018	5/1/2019 5/1/2019 5/1/2019 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	AUC9184637	5/1/2018 5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2018 5/1/2018	5/1/2019 5/1/2019 X PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 1784- CLIENT PROJECT EASTSIDE MASTER PLAN. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW IF REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

15435575  
CITY OF EL PASO  
218 N. CAMPBELL STREET  
EL PASO TX 79901

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

6/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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**PRODUCER** Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

**CONTACT**  
NAME:  
PHONE:  
(A/C, No, Ext):  
E-MAIL:  
ADDRESS:

**FAX**  
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lloyds of London

INSURER B: AIG Specialty Insurance Company

26883

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**  
1414100 STANTEC CONSULTING SERVICES INC.  
8211 SOUTH 48TH STREET  
PHOENIX AZ 85044

**COVERAGES****CERTIFICATE NUMBER:** 15435578**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	GLOPR1701673 NO RETROACTIVE DATE	10/1/2017	10/1/2018	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: 1784- CLIENT PROJECT EASTSIDE MASTER PLAN.

**CERTIFICATE HOLDER**

15435578  
CITY OF EL PASO  
218 N. CAMPBELL STREET  
EL PASO TX 79901

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF EL PASO  
CAPITAL IMPROVEMENT DEPARTMENT  
218 N. Campbell, Second Floor  
EL PASO, TEXAS 79901

## EVALUATION COMMITTEE SCORE SUMMARY

Eastside Master Plan  
Project No.

	STANTEC	Broaddus & Associates
Rater #1	75	61
Rater #2	81	78
Rater #3	86	78
Rater #4	81	56
Rater #5	90	86
Total Score	413	359

	STANTEC	Broaddus & Associates
Rater #1	1	2
Rater #2	1	2
Rater #3	1	2
Rater #4	1	2
Rater #5	1	2
Total Score	5	10
RANK	1	2