

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM CITY CLERK DEPT.

DEPARTMENT: Capital Improvement Department

2015 JUL 30 AM 10:11

AGENDA DATE: August 4, 2015

CONTACT PERSON NAME AND PHONE NUMBER: Monica Lombraña, A.A.E., Capital Improvement Director, 212-1831
Fred Lopez, AICP; Capital Improvement Deputy Director, 212-1564

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Alta Planning + Design, Inc., a California Corporation, for a project known as "El Paso Bike Plan & Program" for an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00); 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 execution of this agreement.

BACKGROUND / DISCUSSION:

The City of El Paso has received funding from the Texas Department of Transportation (TxDOT) to create a bicycle plan and program that seeks to improve air quality, public health and the quality of life of El Paso residents through increased bicycling in the community. The City of El Paso will work with the consultant to develop and implement a new bicycle plan and program to reduce congestion and vehicle emissions by increasing bicycle use and promoting initiatives and awareness of bicycle facilities and routes. The bicycle plan and program is a component of the City of El Paso's Transportation Planning Program meant to design streets that encourage healthy alternatives by providing equal and safe access for all modes of transportation, including pedestrian, bicycle, mass transit, and vehicular.

PRIOR COUNCIL ACTION:

August 12, 2014- resolution to certify support and local funding for Bicycle Program and Plan

AMOUNT AND SOURCE OF FUNDING:

80%- Federally funded \$200,000
20% - local match \$50,000 2010 Transportation CO's

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

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 by and between the City of El Paso and **Alta Planning + Design, Inc.**, a California Corporation, for a project known as **"El Paso Bike Plan & Program"** for an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00); 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 execution of this agreement.

ADOPTED THIS _____ DAY OF _____ 2015.

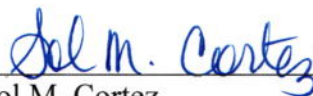
CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT



Monica Lombraña, Director
Capital Improvement

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2015 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 **Alta Planning+Design, Inc.** a California Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as “**EL PASO BIKE PLAN & PROGRAM**,” hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, the 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
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Certificate of Insurance

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform professional 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”**.

2.2 In completion of such phases, the Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of

15-1004-612/PL#426736
Alta Planning- Bike Plan & Program-
Professional Services Agreement/SMC

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

2.3 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.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 working days 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 **TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by the City Manager, prior to the performance of such services, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 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 Project budget, 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 each phase. 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 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates **TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 DOLLARS (\$250,000.00)** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services in **Attachment "A"**.

3.5 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 "C" and "D"**.

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 have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. 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**
 - Personal Injury or Death**
 - \$1,000,000.00 for one person or occurrence
 - \$1,000,000.00 for two or more persons or occurrences
 - Property Damage**
 - \$1,000,000.00 per occurrence
 - General Aggregate**
 - \$1,000,000.00
- 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 Contract.

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 shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the City of El Paso.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

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. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of 6% has been established for this contract. The offeror 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 contract.

The offeror 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 offeror'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 offeror 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.

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 consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

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 as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** 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. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

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, in the Owner's discretion, 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 and places.

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: Capital Improvement Director 218 N. Campbell, 2 nd Floor El Paso, Texas 79901
To the Consultant:	Alta Planning + Design, Corporation Attn: Mia Birk, President 711 SE Grand Avenue Portland, Oregon 97214

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.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

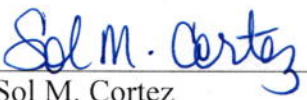
CITY OF EL PASO:

Tomás González
City Manager

CONSULTANT:
Alta Planning + Design, Inc.

By: Mira Birk
Title: President _____

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, Director
Capital Improvement

(Acknowledgements on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

 This instrument was acknowledged before me on this _____ day of _____, 2015,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF OREGON§
§
COUNTY OF _____ §

 This instrument was acknowledged before me on this _____ day of _____, 2015,
by **Mira Birk**, as **President** of **Alta Planning + Design, Inc..**

Notary Public, State of Oregon

My commission expires:

ATTACHMENT "A"- SCOPE OF SERVICES

Project Scope

This scope of services provides details for the development of the El Paso Bike Plan and Program.

Task 1: Project Initiation + Management

Sound project management is critical to a successful planning process. This involves transparent Communication, paying close attention to detail while keeping an eye on the bigger picture, active team member engagement and thorough quality control.

Task 1.1 Project Management and Communication

From Alta, Paul Wojciechowski will serve as Principal-in-Charge with Project Manager Catrine Machi, and supported by Senior Advisors and NACTO Practice Leader Joe Gilpin, all of whom have extensive experience working inside municipal governments to foster bicycle-friendly cities and neighborhoods. This leadership team will be supported by additional Alta staff from Dallas and other offices, plus El Paso-based staff of subconsultants AECOM, Quantum Engineering, and Barracuda Public Relations. The Alta management team will track the progress, schedule and budget for each task and maintain close coordination with the City and key stakeholders. Both the Principal and Project Manager will have a significant on-site presence with the city to attend meetings, and perform fieldwork and other project related tasks. Local AECOM and Quantum staff will be critical for integrating plan elements based on their intimate engineering-based knowledge of the City. Perhaps the most important outcome of this project is to establish an effective on-going bicycle program that is institutionalized in the city of El Paso.

Alta will host an initial expectations kick-off meeting with staff to clearly establish lines of communication, administrative procedures, desired outcomes of the project and the format and content of project deliverables. An Internal Steering Committee determined by the City of El Paso (COEP) will provide vision, direction, and coordination with associated projects through regular meetings and communication with the Alta Team.

COEP Responsibilities:

- Determine members of Internal Steering Committee
- Coordinate logistics of all project team and Internal Steering Committee meetings, including date/time/ location; provide equipment for presentations and telephone or video conferencing; announcements, reminders and electronic distribution of agendas and supporting materials.
- Distribution of Technical Memoranda, relevant meeting minutes and other project materials TBD to Internal Steering Committee and other key staff or stakeholders

City of El Paso, Texas - Bike Plan and Program Scope of Work

Alta Deliverables:

- D1.1.1 Agenda and supporting materials for staff/Internal Steering Committee kick-off meeting, and all subsequent meetings.
- D1.1.2 Attend or organize teleconference for a minimum of five (5) Internal Steering Committee Meetings, plus minutes/notes from each meeting.
- D1.1.3 Monthly progress reports to COEP, format to be determined; invoicing per COEP and TxDOT procedures.

Task 1.2 Vision, Goals, Objectives, and Performance Measures

Alta will work with City staff and the Internal Steering Committee as well as the public to establish a creative vision and direction. The vision statement will establish the framework, and goals will be developed based on existing planning documents and community input. Objectives, which are more specific actions that support each goal, will be defined and help to shape actions that will carry out the plan. Performance measurements will help the City to track its progress towards meeting the goals and objectives of the plan, focusing on accountability and motivation in carrying it out. Work on the Vision Statement and goals will begin at the Internal Steering Committee kick-off meeting, with a draft completed after midway through the planning process after sufficient public outreach and engagement. Objectives and Performance Measures will be crafted later in the timeline, and included in the DRAFT Plan and Program report.

Alta Deliverables:

- D1.2.1 Technical Memorandum #1: Vision and Goals

COEP Responsibilities:

- Distribution of memo to Internal Steering Committee and key stakeholders
- Submittal to Alta of one set of coordinated comments after a review period of five (5) working days.

Task 1.3 Existing Data and Document Review

To complete the project efficiently, we will rely upon the City to provide relevant data and documents. To facilitate this process we will prepare a Data Request Memo outlining various types of required and value added data/materials. We will review plans, practices, policies, standards and designs for the City, MPO, TxDOT, CRRMA, as well as Fort Bliss, UTEP, Sun Metro, and other entities involved in transportation and relevant recreation. At this time Alta will also request GIS data for mapping purposes. A summary of existing planning documents, policies, current projects and other relevant information will be included in the Existing Conditions report in Task 3.

City of El Paso, Texas - Bike Plan and Program Scope of Work

Deliverables:

D1.3.1 Data Request Memo, due to COEP within one week after notice-to-proceed

COEP Responsibilities:

- Delivery of items in Data Request Memo by the time of staff /Internal Steering Committee kick-off meeting via list of links to online sources or hard copies if needed.

Task 2: Public Outreach and Engagement

An effective and highly “implementable” bicycle master plan must gain support and buy-in from an array of City, State and MPO agency staff, community stakeholders and El Paso citizens. We will coordinate with the Internal Steering Committee to finalize a proactive, flexible, bilingual and inclusive public engagement strategy that builds upon the City of El Paso’s past successful outreach processes. We have assigned staff who are fluent in Spanish to assist at public events and translate project materials and web content. Prior to the start of the individual tasks listed below, Alta will provide a detailed Public Outreach and Engagement Plan after the kick-off meeting, for distribution to the Internal Steering Committee.

Alta Deliverable:

D2 Public and Engagement and Communications Plan

COEP Responsibilities:

- Distribute Plan to Internal Steering Committee and staff
- Provide one set of coordinated comments from Committee to Alta, after a review period of five (5) working days.
- Provide contact information for public information offices of COEP, TxDOT, UTEP, Fort Bliss, CRRMA, El Paso MPO, plus document any protocols or procedures typically utilized for public input on similar COEP projects.

Task 2.1 Kick-Off Event

A successful plan will need buy-in from more than just the bicycle community. This master plan will need strong support from elected officials, department heads, partner agencies, city staff, neighborhood and environmental groups, safety advocates, the media, and even the business and philanthropic communities. Alta will work with City staff and interested members of the Internal Steering Committee to hold a Kick-Off event, either on-line or one that engages stakeholders and creates excitement but also fits in the project budget. One effective method is a press conference to announce a key milestone such as the launching of the project website, and “piggyback” this announcement onto an already scheduled popular El Paso event or festival.

City of El Paso, Texas - Bike Plan and Program Scope of Work

Alta Deliverables:

D2.1 Kick-Off event detail and documentation

COEP Responsibilities:

- Venue logistics and equipment if applicable
- Staff attendance as needed
- Press Release
- Kickoff of website

Task 2.2 Inclusive Outreach Strategies

Through community based, church and neighborhood organization activities, we will go to where people gather and socialize to reach them in an environment where they are most comfortable, understanding that many people are unable to attend a typical public meeting. We will tell people about the plan, listen, and incorporate ideas and feedback. Examples of appearances may include community speaking engagements; information tables at transit stops, grocery stores or other local gathering places; neighborhood events. Appearances will include a representative from the consultant team being present at the event. Scheduling how many and who will attend will be commensurate with the event, and will aim to minimize unnecessary travel expenses. All appearances will be approved by the COEP.

Deliverables:

D2.3 Attend a minimum of five (5) events or activities.

Task 2.3 Plan Website and Social Media

Web and social media tools are critical for gathering public input and distributing information. We will work with the City of El Paso's Public Information Officer to develop a project website communicate key project information and timely updates of project milestones, and link to Facebook, Instagram, and Twitter. Web-based materials will be presented in English and Spanish. Ongoing content for the website will use information from project tasks and activities, and be provided by Alta to the City's Public Information Officer until the end of the project.

Alta Deliverables:

D2.3.1 Content and graphics for Bicycle Plan website
D2.3.2 Facebook page assistance, plus additional social media strategies as appropriate in coordination with City communications staff.

Task 2.4 Community Workshop/Open House (2)

The engagement strategy can include the traditional citywide event and/or neighborhood or district workshops to reach residents when and where they are available. Alta will rely on feedback from COEP staff and the Internal Steering Committee to determine which method will be most effective at

City of El Paso, Texas - Bike Plan and Program Scope of Work

disseminating project information and receiving useful input. The plan website and social media venues will complement and expand the outreach functions of the workshop/open house(s). One open house will be held during the development of goals and objectives for the plan, and the second following the development of the network and plan elements to garner feedback on key elements of the plan.

Alta Deliverables:

- | | |
|--------|---|
| D2.4.1 | A minimum of two (2) workshops/open houses including presentation content |
| D2.4.2 | Electronic files of visual displays, surveys, and other printed materials |
| D2.4.3 | Limited amount of supplies such as easels, pens, notepads, etc. |

COEP Responsibilities:

- Meeting logistics including room, AV equipment, tables/chairs

Task 2.5 Targeted Stakeholder Outreach

Targeted outreach needs will evolve throughout the project. At a minimum—in addition to neighborhood town hall engagement—we expect to hold focused meetings with key stakeholders identified by the City Project Manager, City Council and Internal Steering Committee. Other likely groups to engage include bicycle, pedestrian, park and urban design advocates, Fort Bliss and UTEP representatives, business leaders, freight and cargo transporters, grassroots community organizations, management districts and tourism officials.

Task 2.6 Media Relations

Alta will work with local media outlets to conduct proactive media relations to garner positive coverage of the Bicycle Master Plan process. We will inform the community about project milestones, build excitement and active participation, promote workshops, and stimulate use of the website and social media tools.

Alta Summary Deliverable Task 2:

- | | |
|----|---|
| D2 | Technical Memorandum #2: Public Outreach and Engagement Summary |
|----|---|

COEP Responsibilities:

- Distribution of memo to Internal Steering Committee and key stakeholders
- Submittal to Alta of one set of coordinated comments after a review period of five (5) working days.

Task 3: Existing Conditions

A clear assessment of existing conditions for bicycling will be prepared that will define the existing conditions for biking in the COEP. These documented existing conditions will provide the basis for recommendations and program development.

City of El Paso, Texas - Bike Plan and Program Scope of Work

Task 3.1 Field Investigation and Mapping

Alta will generate maps summarizing the existing on- and off-street bikeway facilities. Our field Investigation will focus on exploring network gaps and barriers such as principal arterials, freeways, natural features, and topography. We will prepare an exhibit summarizing high level opportunities and constraints—acknowledging current and emerging projects and key desire areas where the public and established land use indicates a strong need for high quality connections. We will focus on key elements such as safety, network continuity and distribution of end-of-trip facilities. The documentation will show how the system serves multiple user types and diverse communities citywide.

Task 3.2 Collision and Safety Analysis

The Alta team will perform a high-level analysis of the City of El Paso's crash data or use state data to identify and map individual streets and intersections experiencing high numbers of crashes involving bicyclists for the past five years of available crash data. We will identify, map and assess problem areas for data we have reviewed.

Task 3.3 Network Gap Connectivity Analysis

Most US cities are developing parallel bikeway networks which attempt to serve a wide cross-section of the community. While important, bike lane facilities on high-speed, high volume arterials do not attract a high percentage of the population to ride bicycles for transportation. We will review existing bikeways and opportunities at a high level with supplemental analyses focusing on the “low-stress” network which caters to families and those less confident in traffic. Special attention will be paid to the planned trail networks and identifying important on- and off-street connections between network segments and major activity centers and destinations. The public will be invited to augment the analysis through web-based mapping and other input tools.

Task 3.4 Demand/Benefit Analysis

Alta staff will develop existing and future daily bicycle trip projections to document benefits of plan recommendations. The American Community Survey represents the only existing large data set and is limited to commute trips. In reality, commute trips make up a small fraction of overall other utilitarian and recreational based trips. Projections will be based on Alta's Bicycle and Pedestrian Demand Model methodology that is being used by FHWA. We will also utilize our nationally recognized benefit models to estimate reductions in vehicle trips, vehicle miles traveled, and related items such as air quality implications. Economic benefits of bicycling and health impact assessment of selected projects are also supporting documentation that Alta has specialists to complete and may be included.

Alta Deliverables:

- D3 Technical Memorandum #3: Existing Conditions Report including maps detailing high crash areas, network gaps, and areas/corridors of projected bicycling demand

COEP Responsibilities:

- Distribution of memo to Internal Steering Committee and key stakeholders

City of El Paso, Texas - Bike Plan and Program Scope of Work

- Submittal to Alta of one set of coordinated comments after a review period of five (5) working days.

Task 4: Comprehensive Bikeway Network

Our goal is to position the City of El Paso for success in developing an effective bicycle program and network. This Bicycle Master Plan process is a means for an environment where City and agency staff are bought through the process and ultimately commit to final network recommendations. Recommendations will take into account understand the unique existing conditions and challenges that will need to be overcome for actual implementation of network segments, and we will define the implementation strategy that allows connectivity in the city's network to grow quickly and logically while still taking full advantage of opportunities as they arise. Throughout this task, we will coordinate closely with City transportation planning staff, TxDOT, the El Paso MPO, the Camino Real Regional Mobility Authority, El Paso County and other agencies to prevent duplication of efforts and integration with current and future transportation plans. Additional key agencies may include UTEP, Fort Bliss and Franklin Mountains State Park.

Task 4.1 Key Roadway Assessment

Alta will perform a detailed corridor assessment to rate key roadways according to their potential to safely and comfortably serve a broad range of active and potential bicyclists. Key Roadways will be identified during the gap analysis process and individually studied for the provision of on-street bicycle facilities. Travel lane width, parking lane presence/utilization, average daily traffic (volume to capacity ratios), and other applicable characteristics all help determine if existing road space can be converted to bike space. Street cross-sections will be proposed for key roadways that offer options for adding bicycle facilities as future retrofits to existing streets. In some cases multiple options may exist to add bicycle lanes or enhanced facilities like buffered or protected bike lanes.

Task 4.2 Bikeways + Network

Alta will use the work completed in Tasks 1-4 to develop El Paso's proposed bikeway network. The system will focus on connecting the current trails to key destinations and transit facilities, filling gaps, providing a more dense, diverse and connected network that is consistent with other planning efforts, enhancing end-of-trip facilities and establishing seamless multi-modal connectivity. We will use the NACTO *Urban Bikeway Design Guide*, as a basis for planning and attention to ultimate design envisioned to provide a connected network of separated and low stress routes, while preserving mobility for other modes of transportation. The goal will be to synthesize the on-street network and the off-street network. We will focus a significant effort in defining a robust downtown network of bikeways that will include cycle tracks, buffered bike lanes and bike lanes. We will include one photo sim representing each bikeway type included in the plan for a sample El Paso street in the network.

Task 4.3 Prioritization

Alta will work with the City of El Paso and the Internal Steering Committee to develop a prioritization framework that will rate the proposed projects. Criteria to be used in prioritization will be vetted by City staff and the Internal Steering Committee and will be directly related to goals and objectives of the plan as well as factors such as cost, public feedback, feasibility, ability to fill gaps,

City of El Paso, Texas - Bike Plan and Program Scope of Work

connections to other bikeways, and access to key destinations. A list of the ten highest priority bicycle projects will be collaboratively prepared. For each project, we will develop cut sheet for the project that will include a project purpose and need statement, location map and bikeway type simulation, and a planning-level cost estimate. Where required by the City, Alta will complete conceptual level traffic modeling (e.g., volume to capacity ratio and intersection LOS) for projects that require modification of existing travel lanes. The following projects have been identified by COEP staff as top priority:

- Downtown
- Resler Drive
- CBD4
- Country Club Road
- Shuster Rd from Prospect to Campbell

Task 4.4 Cost Estimates

Alta has developed a unique and highly efficient calculating tool that allows detailed cost estimates to be generated from simple project details using localized unit costs. The methodology will be documented and will position City staff well for local, regional, state and federal funding requests and grant applications. Planning level cost estimates will be prepared for projects deemed priority by staff and the Internal Steering Committee.

Task 4.5 Bikeway Design Guidelines and Standards

Alta will combine emerging guidance, including the NACTO *Urban Bikeway Design Guide*, with other professionally accepted documentation to provide El Paso with a specific set of bikeway design guidelines and recommendations to be incorporated into the City's Design Standards for Construction and other documents.

Alta Deliverables:

- D4 Technical Memorandum #4: Recommended Bikeway Network
- D4.1 Bikeway Design Guidelines and Standards as Appendix Document

COEP Responsibilities:

- Coordination with TxDOT, MPO, and other agencies regarding existing planning/design projects to avoid duplication of effort.
- Distribution of memo to Internal Steering Committee and key stakeholders
- Submittal to Alta of one set of coordinated comments after a review period of five (5) working days.

Task 5: Education and Encouragement

Building on Alta's nationwide Education and Encouragement practice and our active transportation work, our team will develop a best practices report identifying ways to enhance and improve safe bicycling in adults and youth, plus programs to encourage and promote the transportation potential

City of El Paso, Texas - Bike Plan and Program Scope of Work

and health benefits of bicycling. Working closely with stakeholders, the Alta team will utilize the information gathered during the public engagement activities, plus our experience in communities similar to El Paso, to craft education and encouragement messages and campaigns. These may include text and graphics for print, website, and social media as well as material for videos if applicable. Offered in both Spanish and English, education and encouragement programs will be targeted to complement the engineering and infrastructure improvements that will help make bicycling practical and comfortable for El Paso citizens. Finally, Alta will include an evaluation method with clearly defined performance measures to track program progress over time. We are strong believers in measuring success and gauging results that may require adjustments of the program to provide the results desired.

Task 5.1 Develop Strategies and Program

Working closely with the COEP's Bicycle Internal Steering Committee, Alta will review education and encouragement strategies currently in use in El Paso, and develop recommendations and performance measures. This task may include strategies aimed at motorists as well as current and potential bicyclists, including the challenge of addressing behavior of motorists from three distinct driving paradigms: Texas, New Mexico, and Ciudad Juarez. Attention will be paid to targeting a broad spectrum of El Paso citizens.

Task 5.2 Website Content and Design

Alta will develop content and graphics for the COEP bicycle program website to inform citizens about a wide range of topics related to increasing the numbers of citizens who bicycle regularly, including the bicycle facility network, safe bicycling behavior, traffic laws, trainings and classes in bicycle safety, status of bicycle infrastructure projects, and other relevant information. Alta will work closely with the City's IT department to craft a comprehensive and user-friendly clearinghouse for bicycling in El Paso.

Task 5.3 Collateral Materials Content and Design

In addition to the web site, Alta will develop content and/or references for other materials to reach youth and adults with messaging and campaigns such as printed materials, promotional items, PSA's, and others as the project budget allows. Alta will rely on guidance from the Internal Steering Committee and project staff to prioritize types of materials that will be most effective.

Alta Deliverables:

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|------|---|
| D5.1 | Technical Memorandum #5: Education and Encouragement Best Practices and Recommendations |
| D5.2 | Website content and design |
| D5.3 | Content and design for a minimum of three (3) priority collateral materials |

City of El Paso, Texas - Bike Plan and Program Scope of Work

COEP Responsibilities:

- Support and assistance from IT staff.
- Submittal to Alta of one set of coordinated comments after a review period of five (5) working days.

Task 6: NACTO Urban Bikeway Design Guide Training

Task 6.1 Workshop and Preparation

Alta Principal Joe Gilpin will conduct a full-day bicycle facility design workshop covering many of the treatments contained within the NACTO *Urban Bikeway Design Guide*. This training is targeted to COEP and other agency staff, key stakeholders and elected officials. There will be a special session for internal city staff that will specifically address details of internal implementation challenges of NACTO guidance. The goal of this workshop is to provide insight into a variety of bikeway design treatments prior to release of the recommended network. Workshop attendees will join in interactive activities and help redesign a typical El Paso street and intersection with high quality bicycle facilities. These activities help decision makers understand the process and tradeoffs associated with retrofitting existing streets with bikeways.

Alta Deliverables:

D6.1	Agency NACTO Workshop and preparation
D6.2	City Staff specific workshop following the Agency NATCO workshop, and preparation (workshop to be on the following day of the Agency NATCO training)
D6.3	Electronic files of workshop printed materials

COEP Responsibilities:

- Workshop meeting room, AV equipment, basic refreshments (water, coffee, etc.)
- Printing of workshop materials
- Announcement and communications to workshop attendees.

Task 7: Bicycle Program and Policy Recommendations

The Alta Team will develop recommendations for establishing a City of El Paso Bicycle Program, to include training of staff, and development of policies and procedures. This task is focused creating a vision and action items for “institutionalizing” bicycling as a viable transportation mode, safe and accessible recreation activity, and crucial livability element for El Paso citizens. This task will include an analysis and recommendations specific to the goal of achieving a Bicycle Friendly Community designation by the League of American Bicyclists.

City of El Paso, Texas - Bike Plan and Program Scope of Work

Task 7.1 Policy Analysis

We will help establish a vision and direction for “institutionalizing” bicycle facility planning and implementation by reviewing existing laws, ordinances, policies, and regulations for the City of El Paso. Using our library of international policies, we will provide a summary of goals and policies from comparable cities, plus bicycle program trend-setting jurisdictions such as Austin, Chicago, Salt Lake City, Washington, Atlanta, Denver, and Seattle. The policy recommendations will build on those from Plan El Paso and the city’s Smart Code, drawing from national organizations such as the Association of Pedestrian & Bicycle Professionals, AASHTO ITE, NACTO, and Congress for the New Urbanism. Alta will develop recommendations to be incorporated into the Capital Improvement Program, City Mobility Planning documents, El Paso long range plans and Horizon TIP if possible, Subdivision Ordinance, Engineering and Construction Management Design Manual, Major Thoroughfare & Freeway Plan, and Parks & Recreation Plans.

Task 7.2 Organizational Process Analysis

Alta will conduct a minimum of four (4) interviews with various department and agency officials to inform a position paper on the current decision making structure regarding bicycle issues, interdepartmental and interagency coordination, and funding strategies. We will draw from our experience in city and regional government, as well as our knowledge of local, regional, state and federal funding programs to make recommendations for the City of El Paso. These will include strategies to formalize the decision-making process and propel implementation of the recommendations from the bicycle plan.

Task 7.3 Public Safety Coordination

Alta understands the need for coordination with public safety officials, and will strive to create consensus and cooperation among City planning, Capital Improvement Program Department, parks and recreation staff, and the public safety departments. Alta will facilitate and organize a minimum of three (3) meetings with emergency management, fire, and police officials to identify areas of concern, as well as areas of cooperation. Issues that may be addressed include motorist and bicyclist compliance with traffic laws, collision reporting protocols, vehicle lane width analysis, emergency response routes, and evacuation planning.

Alta Deliverables:

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|------|--|
| D7.1 | Technical Memo #7: Bicycle Program Analysis and Recommendations |
| D7.2 | League of American Bicyclists Bicycle Friendly Community Recommendations |

COEP Responsibilities:

- Provide links to or hard copies of all relevant documents and information
- Provide staff contact information and assistance in coordinating meetings, teleconferences, and other logistics
- Submittal to Alta of one set of coordinated comments after a review period of five (5) working days.

Task 8: Draft and Final Plan Report

Task 8.1 Draft El Paso Bike Plan and Program

The Alta team will prepare and present a Draft and Final El Paso Bicycle Master Plan. The plan will include the working papers, maps, graphics and materials developed as part of Tasks 1-6 organized in a concise and easy-to-use format. It will include policy, program and network recommendations, supplemented by design guidance and a clear implementation schedule. We will also provide finalized GIS and other data files for future use by the City of El Paso. The plan and mapping included in the plan will be prepared for posting on the Bicycle Plan and Program website. Substantial completion of the draft plan will occur by the end of April, 2016.

Alta Deliverables:

D8.1 Draft El Paso Bike Plan and Program document, ten (10) hard copies.

Task 8.2 Public and Agency Review

Alta will work with staff and the Internal Steering Committee to determine the most expedient methods for public and agency review of the Draft Plan. These may include a presentation at a regular City of El Paso public meeting, posting the plan on the City's website, and presentation of the Draft to City Elected officials.

Alta Deliverables:

D8.2.1 Attendance at a minimum of two (2) agency or elected official meetings. (One of these meetings may be a presentation or assistance to staff at City Council Meeting)

D8.2.3 Submittal to Alta of one set of coordinated comments of the Draft Bike Plan after a review period of thirty (30) working days.

COEP Responsibilities:

- AV equipment and announcement

Task 8.3 Final El Paso Bike Plan and Program Preparation

Alta will make revisions to the Draft and Pre-Final Plan after receipt of one set of coordinated comments. If COEP does not approve of the draft and pre-final Plan, Alta will furnish the resubmitted versions. Upon completion of the final report, Alta will furnish the report for final check. The Final plan will be accomplished by no later than May 31, 2016.

Alta Deliverables:

D8.3.1 Final Bike Plan and Program document

D8.3.2 Final Bike Plan and Program Document in hard copy (3) and e-files, including GIS files of the existing and recommended networks.

City of El Paso, Texas - Bike Plan and Program Scope of Work

COEP Responsibilities:

- Distribution of final document to relevant agency staff.
- Submittal to Alta of one set of coordinated comments of the Final Bike Plan after a review period of five (5) working days.

ATTACHMENT "B" - FEE PROPOSAL

El Paso Bike Plan and Program Fee Proposal - 7/17/15
Alta Planning + Design

		Total Fee
Task #	Task Name	
1	Project Initiation and Management	\$ 31,554
1.1	Project Management and Communication	\$ 13,801
1.2	Vision, Goals, Objectives, and Performance Measures	\$ 7,389
1.3	Existing Data and Document Review	\$ 10,364
2	Public Outreach and Engagement	\$ 31,465
2.1	Kick-Off Event	\$ 4,215
2.2	Inclusive Outreach Strategies	\$ 4,070
2.3	Plan Website and Social Media	\$ 4,014
2.4	Community Workshops/Open House	\$ 10,970
2.5	Targeted Stakeholder Outreach	\$ 6,039
2.6	Media Relations	\$ 2,158
3	Existing Conditions	\$ 28,379
3.1	Field Investigation and Mapping	\$ 10,082
3.2	Collision and Safety Analysis	\$ 5,750
3.3	Network Gap Analysis	\$ 7,865
3.4	Demand/Benefit Analysis	\$ 4,682
4	Comprehensive Bikeway Network	\$ 55,289
4.1	Key Roadway Assessment	\$ 7,528
4.2	Bikeways + Network	\$ 21,276
4.3	Prioritization	\$ 9,717
4.4	Cost Estimates	\$ 10,789
4.5	Bikeway Design Guidelines and Standards	\$ 5,979
5	Education and Encouragement	\$ 31,701
5.1	Develop Strategies and Program	\$ 13,657
5.2	Website Content and Design	\$ 11,768
5.3	Collateral Materials Content and Design	\$ 6,276
6	NACTO Urban Bikeway Design Guide Training	\$ 7,179
6.1	Workshop and Preparation	\$ 7,179
7	Bicycle Program and Policy Recommendations	\$ 16,247
7.1	Policy Analysis	\$ 6,332
7.2	Organizational Process Analysis	\$ 8,088
7.3	Public Safety Coordination	\$ 1,827
8	Draft and Final Plan Report	\$ 28,549
8.1	DRAFT El Paso Bike Plan and Program	\$ 20,072
8.2	Public and Agency Review	\$ 2,582
8.3	Revisions and Final Document Preparation	\$ 5,895
Total Hours		
Subtotal Labor Fee		\$ 230,363
Travel Expenses (Air fare, hotel, travel meals, car rental, gas, mileage)		\$ 8,318.28
Printing Costs (Draft and Final Plan, Boards for open house, fliers, ads)		\$ 6,802.58
Subconsultant Administration by Alta		\$ 4,516.05
TOTAL PROPOSED FEE		\$ 250,000.00

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "**El Paso Bike Plan & Program**," 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 the design phases of 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 a 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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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. 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "**El Paso Bike & Program Plan**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **Two Hundred and Fifty Thousand and 00/100 DOLLARS (\$250,000.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Transportation costs and Reimbursable Limits: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Airline Costs: The City will only reimburse for airline costs at the Economy or Coach Class rate. Extra insurance and luggage costs are unallowable. Airline ticket "reissue fee" is reimbursable only if the change was at the City's request or change in meeting because of the City.

Personal Automobile Mileage: Up to the rate of 57.5 cents per mile or the current State of Texas rate applicable at the time cost is incurred. Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Automobile Rentals: Not to exceed \$50.00 per day plus applicable taxes. Extra optional insurance or rental gasoline costs are unallowable. Weekly or Monthly rates should be used when applicable. Upgrades beyond economy-sized require an explanation. Use of automobile rental not related to the project is unallowable.

Hotel Rates: Weekly and Monthly rates are encouraged and expected when applicable. Reimbursable costs shall not exceed \$92.00 per day plus applicable city/state/county taxes or current state rate applicable at the time cost is incurred.

Meals (Food Costs): Meal receipts are not required. Actual costs are allowable up to a maximum Per Diem allowance of \$51.00 per day or current State of Texas rate applicable at the time cost is incurred. Meals are only reimbursable with overnight lodging away from headquarters. *Tips and alcohol are not reimbursable. Per meal maximums for partial day travel are as follows: **Breakfast \$10.20, Lunch \$15.30 and Dinner \$25.50** and are adjusted proportionately to a change in the current state rate.*

Other – Taxi, Bus, Limousine, Subway, etc.: Only reasonable and prudent costs (with explanations) are reimbursable. *Tips are not reimbursable.*

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is

15-1004-612/PL#426736

Alta Planning- Bike Plan & Program-
Professional Services Agreement/SMC

ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Receipts: Legible itemized receipts are required for the following: 1. Hotel (lodging) costs. 2. Airfare travel costs. 3. Parking costs. 4. Automobile or Equipment Rental costs. 5. Taxi, Limousine, Bus, Subway, or other travel costs. 6. Reproduction. 7. Shipping and Handling. 8. Local Postage/Deliveries (courier services). 9. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner's fiscal year.

DELIVERABLE SCHEDULE

The services called for in this Agreement shall be completed within **approximately eleven (11) months** following written authorization from the Owner for the Consultant to proceed, as detailed within **Attachment "A"** and summarized below.

PROJECT INITIATION AND MANAGEMENT

The services called for in **project initiation and management** shall be completed in of this Agreement shall be completed within two hundred seventy (270) **consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PUBLIC OUTREACH AND ENGAGEMENT

The services called for in the public outreach and engagement phase of this Agreement shall be completed within two hundred seventy (270) **consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

EXISTING CONDITIONS

The services called for the existing conditions phase of this Agreement shall be completed within two hundred seventy (90) **consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

COMPREHENSIVE BIKEWAY NETWORK

The services called for the comprehensive bikeway network phase of this Agreement shall be completed within one hundred sixty five (165) **consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

EDUCATION AND ENCOURAGEMENT

The services called for the education and encouragement phase of this Agreement shall be completed within forty five **(45) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

NACTO URBAN BIKEWAY DESIGN GUIDE TRAINING

The services called for the NACTO urban bikeway design guide Training phase of this Agreement shall be completed within thirty **(30) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

BICYCLE PROGRAM AND POLICY RECOMMENDATIONS

The services called for the bicycle program and policy recommendations phase of this Agreement shall be completed within ninety **(90) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

DRAFT AND FINAL PLAN REPORT

The services called for the draft and final plan report phase of this Agreement shall be completed within sixty **(60) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "E"
CERTIFICATE OF INSURANCE

15-1004-612/PL#426736
Alta Planning- Bike Plan & Program-
Professional Services Agreement/SMC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/01/2015

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 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 USI Northwest 700 NE Multnomah, Suite 1300 Portland, OR 97232 503 224-8390		CONTACT NAME: Karen Barry PHONE (A/C, No, Ext): 503 224-8390 E-MAIL ADDRESS: karen.barry@usi.biz FAX (A/C, No): 610 362-8130															
INSURED Alta Planning + Design, Inc. 711 SE Grand Avenue Portland, OR 97214		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Comp</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Ins</td> <td>36161</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: SAIF Corporation</td> <td>36196</td> </tr> <tr> <td>INSURER E: Zurich American Ins. Co.</td> <td>16535</td> </tr> <tr> <td>INSURER F: Continental Casualty Company</td> <td>20443</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Comp	25615	INSURER B: Travelers Property Casualty Ins	36161	INSURER C: Travelers Indemnity Company	25658	INSURER D: SAIF Corporation	36196	INSURER E: Zurich American Ins. Co.	16535	INSURER F: Continental Casualty Company	20443
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			07/01/2015	07/01/2016	EACH OCCURRENCE \$2,000,000
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			07/01/2015	07/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		07/01/2015	07/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			09/01/2014	09/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	09/01/2014	09/01/2015	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
F	Professional Liability			07/01/2015	07/01/2016	\$3,000,000 Per Claim \$4,000,000 Aggregate

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

RE: The City of El Paso is included as an Additional Insured for General Liability and Auto Liability when required by written contract or agreement as provided by attached endorsements CGD3810907 and CAT4200710. Workers Compensation Waiver of Subrogation is provided when required by written contract or agreement per attached form WC000313. Should described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days advance written notice to the certificate holder named, (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of El Paso
 Attn: Benjamin Ortega
 Capital Improvement Program Dept.
 218 N. Campbell, Second Floor
 El Paso, TX 79901

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

Mike Seabaugh

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DESCRIPTIONS (Continued from Page 1)

except for nonpayment and Workers Compensation.

A/E SELECTION SUMMARY					
Project Name:		El Paso Bike Plan & Program			
Department Requesting Approval:		Capital Improvement Program	District:		All
SCOPING AND EVALUATION TEAM			REQUEST FOR QUALIFICATIONS (RFQ)		
Fred Lopez - Capital Improvement Program Department			Date issued:		Monday, February 16, 2015
Margaret Schroeder, P.E. - Capital Improvement Program Department					
Kevin Smith - Capital Improvement Program Department					
Jim Fisk - Capital Improvement Program Department			Date submittals due:		Monday, March 09, 2015
Firms that Submitted a Statement of Qualifications (SOQ)					
Alta Planning & Design		SWA Group	Toole Design Group		
SCHEDULE			FINALISTS (in ranked order)		
Final recommendation:		Thursday, April 16, 2015	1	Alta Planning & Design	
Date finalists notified:		Thursday, April 16, 2015	2	Toole Design Group	
			3	SWA Group	
Consultants recommended for award:			1	Alta Planning & Design	
City Council Agenda date for recommended award:			Tuesday, August 04, 2015		



El Paso Bike Plan & Program

Agreement for Professional Services

August 4, 2015

Strategic Plan 2015 Goal:

- 3) Promote the Visual Image of El Paso**
- 7) Enhance and Sustain El Paso's Infrastructure Network**
- 8) Nurture and Promote a Healthy, Sustainable Community**

"Delivering Outstanding Services"



Background

- Last adopted bicycle plan was in 1982; a plan was commissioned in 1997 but never adopted
- Only other plan guidance comes from 2012 Comprehensive Plan – identifies goals and a possible network, but little emphasis on design
- City of El Paso adopted National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide on May 20, 2014

"Delivering Outstanding Services"



Project Budget

Approved Amount: \$250,000.00

Item	Source	Amount
Bike Plan & Program	80% TxDOT / 20% COEP	\$250,000.00
TOTAL PROJECT EXPENDITURES NOT TO EXCEED		\$250,000.00



Scope of Work

Develop and implement a new bicycle plan and program utilizing the following tasks:

- ✓ **Task 1: Project Initiation and Management**
- ✓ **Task 2: Public Outreach and Engagement**
- ✓ **Task 3: Existing Conditions**
- ✓ **Task 4: Comprehensive Bikeway Network**
- ✓ **Task 5: Education and Encouragement**
- ✓ **Task 6: NACTO Urban Bikeway Design Guide Training**
- ✓ **Task 7: Bicycle Program and Policy Recommendations**
- ✓ **Task 8: Draft and Final Plan Report**

"Delivering Outstanding Services"



Selection Summary

Request for Qualifications Details:

- Solicitation advertised for 21 days
- Three (3) firms submitted Statements of Qualifications
- All three non-local, but each included local sub-consultants

Recommendation

- Alta Planning and Design, a California Corp., as the most qualified consultant, in the amount of \$250,000.00

Schedule

- Consideration and approval by City Council of final plan in Summer 2016



Questions/Comments

"Delivering Outstanding Services"