

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

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

SUBGOAL: N/A

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: Gvette Hernandez
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City Of El Paso, and **Alta Planning+Design, Inc.** a California, USA, foreign for-profit corporation, authorized to transact business in Texas, for a project known as “**2025-0163 Bike Plan Update**” for an amount not to exceed \$400,000.00.

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 \$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, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to \$50,000.00 and sign any amendments to the agreement.

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

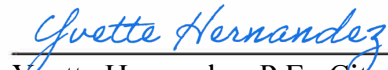
Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

EVALUATION COMMITTEE SCORESHEET SUMMARY					
SOLICITATION #2025-0163R 2016 BIKE PLAN UPDATE					
CONSULTANT	ALTA PLANNING	HUITT-ZOLLARS	LOI ENGINEERS	NELSON NYGAARD	WSP
Rater 1	90	90	76	76	79
Rater 2	69	65	57	70	63
Rater 3	66	59	61	56	60
Total Rater Scores	225	214	194	202	202
References	6.62	9.76	6.2	8.7	6.6
Overall Score:	231.62	223.76	200.2	210.7	208.6

Rankings	Consultant
1	ALTA PLANNING
2	HUITT-ZOLLARS
3	NELSON NYGAARD

Rankings	Consultant
4	WSP
5	LOI ENGINEERS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2025, 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, USA, Foreign For-Profit Corporation authorized to transact business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “**2025-0163 Bike Plan Update**”, 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”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

ARTICLE II.
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement 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 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 **\$400,000.00** 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 **\$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 in an amount not to exceed **\$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 **\$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"**.

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

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 INTENTIONALLY DELETED.

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 "A"** and the Notice to Proceed.

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 FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 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 “E”**. 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
 \$1,000,000.00 Products/Completed Operations
 \$1,000,000.00 Personal and Advertising Injury

- 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 \$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 "E"**. 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.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE 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 and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state 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 and State 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 shall apply, **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 (FAA) through a Grant Agreement or Cooperative Agreement with the Owner .

--The Texas Department of Transportation through an 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 and State 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 will be identified pursuant to the federal funding requirements for an individual task order 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 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 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.

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. ADP 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 Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information

Consultant shall so certify to Client, 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 Client 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 Client 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 Client to enter into such litigation to protect the interests of Client 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 "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.

7.2 INTENTIONALLY DELETED.

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 "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.

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 has 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, other than the construction of the Project, 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 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting

information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 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.

7.8 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.

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

7.10 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.

7.11 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.

7.12 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
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With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	Alta Planning + Design, Inc. Attn: Katherine Mangle, Chief Strategy Officer 101 SW Main Street, Suite 2000 Portland, Oregon 97204
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 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.

7.14 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.

7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(SIGNATURES ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Dionne L. Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of January, 2025, by
Dionne Mack, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

CONSULTANT:

Alta Planning+Design, Inc.

By: 

Mike Rose

Title: Vice President

ACKNOWLEDGEMENT

THE STATE OF Oregon §

COUNTY OF Multnomah §

This instrument was acknowledged before me on this 22nd day of October, 2025, by Mike Rose, Vice President, on behalf of Consultant.




Notary Public, State of Texas & Oregon
gmr

My commission expires:

06/19/2028

ATTACHMENT "A"
SCOPE OF SERVICES



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May 8, 2025

Joaquin Rodriguez, AICP
Anna Mesa-Zendt, AICP
Capital Improvement Department
City of El Paso
218 N. Cambell Street, 3rd Floor
El Paso, TX 79901

Re: El Paso Bike Plan Update Draft Scope of Services

Dear Joaquin and Anna,

We're excited to support the City of El Paso on the Bicycle Master Plan Update and are grateful for the opportunity to continue partnering with the City on important work related to active transportation system users. Attached is our proposed scope of services for your review. This scope of services is based upon RFP items and our January scoping conversation.

For work delivery, Fehr & Peers will lead the analytics pieces of the project described in Task 04, including bicycle facility selection. Consor will lead our engagement approach described in Task 02, with support from Alta. Alta will lead all other elements of the project including the development of the Master Plan document.

Should you have any questions or are in need additional information, please do not hesitate to contact me at brandongonzalez@altago.com or by phone at (602) 560-2230. We look forward to your feedback and any additional refinement.

Sincerely,

A handwritten signature in black ink, appearing to read "Bl 2 560", which is a stylized representation of the name Brandon Gonzalez.

Brandon Gonzalez, AICP
Principal, Alta Planning + Design



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Project Description

The following scope of services provides an overview of the technical tasks related to the update of the City of El Paso's 2016 Bicycle Master Plan. This project is funded through a Federal Transit Administration grant, and a key outcome of this project will be identifying first/last mile improvements around the City's Bus Rapid Transit System, BRIO. While first/last mile connectivity will be a critical component of the project, we will also assess the broader active transportation network and associated policies and programs for a comprehensive set of new recommendations to guide the next decade of bicycle facility implementation.

We understand that grant funding will be key for project implementation, and our team will focus on identifying practical projects that will be competitive for grant funding. This will include an assessment of potential grant funding sources early in the project, understanding evaluation criteria of different programs, and helping select projects that will be competitive for different funding sources.

Finally, this project includes a robust engagement process that will leverage existing events for outreach, including a large kick-off meeting planned to correspond to a large bike month bike ride. We will build on our Vision Zero approach to use pop-ups at community events and attend neighborhood meetings to get project feedback where people already are.

The following scope of services is organized by the following tasks:

1. Project Management
2. Outreach & Stakeholder Coordination
3. Existing Conditions, Policies, & Plans Review
4. Bicycle Demand & Analytics
5. Recommendation Development
6. Bicycle Master Plan Report & Adoption

Task 1: Project Management

Task 1.1: Project Management & Administration

Alta's project manager, Brandon Gonzalez, will provide management and coordination throughout the life of the project. He will provide project management services including project administration, maintaining the project schedule and budget, invoicing and reporting, and regular communications with the City and subconsultant teams.

Task 1.2: Kickoff Meeting & Project Team Meetings

Alta will facilitate a virtual project kickoff meeting with City of El Paso staff and the consultant team. The meeting will review the goals of the project, scope of work, and deliverables; define and identify necessary data needs; and discuss elements of outreach and stakeholder coordination. Additionally, Alta will conduct up to twenty-five (25) half-hour, bi-weekly project coordination meetings and up to five (5) one-hour coordination calls as needed with the City's project team. Coordination meetings will be virtual and are intended to discuss project updates, schedule, stakeholder coordination, and to define project needs and challenges. Actions and notes from these meetings will be maintained in a shared document.



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Task 1.3: Leadership Updates

Alta will provide materials for up to three (3) City Council / Leadership updates. It is assumed that City Staff will lead the update, unless the Consultant is able to join virtually or the presentations are coordinated with planned in-person project visits by the Consultant.

Task 1.4: Steering Committee Meetings

Alta will lead up to five (5) Steering Committee Meetings throughout the project. The City will appoint the steering committee which will provide input on existing conditions, challenges/opportunities, recommendation drafting, and the vetting of final recommendations. The project scope assumes three in-person trips to the City through the project, and it is anticipated that three steering committee meetings will be in-person and coordinated with these trips. Two steering committee meetings will be virtual or hybrid. Alta will prepare materials and facilitate meetings. The location and coordination of attendance for meetings will be handled by the City.

Task 1 Deliverables:

- Monthly invoices with brief progress report
- Project schedule
- Kickoff meeting agenda and minutes
- Up to twenty-five (25) half-hour, bi-weekly project coordination meetings.
- Up to five (5) one-hour, coordination calls
- Up to three (3) leadership meetings to provide updates and/or guide decision-making
- Up to five (5) steering committee meetings, 3 of which in-person and two virtual

TASK 2: Outreach & Stakeholder Coordination

Task 2.1: Logo & Branding

Alta will create distinct branding elements for project documents, including colors, fonts, and templates, while also utilizing graphic design elements created for the 2023 Vision Zero Action Plan where possible. Alta will create a brand and design theme early in the project that will be carried forward on all project materials, particularly on externally focused materials used for community engagement. Alta will also create a project logo for use on project materials and outreach. It is assumed that logo development will be largely based on the existing Vision Zero Logo with only minor adjustments incorporated.

Task 2.2: Virtual Engagement

Alta will provide content for a city-hosted website, similar to the process taken for the Vision Zero project. The content will include project background and objectives, project schedule, engagement events, materials from steering committee meetings, and other relevant project materials. The City will be responsible for the development of the website and posting of content provided by Consultant.



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Alta will utilize our in-house software to develop an interactive webmap for public feedback. The webmap will be used early in the process to collect information on challenges, barriers, safety concerns, critical network gaps, and other foundational information. The webmap will also host a virtual survey, discussed in Task 2.4 below.

Task 2.3: Engagement Planning & Reporting

Objective

Provide a clearly-articulated, well-reasoned approach to outreach in addition to well-documented results which are presented in a manner useful to the City and Alta.

Activities

Before outreach begins, consultant will develop a detailed Community Engagement Plan which includes key messages, recommended events for participation, and strategies to maximize engagement with audiences identified in the "Project Understanding and Assumptions" portion of this document. After the final engagement activity, the consultant will produce a comprehensive report on in-person engagement activities and survey responses.

Task 2.4: Develop & Deploy Printed/Online Survey

Objective

To obtain community feedback on thoughts, attitudes, and perceptions on existing, proposed, and/or potential bike infrastructure on a platform which allows the project team to track resident responses by location.

Activities

Conzor will draft two bilingual "60 Second Surveys" which will be deployed on its Survey Monkey platform and in paper form at events, community gathering places, and places of public accommodation in transit-rich environments and the ZIP codes identified in the "Project Understandings and Assumptions." The surveys will focus on the following:

- Survey 1: Barriers, issues, and challenges to accessing transit via bike.
- Survey 2: Feedback on improvements included in proposed update.

Assumptions

All written and/or designed materials will be subject to one round of revisions by the City of El Paso. The City of El Paso will provide comments within two business days. Further revisions will be billed at hourly rate. City of El Paso and/or Alta will provide any logo files, brand or style guidelines, graphic dimensions as required by Consor to complete this work.

Task 2.5: In-Person Events

Objective

Maximize participation in the bilingual "60 Second Surveys" by focusing engagement on integration into existing community events rather than traditional public meetings.



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Activities

Conсор will identify a kick-off event, a wrap-up event, and up-to eight existing community events to participate in. Special focus will be placed on kick-off and wrap-up events as opportunities to build awareness or report on the outcomes of the planning process. The eight intervening pop-ups will focus on survey participation.

Assumptions

Conсор will provide up to four staff members at each event, at least one of which will be bilingual in English and Spanish, at each of the 10 in-person events.

Conсор will provide exhibits, surveys, fact sheets, and giveaways in accordance with fee.

All written and/or designed materials will be subject to one round of revisions by the City of El Paso. The City of El Paso will provide comments within two business days. Further revisions will be billed at hourly rate.

City of El Paso and/or Alta will provide any logo files, GIS maps of existing or proposed improvements, technical renderings, brand or style guidelines, and/or graphic dimensions as required by Conсор to complete this work.

Any registration and/or event fees will be paid directly by the City of El Paso. Any giveaways, refreshments, etc., other than those explicitly noted in the attached fee document will be provided by the City of El Paso at its sole expense.

If the City determines that giveaway items cannot be supported by the study's federal funding source, the City will continue to reimburse Conсор for the purchase of giveaway items purchased by Conсор.

Task 2.6: Marketing Support

Conсор will assist the City of El Paso with its objective of maximizing awareness and participation of the study.

Activities

Conсор will provide support with the production of social media posts, newsletter/website content updates, and media relations. In close coordination with the City of El Paso and external partners such as the Paso del Norte Trail, Conсор also proposes to use spray chalk to stencil QR codes and messages encouraging survey participation on sidewalks, trails, near transit centers, and at bike parking facilities at approved locations.

Assumptions

All written and/or designed materials will be subject to one round of revisions by the City of El Paso. The City of El Paso will provide comments within two business days. Further revisions will be billed at hourly rate.

City of El Paso and/or Alta will provide any logo files, GIS maps of existing or proposed improvements, brand or style guidelines, and/or graphic dimensions as required by Conсор to complete this work.

The City of El Paso will facilitate coordination with any city-owned facilities as needed.

Task 2.7: Renderings & Visualizations

Alta will provide visualization support to help the public understand the potential impact of changes and better weigh-in on concepts and ideas. Supporting materials will be identified during the project in accordance with available task budget. Prior to beginning any graphic design work, Alta will obtain approval from the City project manager and will provide an hourly estimate to complete. Visualizations can range from low-cost photo simulations and cross sections



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to more complex and “real life” cross-sections. If visualization support is not utilized during public engagement, it may instead be used to help visualize a selection of priority projects for inclusion in the final plan document.

Task 2 Deliverables:

- Development of a project brand including graphics to be used for public-facing communication
- Development of a project logo leveraging the design of the existing Vision Zero logo
- Draft & Final Community Engagement Plan
- Draft & Final Community Engagement Report
- Interim reporting on community engagement and survey participation
- Draft survey questions (2)
- Final survey questions (2)
- Printed and electronic survey (2)
- Ten (10) in-person tabling sessions at existing community events/functions
- Social media posts (as budget allows)
- Newsletter/website content updates (as budget allows)
- Media relations (as budget allows)
- Chalking plan & execution of chalking plan (as budget allows)
- Visualization support based on available task budget

TASK 3: Policy & Plan Review

Task 3.1: Policy & Regulatory Review

The City will provide a list of identified policy and regulatory gaps/issues that are currently impeding bicycle facility implementation. Alta will work with the city to identify items for specific recommendations, commensurate with available task budget. Recommendations may include specific actions, case study examples, and/or policy examples from jurisdictions that have successfully addressed identified issues. When case study examples are used, it is expected that information will be for reference only and does not include an analysis of the respective policy or program. Documentation for this task will be provided in the Task 3.3 Memorandum.

Task 3.2: Plan Review & Evaluation

Alta will lead the assessment of studies and plans including the 2016 Bike Master Plan, 2023 Vision Zero Action Plan, Safe Routes to School Initiative, Comprehensive Plan, regional safety and transportation plans, and the Complete Street Policy, along with up to three (3) additional plans to be identified by the City. This review will identify areas of potential collaboration and areas from which the 2025 Bicycle Master Plan can build from. The City will provide a list of relevant documents for review by Alta. Documentation for this task will be provided through the Task 3.3 Memorandum.

Task 3.3: Existing Conditions Evaluation & Summary Memorandum

Alta will consolidate the policy and regulatory review in Task 3.1 and the plan review and evaluation in Task 3.2 into a summary memorandum. The memorandum will document areas for potential collaboration from other plans, resurfacing/capital improvement project coordination opportunities, successful/relevant recommendations from the



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2016 Bicycle Master Plan, and implementation challenges that were barriers to implementation of the 2016 Bicycle Master Plan. Alta will revise the draft memo based on a single set of internally-consistent edits from the City.

Task 3 Deliverables:

- Draft and final memorandum that identifies opportunities for collaboration with other planning efforts, existing policies related to active transportation, CIP/pavement resurfacing program priorities, and potential policy gaps that could be considered for plan recommendations.

TASK 4: Bicycle Demand & Analytics

Task 4.1: Review and Compile Available Data Sources

Existing Data Analysis: The Alta Team will make use of the geodatabase already created in preparation for El Paso's Vision Zero Plan (which covered 2017-2021). Our first task will be to develop a Data Collection, Availability, and Usage Memorandum that will specify necessary datasets for project tasks, their pre-existing availability, a strategy to develop non-existent or incomplete datasets, and their proposed application to the project. Preliminarily, the data we hope to collect and/or update includes:

- Existing and planned bicycle and trail facilities
- Existing and planned roadway network features, such as traffic volumes, number of lanes, speed limit, prevailing speeds, traffic control devices, functional classification and context classification
- Land use information, including key destinations like parks, schools, and major retail centers (this will help identify bicycling demand potential)
- Considerations to roadway users that are more likely to be killed or seriously injured during a crash
- Population information, including population and job density
- Transit routes, stops, schedules and boardings/alightings by stop (if available)
- Crash data from TxDOT CRIS
- Planned roadway improvements and planned major developments
- Parking demand / utilization information

Compile Updated Database: Once the City has agreed on the data needed and collection approach, the Alta Team will proceed with compilation of the databased. Our approach assumes the following:

- Traffic Speed & Volume Data: we will utilize Replica and Wejo data utilizing the SMATS service, as we did for the Vision Zero Plan, to obtain operating speed and volume data for roadways in El Paso. We intend to utilize the data already collected (and paid for) under the Vision Zero Plan. Once these datasets have been compiled, we will work with the City to identify where on the existing and proposed bikeway network there are gaps in the volumes data or where speed or volume is on the cusp of facility type selection and needs to be field verified.
- Bike O-D data, as made available through Replica and Strava data for El Paso.
- Traffic System and Land Use Information: we will update the existing geodatabase of number of lanes, speed limit, prevailing speeds, traffic control devices, functional classification and context classification. We will



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also update the existing geodatabase of land use types, as well as locations of parks and schools, based on updated GIS information from the City.

- Population and Socioeconomic Data: We will assemble the most current data available from US Census and internal equity tools.
- Transit Information: We will contact Sun Metro to obtain the latest GTFS database of transit stops and routes, and to the extent possible also obtain boarding / alighting / ridership information for each.
- Crash data: We will supplement the existing Crash Database with data from 2022-2024 and filter it in the same manner as done for the Vision Zero project.
- Planned roadway improvements and planned major developments: We will work with the City to identify any significant planned roadway or bikeway improvement projects, and planned developments, that might impact prioritization of Bike Plan implementation.
- Parking demand / utilization information: Fehr & Peers will rely on City-provided information, qualitative or quantitative, to gain an understanding of likely locations of high parking occupancy that may be in conflict with recommended bicycle facilities. We do not intend to collect parking occupancy data, but can discuss doing so as an additional service; this data can be used to verify the feasibility of bikeways that may require the removal of parking in areas identified by the initial parking hot spot analysis.

Task 4.2: Existing Conditions (LTS) Assessment

Based on the data compiled, the Alta Team will conduct a Level of Traffic Stress (LTS) analysis for bicycling, pivoting from the methodology outlined in El Paso's original Bike Plan (2016). Prior to conducting the analysis, we will review with City Staff options for adjusting thresholds and criteria for the LTS to better reflect El Paso. The analysis will be conducted for the existing and currently planned system to identify where roadways may be uncomfortable for people bicycling. Data inputs to this analysis include existing and planned facilities, road network features such as speed (either posted or based on prevailing speed data), number of travel lanes and traffic volumes, and land use context. We will also prepare guidance/a flowchart for the inputs to the LTS analysis such that the results can be replicated by others.

Task 4.3: Bike Network Establishment & Classification

The Alta Team will develop a GIS-based methodology for analysis of the existing and proposed bicycle network using the data collected. We will clearly document the process so that the City can easily repeat it in the future. This process will be iterative requiring updates as data is refined, gaps are filled in, and network modifications are made. Steps in this process are as follows:

- Combine the existing bicycle facility network with proposed (but not built) facilities from the 2016 plan.
- Join this dataset to the other datasets described in earlier tasks.
- Using a GIS script, identify the appropriate facility type for each existing or proposed bikeway in the network, as well as elements of the roadway network that are not part of any existing / proposed bikeway network, according to TxDOT's RDM and updated AASHTO Bike Design Guide.
- It is likely that more nuanced factors will need to be considered both for facility alignment as well as type. Some roadways could be identified with multiple facility types where one would be appropriate. We will



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conduct several additional analyses to arrive at a final bicycle facility network and set of facility types. We expect to consider the following in the analysis:

- Demographics and access (households within ¼-mile of a high-comfort bikeway, differentiated by demographic data and the equity index)
- Access to transit (Sun Metro and BRIO BRT System)
- Potential bicycling demand (population and employment, off-network crash data, Strava data)
- Community sentiment (spatially specific public input)
- Feasibility (on-street parking removal, travel lane removal, transit impacts)
- Existing bicyclist/micromobility demand
- Existence on Bike/Ped High Injury Network
- Location on a planned / funded roadway project
- Right-of-way availability

Task 4.4: Project Identification

The technical analysis identified in the previous task will utilize attributes to identify bikeway facility types and roadways, and each roadway will be assigned a “score” based on the attributes considered. These scores, as well as feedback from stakeholders will be used to identify potential bicycle transportation projects for implementation throughout the City.

Potential projects could include:

- Corridor bicycle treatments: Bicycle boulevards, bike lanes (including buffered or separated), Cycle tracks, Shared use paths / trails
- Other roadway corridor treatments: Raised medians, driveway consolidation, roadway cross-section adjustment, active speed management
- Crossing improvements and protected intersections, alternative intersection designs
- Access to transit improvements
- Refinements to already planned projects (e.g., widen a bike lane and narrow a travel lane during a Resurfacing, Restoration, and Rehabilitation (RRR) process, etc.)

A map of proposed project locations will be prepared along with a high-level description of the project components. We expect that the project list will undergo review from City staff and committees, as well as the public, to develop a final project list. For the preliminary and final project list, we will provide a tabular summary of LTS, accessibility, safety benefit and other measurable criteria to be considered in the prioritization process. These calculations will help refine the list of projects and help inform the public and decision makers about the potential benefits of planned projects.

Task 4 Deliverables:

- Data Collection, Availability, and Usage Memorandum (up to two rounds of revisions)
- GIS database and webmap with all data required for analysis, joined to existing and recommended bicycle facilities
- LTS Methodology & Existing Conditions Memorandum (Draft and Final)



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- Technical Methodology Memorandum (up to two rounds of revisions) for City's use in replicating the following analyses in the future
- GIS Package of input data and final network files
- Updated recommended bikeway facility GIS shapefiles with attribute data defined by City of El Paso
- Preliminary list of Bicycle Transportation Projects, both corridor and intersection, including project extents, and a detailed description of the project, such as narrow travel lanes to provide buffered bike lanes, add bike boxes to an intersection, convert a traffic signal to a roundabout at a specific intersection, and evaluate potential to install counter measures to improve bicycle transportation travel. We assume approximately twenty projects will be considered.
- Final list of Bicycle Transportation Projects
- Assessment of project benefits (change in LTS, change in accessibility, and assessment of safety benefit)

TASK 5: Recommendation Development

Task 5.1: Funding Strategies

A critical outcome of the project will be identifying funding sources for facility implementation. Alta will assess potential funding sources including local, regional, state, and Federal funding that support active transportation implementation (i.e., Transportation Alternatives Program, CMAQ, etc). For each potential funding source, Alta will document eligible projects, potential funding amounts, grant selection criteria, and typical NOFO dates. This information will be used to help the team identify and prioritize projects that have the potential to be competitive for available grant funding. Outcomes will be documented in a Funding Strategies Memorandum.

Task 5.2: Program & Policy Recommendations

The Alta team will develop a detailed list of both policy and programmatic recommendations for review by the City and key stakeholders. Recommendations will include programmatic guidance, such as strategies that will facilitate, promote, and enhance cycling as a transportation option and policy recommendations, including changes and updates to identified regulatory barriers, updates to design guidelines and standards, and prioritization policy (i.e., areas for implementation focus). The findings from this effort will guide topics and questions for Task 5.3 interviews and strategy development. The deliverable for Task 5.2 will be a recommendation matrix that includes, at minimum, the recommendation, responsible party, timeline, and coordination with other adopted plans and policies.

Task 5.3: Implementation Strategy

In addition to program and policy recommendations, Alta will assess opportunities to implement bicycle facilities through existing city programs. This will involve an assessment of maintenance and capital project approaches to determine how active transportation projects can be implemented through these methods and also be integrated into identifying and prioritizing projects for resurfacing. This task will involve up to three (3) interviews with city departments and program managers, including M&O. Based on challenges and opportunities identified through interviews, Alta will provide recommendations on how to integrate active transportation implementation into these processes. An Implementation Strategy Memo will be drafted to highlight findings and identify potential strategies. This memo will be reviewed by relevant departments with feedback provided in order to include areas of consensus into the master plan document and its recommendations section.



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Task 5.4: Design Guidance & Best Practices

Alta will identify the “tools” for bicycle implementation including proposed facility types and facility selection criteria. Alta will update the existing design guidance to reflect current needs and changes in best practices since the last plan, including references to NACTO and AASHTO updates. Design guidance updates may also consider micromobility and bicycle parking best practices. The design guidance is envisioned to supplement the existing design standards and be a reference to other national resources and best practices, not an extensive self-contained design guidance document.

Task 5 Deliverables:

- Draft and Final Funding Strategies Memorandum
- Draft and Final Program & Policy Recommendations Matrix
- Up to three (3) interviews with City Staff and departments to better understand current processes for delivery of bicycle facilities through capital and maintenance projects
- Draft and Final Implementation Strategy Memo providing recommendations on how to leverage existing processes and programs for bicycle facility implementation
- Draft and Final Design Guidance reference section



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TASK 6: Bicycle Master Plan Report & Adoption

Task 6.1: Draft Bicycle Master Plan Document

Alta will develop a concise, highly visual, and public-facing document that will include the following items, at a minimum:

- Project Overview & Bicycle Trends
- Existing Conditions & Implementation Progress
- Analysis Findings (LTS, Demand, Opportunity Areas)
- Program & Policy Recommendations, including specific actions and case studies
- Updated Bicycle Facilities Map
- Prioritization of Facilities and Recommendations
- Implementation Strategies (Funding & Delivery)
- Design Guidance Reference
- Engagement Summary

Technical support information will be included in appendices. A proposed document outline will be shared with the City for review and approval. The completed draft document will undergo one first round of review by city staff prior to sharing with the Steering Committee. Alta will receive one set of consolidated comments from the Steering Committee and will meet with the City to discuss any changes to the document before beginning the public review period.

Task 6.2: Final Bicycle Master Plan Document

After the public review period, Alta will meet with City staff to discuss any potential final changes to the document before City Council review. It is anticipated that any document changes will be minor and do not include document reorganization or significant changes to draft content. After City Council review, Alta will make one set of consolidated revisions to the document to address City Council review feedback.

Task 6.3: Adoption Support

Alta will support city staff with the adoption process by providing PowerPoint materials that summarize the project, process, and key recommendations. It is anticipated that City Staff will lead the adoption process with support from the Alta team virtually. Depending on available expense budget at the conclusion of the project, Alta may support with In-Person attendance at the adoption meeting.

Task 6 Deliverables:

- Document outline for city staff review and approval
- Draft document for city review and one set of consolidated edits
- Draft document for Steering Committee review and one set of consolidated edits
- Final Plan based on any final revisions from the public review period
- One round of consolidated edits to the Final Plan from City Council
- Adoption Support, including the preparation of a project summary PowerPoint

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

Project Budget

El Paso, TX Bike Plan Update
Project Type

Phase	Alta Planning + Design, Inc.				Fehr & Peers				Conсор				Total Task Hours	Total Task Fee
	Alta's Hours	Alta Expenses	Alta's Sub Total		Hours	Sub Expenses	Alta's Sub Total		Hours	Sub Expenses	Conсор Sub Total			
1 Project Management	270	5500	\$54,621		74	790	\$16,590		0	0	\$0		344	\$71,211
1.01 Project Management & Administration	64	0	\$13,020		20	176	\$3,696		0	0	\$0		84	\$16,716.00
1.02 Kickoff Meeting & Project Team Meetings	88	0	\$16,631		32	358	\$7,518		0	0	\$0		120	\$24,148.60
1.03 Leadership Updates	26	0	\$4,490		0	0	\$0		0	0	\$0		26	\$4,490.00
1.04 Mobility Committee Meetings	92	5500	\$20,480		22	256	\$5,376		0	0	\$0		114	\$25,856.00
2.00 Outreach & Stakeholder Coordination	327	0	\$53,270		0	0	\$0		550	1952	\$74,986		877	\$128,256
2.01 Logo & Branding	48	0	\$7,480		0	0	\$0		0	0	\$0		48	\$7,480.00
2.02 Virtual Engagement	83	0	\$12,820		0	0	\$0		0	0	\$0		83	\$12,820.00
2.03 Engagement Planning & Reporting	8	0	\$1,400		0	0	\$0		58	0	\$8,872		66	\$10,271.50
2.04 Develop & Deploy Printed/Online Survey	7	0	\$1,145		0	0	\$0		20	0	\$2,506		27	\$3,651.00
2.05 In-Person Events	68	0	\$12,750		0	0	\$0		406	1952	\$54,763		474	\$67,513.00
2.06 Marketing Support	9	0	\$1,725		0	0	\$0		66	0	\$8,845		75	\$10,570.00
2.07 Renderings & Visualizations	104	0	\$15,950		0	0	\$0		0	0	\$0		104	\$15,950.00
3.00 Policy & Plan Review	162	0	\$24,318		0	0	\$0		0	0	\$0		162	\$24,318
3.01 Policy & Regulatory Review	54	0	\$8,178		0	0	\$0		0	0	\$0		54	\$8,177.50
3.02 Plan Review & Evaluation	50	0	\$7,470		0	0	\$0		0	0	\$0		50	\$7,470.00
3.03 Plan & Policy Summary Memorandum	58	0	\$8,670		0	0	\$0		0	0	\$0		58	\$8,670.00
4.00 Bicycle Demand & Analytics	51	0	\$9,695		435	3965	\$83,245		0	0	\$0		486	\$92,940
4.01 Review & Compile Available Data Sources	10	0	\$1,910		100	932	\$19,572		0	0	\$0		110	\$21,482.00
4.02 Existing Conditions Assessment (LTS)	12	0	\$2,170		58	552	\$11,582		0	0	\$0		70	\$13,752.00
4.03 Bike Network Establishment & Classification	17	0	\$3,195		201	1754	\$36,834		0	0	\$0		218	\$40,029.00
4.04 Project Identification	12	0	\$2,420		76	727	\$15,257		0	0	\$0		88	\$17,677.00
5.00 Recommendation Development	235	0	\$36,545		0	0	\$0		0	0	\$0		235	\$36,545
5.01 Funding Strategy	31	0	\$4,765		0	0	\$0		0	0	\$0		31	\$4,765.00
5.02 Policy & Program Recommendations	58	0	\$8,950		0	0	\$0		0	0	\$0		58	\$8,950.00
5.03 Implementation Strategy	61	0	\$9,155		0	0	\$0		0	0	\$0		61	\$9,155.00
5.04 Design Guidance & Best Practices	85	0	\$13,675		0	0	\$0		0	0	\$0		85	\$13,675.00
6.00 Bicycle Master Plan Report & Adoption	290	0	\$46,729		0	0	\$0		0	0	\$0		290	\$46,731
6.01 Draft Bicycle Master Plan Document	182	0	\$28,593		0	0	\$0		0	0	\$0		182	\$28,592.80
6.02 Final Bicycle Master Plan Document	82	0	\$13,512		0	0	\$0		0	0	\$0		82	\$13,511.54
6.03 Adoption Support	26	0	\$4,625		0	0	\$0		0	0	\$0		26	\$4,626.70
Staff Hours	1334				509				550				2393	
Labor Total		\$5,500	\$225,177			\$4,755	\$99,835			\$1,952	\$74,986			\$399,999.64
Project Total			\$225,177				\$99,835				\$74,986			\$400,000

Project Budget

EI Paso, TX Bike Plan Update

Project Type

Lump Sum

Phase	Alta Planning + Design, Inc.													Fehr & Peers										Conson					Total Task Hours	Total Task Fee				
	Principal	Principal	Planning Associate I	Planner II	Engineering Designer I	Senior Graphic Designer	Senior Planning Associate	Civic Analytics Leader	Associate II - TOD Planning	Creative Production Manager	Project Accountant	Alta's Hours	Alta Expenses	PIC	Technical Expert	GIS Expert	Lead Analyst	Support I	Support II	Data Support	Project Coordinator	Hours	Sub Expenses	Alta's Sub Total	SP Public Involvement Manager	Public Involvement Coordinator	SP Graphic Designer	Project Support			Hours	Sub Expenses	Conson Sub Total	
	John(David) Foster	Brandon Gonzalez	Sybil Keppen	Bryan Layba	Rebecca Litkeud	Nora Hastings	Derek Abe	David Wasserman	Amy Johnson	Caitlin Doreen	Ashley Turner			Peterman	Alexander	Ressigh	Bills	Provan	Daria	Spans	Nelson				Name	Name	Name	Name						
1 Project Management	12	74	88	104	6	0	0	0	0	0	16	270	6500	\$64,621	16	10	0	32	0	0	0	16	74	790	\$16,990	0	0	0	0	0	0	\$0	344	\$71,211
1.01 Project Management & Administration	8	20	24	0	0	0	0	0	0	0	12	64	0	\$13,020	4	0	0	0	0	0	0	16	20	176	\$3,696	0	0	0	0	0	0	\$0	84	\$16,716.00
1.02 Kickoff Meeting & Project Team Meetings	2	28	24	28	2	0	0	0	0	0	4	88	0	\$16,631	8	4	0	20	0	0	0	32	358	\$7,518	0	0	0	0	0	0	\$0	120	\$24,148.00	
1.03 Leadership Updates	6	2	16	0	0	0	0	0	0	0	0	26	0	\$4,490	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	26	\$4,490.00	
1.04 Mobility Committee Meetings	0	20	8	60	4	0	0	0	0	0	0	92	9500	\$20,480	4	6	0	12	0	0	0	0	22	256	\$5,376	0	0	0	0	0	0	\$0	114	\$25,856.00
2.00 Outreach & Stakeholder Coordination	1	45	10	62	12	183	0	0	0	14	0	327	0	\$93,270	0	0	0	0	0	0	0	0	0	0	0	133	162	64	191	650	1952	\$74,986	877	\$128,266
2.01 Logo & Branding	0	2	2	2	0	40	0	0	0	2	0	48	0	\$7,480	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	48	\$7,480.00
2.02 Virtual Engagement	0	4	2	14	0	55	0	0	0	8	0	83	0	\$12,820	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	83	\$12,820.00
2.03 Engagement Planning & Reporting	0	2	2	4	0	0	0	0	0	0	0	8	0	\$1,400	0	0	0	0	0	0	0	0	0	0	0	25	26	4	3	58	0	\$8,872	66	\$10,271.50
2.04 Develop & Deploy Printed/Online Survey	0	1	2	4	0	0	0	0	0	0	0	7	0	\$1,145	0	0	0	0	0	0	0	0	0	0	0	4	12	0	4	20	0	\$2,906	27	\$3,651.00
2.05 In-Person Events	0	30	0	30	0	8	0	0	0	0	0	68	0	\$12,750	0	0	0	0	0	0	0	0	0	0	0	88	104	40	174	400	1952	\$54,763	474	\$67,513.00
2.06 Marketing Support	0	4	1	4	0	0	0	0	0	0	0	9	0	\$1,725	0	0	0	0	0	0	0	0	0	0	0	16	20	20	10	66	0	\$8,845	75	\$10,570.00
2.07 Renderings & Visualizations	1	2	2	4	12	80	0	0	0	4	0	104	0	\$15,950	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	104	\$15,950.00
3.00 Policy & Plan Review	6	12	10	110	24	0	0	0	0	0	0	162	0	\$24,318	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	162	\$24,318
3.01 Policy & Regulatory Review	2	4	2	30	16	0	0	0	0	0	0	54	0	\$8,178	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	54	\$8,177.50
3.02 Plan Review & Evaluation	2	4	4	40	0	0	0	0	0	0	0	50	0	\$7,470	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	50	\$7,470.00
3.03 Plan & Policy Summary Memorandum	2	4	4	40	8	0	0	0	0	0	0	58	0	\$8,670	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	58	\$8,670.00
4.00 Bicycle Demand & Analytics	1	12	8	22	0	0	0	8	0	0	0	61	0	\$9,695	11	32	24	288	8	48	24	0	435	3965	\$83,245	0	0	0	0	0	0	\$0	486	\$92,940
4.01 Review & Compile Available Data Sources	0	2	2	4	0	0	0	2	0	0	0	10	0	\$1,910	4	8	8	64	0	8	8	0	100	932	\$19,572	0	0	0	0	0	0	\$0	110	\$21,482.00
4.02 Existing Conditions Assessment (LTI)	0	2	2	6	0	0	0	0	0	0	0	12	0	\$2,170	2	6	2	48	0	0	0	58	552	\$11,582	0	0	0	0	0	0	\$0	70	\$13,752.00	
4.03 Bike Network Establishment & Classification	1	4	2	8	0	0	0	2	0	0	0	17	0	\$3,195	3	10	8	116	8	40	16	0	201	1754	\$36,834	0	0	0	0	0	0	\$0	218	\$40,029.00
4.04 Project Identification	0	4	2	4	0	0	0	2	0	0	0	12	0	\$2,420	2	8	6	60	0	0	0	0	76	727	\$15,257	0	0	0	0	0	0	\$0	88	\$17,677.00
5.00 Recommendation Development	5	16	22	112	48	24	4	0	4	0	0	235	0	\$36,545	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	235	\$36,545
5.01 Funding Strategy	1	4	2	24	0	0	0	0	0	0	0	31	0	\$4,765	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	31	\$4,765.00
5.02 Policy & Program Recommendations	2	4	8	40	0	0	0	0	4	0	0	58	0	\$8,950	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	58	\$8,950.00
5.03 Implementation Strategy	1	4	8	40	8	0	0	0	0	0	0	61	0	\$9,155	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	61	\$9,155.00
5.04 Design Guidance & Best Practices	1	4	4	8	40	24	4	0	0	0	0	85	0	\$13,675	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	85	\$13,675.00
6.00 Bicycle Master Plan Report & Adoption	4	36	22	156	14	52	0	0	0	6	0	290	0	\$46,729	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	290	\$46,731
6.01 Draft Bicycle Master Plan Document	2	18	8	100	10	40	0	0	0	4	0	152	0	\$25,593	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	152	\$25,592.00
6.02 Final Bicycle Master Plan Document	2	10	12	40	4	12	0	0	0	2	0	82	0	\$13,512	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	82	\$13,511.54
6.03 Adoption Support	0	8	2	16	0	0	0	0	0	0	0	26	0	\$4,625	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	26	\$4,626.70
Staff Hours	29	195	130	566	104	259	4	8	4	20	16	1334			27	42	24	320	8	48	24	16	609		133	162	64	191	650			2393		
Labor Total	\$7,321	\$50,031	\$24,217	\$74,220	\$15,641	\$39,084	\$1,020	\$2,040	\$740	\$3,431	\$1,934		\$5,500	\$226,177	\$6,640	\$12,600	\$5,160	\$54,400	\$1,600	\$6,720	\$3,720	\$2,340		\$4,765	\$99,835	\$29,260	\$16,200	\$7,232	\$20,342		\$1,952	\$74,986	\$399,999.64	
Project Total	\$7,321	\$50,031	\$24,217	\$74,220	\$15,641	\$39,084	\$1,020	\$2,040	\$740	\$3,431	\$1,934		\$226,177		\$6,640	\$12,600	\$5,160	\$54,400	\$1,600	\$6,720	\$3,720	\$2,340		\$99,835		\$29,260	\$16,200	\$7,232	\$20,342		\$74,986		\$400,000	

Alta Planning + Design, Inc.



Bill Rates - 2025

Labor Category	RATE	Typical Classifications Included in Rate
Labor Category 1	\$390.00	Executive Principal
Labor Category 2	\$360.00	Executive Principal
Labor Category 3	\$330.00	Principal, Executive Principal
Labor Category 4	\$315.00	Principal, Executive Principal
Labor Category 5	\$295.00	Sr. Associate, Principal, Executive Principal
Labor Category 6	\$275.00	Sr. Associate, Principal
Labor Category 7	\$255.00	Leader, Sr. Associate, Principal
Labor Category 8	\$235.00	Associate II, Sr. Associate, Director, Principal
Labor Category 9	\$220.00	Associate I, Associate II, Sr. Associate
Labor Category 10	\$200.00	Level III, Associate I, Associate II, Sr. Associate
Labor Category 11	\$185.00	Level III, Associate I, Associate II
Labor Category 12	\$170.00	Level III, Associate I, Associate II
Labor Category 13	\$150.00	Level II, Level III, Associate I
Labor Category 14	\$140.00	Level I, Level II, Level III
Labor Category 15	\$130.00	Level I, Level II, Level III
Labor Category 16	\$120.00	Level I, Level II
Labor Category 17	\$110.00	Administration/Specialist
Labor Category 18	\$100.00	Intern/Specialist

Rates are presented in US Dollars (US\$).

Subconsultants and reimbursable expenses will be charged at cost + 5% markup.

Mileage will be charged at the provisional standard rate.

In-house reproductions will be charged as follows:

Color copies \$0.65/ page

Black and white copies \$0.20/page

24" x 36" large format plot \$17.50/sheet

36" x 48" large format plot \$32.50/sheet

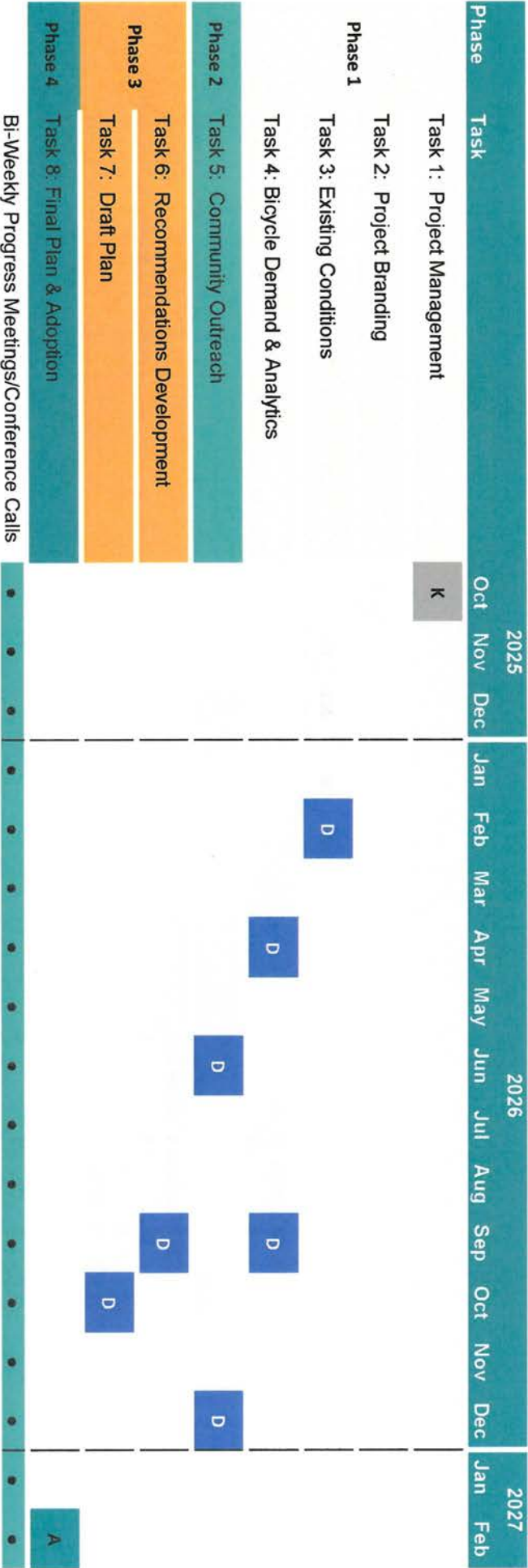
City of El Paso
Bike Plan Community Engagement
May 1 through December 31, 2025

Senior Public							LABOR
	Senior Public Involvement Manager		Public Involvement Coordinator	Senior Graphic Designer	Project Support	TOTAL	
	\$ 220.00	\$	100.00	\$ 113.00	Various	Hours	
TASK 1	Engagement Planning & Reporting						
	Task 1.1					28	
	Develop Community Engagement Plan	10	18	0	0		
	Task 1.2	15	8	4	3	30	
Task 1 Labor Subtotal							
	\$5,500	25	26	4	3		
			\$2,600	\$452	\$320		
TASK 2	Develop and deploy two bilingual surveys	4	12	0	4	20	
Task 2 Labor Subtotal							
	\$680	4	12	0	4		
			\$1,200	\$0	\$428		
TASK 3	In-Person Events						
Task 3.1	Develop Bilingual Materials for In-Person Events	4	4	40	6	54	
Task 3.2	Kick-Off Event (Up to 1)	10	10	0	20	40	
Task 3.3	Pop-Up Events (Up to 6)	64	80	0	128	272	
Task 3.4	Wrap-Up Event (Up to 1)	10	10	0	20	40	
Task 3 Labor Subtotal							
	\$119,360	88	104	40	174		
			\$10,400	\$4,520	\$18,531		
						\$52,811	
TASK 4	Marketing Support						
Task 4.1	Traditional (Social, newsletter/website content, media relations)	8	10	10	0	28	
Task 4.2	Guerrilla (Posters, stencils)	8	10	10	10	38	
Task 4 Labor Subtotal							
	\$3,520	16	20	20	10		
			\$2,000	\$2,260	\$1,085		
LABOR TOTAL						\$8,845	
						\$ 73,033.56	
GRAND TOTAL (Labor + ODES)						\$ 1,982.00	
						\$ 74,985.56	

	PIC	Technical Expert	GIS Expert	Lead Analyst	Support	Support	Data Support	Project Coordinator	Labor	ODC	Total	
F&P Proposal El Paso Bike Plan Update	Peterman	Alexander	Reseigh	Blis	Provan	Dara	Spana	Nielson				
Project Management	320		300	215	170	200	140	155	140			
Progress Reports & Invoices	4								16	\$ -	\$ -	-
Bi-weekly Meetings (20)	8		4						\$ 7,160.00	\$ 358.00	\$ 7,518.00	17%
Steering Committee Meetings (5)	4		6						\$ 5,120.00	\$ 256.00	\$ 5,376.00	
Review and Compile Data Sources									\$ -	\$ -	\$ -	
Compile Updated Database	2		8	8	48		8	8	\$ 15,280.00	\$ 764.00	\$ 16,044.00	20%
Memorandum	2				16				\$ 3,360.00	\$ 168.00	\$ 3,528.00	
Existing Conditions (LTS Assessment)									\$ -	\$ -	\$ -	
Map	1		4	2	40				\$ 8,750.00	\$ 437.50	\$ 9,187.50	12%
Memorandum	1		2		8				\$ 2,280.00	\$ 114.00	\$ 2,394.00	
Network Establishment & Classification									\$ -	\$ -	\$ -	
GIS Work	2		8	8	100	8	40	16	\$ 31,440.00	\$ 1,572.00	\$ 33,012.00	37%
Memorandum	1		2		16				\$ 3,640.00	\$ 182.00	\$ 3,822.00	
Project Identification									\$ -	\$ -	\$ -	
Preliminary and Final Map	1		4	4	40				\$ 9,180.00	\$ 459.00	\$ 9,639.00	15%
Assessment of Benefits	1		4	2	20				\$ 5,350.00	\$ 267.50	\$ 5,617.50	
	27		42	24	320	8	48	24	16			\$ 99,834.00

Project Schedule*

El Paso Bike Plan Update



*Schedule is an proposal work plan estimate and may be refined by Consultant prior to kick-off and throughout project with approval by Client

Legend

K

Kickoff Meeting

A

Adoption & Final Plan

●

Task Progress

●

Monthly Meetings/Calls

D

Deliverable

ATTACHMENT "C"
INTENTIONALLY DELETED

ATTACHMENT "D"

PAYMENT SCHEDULE

For the project known as "**2025-0163 Bike Plan Update**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$400,000.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

The Consultant will be paid in accordance with Paragraph 3.3 of the Agreement for Professional Services.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

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.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

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

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. 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. The 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 the Owner's fiscal year.

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 Owner. A log is

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.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

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).

DELIVERABLE SCHEDULE

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

ATTACHMENT "E"
INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/21/2024

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 Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@wtwco.com ADDRESS:	
INSURED Alta Planning + Design, Inc. 101 SW Main St., Ste 2000 Portland, OR 97204		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
		INSURER B: Liberty Insurance Corporation	42404
		INSURER C: American Guarantee and Liability Insurance	26247
		INSURER D: Allied World Surplus Lines Insurance Compa	24319
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W36815763

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	TB2-641-446161-053	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	MED EXP (Any one person) \$ 25,000					
	PERSONAL & ADV INJURY \$ 2,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	AS7-641-446161-043	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$		AUC 8344746-00	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000
	CLAIMS-MADE					AGGREGATE \$ 10,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	WC7-641-446161-063	12/31/2023	12/31/2024	☒ 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					
D	Professional Liab incl Pollution	Y	0313-8987	07/01/2023	12/31/2024	Each Claim Limit \$5,000,000
	Policy Aggregate \$5,000,000					

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

Re: ON25.001 - Minneapolis, MN Multi-Modal Planning

Coverage for Contractual Liability is provided under General Liability policy.

Minneapolis Park & Recreation Board is included as an Additional Insured as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

Minneapolis Park & Recreation Board 2117 West River Road Minneapolis, MN 55411	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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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED Alta Planning + Design, Inc. 101 SW Main St., Ste 2000 Portland, OR 97204	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Blanket Additional Insured is included in the Professional Liability Policy under the Pollution provision only as required by written contract.