

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

AGENDA DATE: November 8, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Yvette Hernandez, P.E. City Engineer, (915) 212-1860

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: No. 3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Improve the visual image of the community (gateways, corridors, intersections, and parklands.

SUBJECT:

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Stantec Consulting Services Inc. for a project known as Deck Plaza Feasibility Study Urban Planning and Engineering Services for an amount not to exceed \$1,321,785.00 and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,421,785 and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

The City of El Paso (City) received a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant award from the U.S. Department of Transportation (DOT) to fund a planning study related to a proposed Deck Plaza spanning I-10 in the downtown corridor. The planning area for Deck Plaza project falls within the limits of the Texas Department of Transportation's (TxDOT) "Relmagine I-10" project which proposes a complete renovation of I-10. The purpose of the Deck Plaza planning study is to determine the feasibility of designing, constructing, and financing a deck structure and related amenities that would span I-10, from Santa Fe to Campbell. The study further requires the identification of programmatic elements to support financing, operations, and maintenance of the structure and related amenities.

SELECTION SUMMARY: Consultant selection was performed in accordance with Texas Code Title 10 Subtitle F Chapter 2254 Subchapter A and the Capital Improvement Department Architectural and Engineering Professional Services Selection Procedure.

CONTRACT VARIANCE: N/A

PROTEST N/A

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: US DOT RAISE Grant \$900,000.00
Paso Del Norte Community Foundation \$440,000

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, P.E. City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and STANTEC CONSULTING SERVICES, INC. , a New York corporation registered with the Secretary of State to transact business in Texas, for a project known as “**DECK PLAZA FEASIBILITY STUDY URBAN PLANNING AND ENGINEERING SERVICES** ” for an amount not to exceed **\$1,321,785.00**; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,421,785; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ DAY OF _____ 2022.


CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

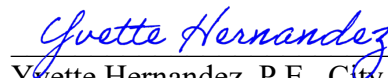
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



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

CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0740R Deck Plaza Feasibility Study ~ Urban Planning and Engineering Services		
	Alvidrez Architecture Inc.	InSITU Architecture	Stantec
Rater 1	80	76	82
Rater 2	46	66	59
Rater 3	69	75	78
Rater 4	59	68	76
Total Raters Score	254	285	295
References	3	9	8
OVERALL SCORE	257	294	303

#1	Stantec	303
#2	InSITU	294
#3	Alvidrez	257

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 20__ by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Stantec Consulting Services Inc., a New York Corporation registered with the Secretary of State 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 “Deck Plaza Feasibility Study Urban Planning And Engineering Services”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment 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 **\$1,321,785.00** 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 as also enumerated within **Attachment "C"** 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 Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is \$1,421,785.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions 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.

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 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, **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, as further described in Attachment "F".

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

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

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

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

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "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

With a Copy to: The City of El Paso
 Attn: City Engineer
 P. O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: STANTEC CONSULTING SERVICES, INC.
 Attn: Peer F. Chacko AICP
 Principal-in-Charge, planning & Urban Design Leader
 6080 Tennyson Parkway, Ste. 200
 Plano, TX 75024

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.

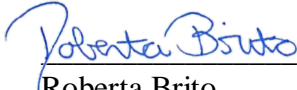
7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

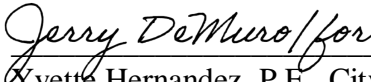
Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



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 _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

CONSULTANT:

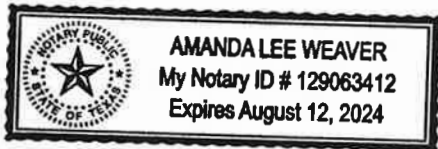
By: P. Chacko Digitally signed by Peer Chacko
Date: 2022.11.16 09:15:31 -06'00'

Name: Peer Chacko
Title: Principal-in-Charge

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF Collin §

This instrument was acknowledged before me on this 17 day of November, 2022, by Peer Chacko Principal-in-Charge, on behalf of Consultant.



Amanda Lee Weaver
Notary Public, State of Texas

My commission expires:

August 12, 2024

**ATTACHMENT “A”
SCOPE OF SERVICES**

El Paso I-10 Deck Plaza Feasibility Study Scope of Work

ONGOING PROJECT OVERSIGHT AND MANAGEMENT

- **Task 000 – Project management:** Stantec will provide continual project oversight and management from start to finish, spanning two project phases to ensure collaboration and seamless coordination among all contributors to the work, communication and status reporting with the client, and coordination with external agencies including TxDOT (Texas Department of Transportation). This task will include the following sub-tasks:
 - Project management setup including file-sharing, billing, and communication protocols.
 - Develop and maintain a detailed project schedule
 - Ongoing invoicing and project progress reporting
 - Ongoing project coordination and communication
 - Client coordination and project status meetings
 - Consultant team coordination meetings
 - Critical milestone review meetings
 - Coordination with TxDOT El Paso District and other external agencies
 - Ongoing QA/QC following Stantec’s four-step process including quality control, interdisciplinary coordination reviews, constructability reviews, and quality assurance.

Task 000 Deliverables:

- *Biweekly client meetings with agenda and minutes*
- *Biweekly consultant team meetings*
- *Monthly TxDOT & other critical agency coordination meetings*
- *Monthly invoices and project progress reports*

PHASE 1: FULL DECK PLAZA CONCEPTUAL DESIGN & FEASIBILITY EVALUATION

Phase 1 will focus on establishing a contextual framework, defining conceptual design and programming considerations for a Full Deck Plaza (Prospect to Campbell) to address community needs, and high-level/feasibility evaluation of Full Deck Plaza concepts in terms of order-of-magnitude cost and revenue generating capability as well as other community benefits. Phase 1 will culminate in definition of a potentially feasible Deck Plaza design concept and programming strategy to be carried forward for schematic design and more detailed economic feasibility and environmental documentation and review in Phase 2. During Phase 1, alternative conceptual Deck Plaza designs and programs will be explored only to the extent necessary to enable comparative review and to inform definition of a potentially viable Deck Plaza concept. Existing data will be relied upon from TxDOT, the El Paso Downtown Uptown Plan and other relevant sources to the maximum extent possible. The City of El Paso will lead community engagement for this process and the consultant team will provide support.

- **Task 100 – Community Engagement:** Community engagement efforts will focus on keeping the community informed about exploration of Deck Plaza concepts in the context of the ongoing Reimagine I-10 project led by TxDOT (Texas Department of Transportation), and on identifying community needs and aspirations that can be advanced through development of a Full Deck Plaza. Community engagement will be handled primarily by the City. The consultant team will prepare and

El Paso I-10 Deck Plaza Feasibility Study

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deliver presentations at stakeholder committee meetings (Deck Plaza Foundation) and technical committee meetings (City and other agency staff), develop agendas and meeting notes, and make revisions based on input received. The consultant team will also prepare presentation materials and communication copy for one public meeting to be hosted by the City of El Paso and will attend the meeting to help present and respond to questions. This task will include the following sub-tasks:

- Stakeholder and Technical Committee meetings (3 joint or concurrent meetings)
- Public meeting: One public meeting will be held in an appropriate format during Task 400 – Full Deck Plaza Design Concepts and Development Scenarios Evaluation

Task 100 Deliverables:

- *Stakeholder and Technical Committee presentations, agendas, and meeting notes*
- *Public meeting presentation and materials*

- **Task 200 – Market & Soft Site Development Study [HR&A]:** In the early stages of the project HR&A will conduct a market study of the Downtown El Paso real estate market utilizing to the extent possible prior market analyses done in the context of the Downtown-Uptown Plan. We will review development across office, multifamily residential, hotel, and retail product types with the purpose of evaluating trends in absorption, price point, and future demand. We will also perform a demographic analysis of the Downtown residential and worker markets to evaluate demand trends. We will conduct targeted conversations with real estate developers, brokers, and other market experts. HR&A will also categorize underutilized sites in proximity to the proposed deck alternatives (likely ¼ mile from the boundaries) and create a methodology for assessing the development potential with and without the existence of a Full Deck Plaza (Build and No-Build Scenarios). Collectively this analysis will provide takeaways regarding potentially supportable land uses and programming in the immediate vicinity of the future deck park along with key inputs into the concurrent study of economic impact. We will leverage sources including CoStar, ESRI Business Analyst, Social Explorer, and local real estate assessment data to complete this study. The purpose of these analyses will be to provide market-based parameters for two key factors in evaluating Full Deck Plaza feasibility.
 - Development potential within the boundaries of a highway over-build
 - Development potential within a larger area with the potential to be impacted by the deck investment

Task 200 Deliverable:

- *Market & Soft Site Development Study Report*

- **Task 300 – Deck Plaza Contextual Framework:** This task provides the basis for definition of Full Deck Plaza concepts within the context of the surrounding Downtown-Uptown area and TxDOT's preferred alternative for Reimagine I-10. Grounded in the community's vision and goals derived from the City of El Paso's Downtown-Uptown Plan (DTUP), and informed by input and feedback from the stakeholder and technical committees, the framework will define the parameters that will

El Paso I-10 Deck Plaza Feasibility Study

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guide the development and evaluation of design concepts and scenarios to support a potential Full Deck Plaza in Task 400. This task will include the following sub-tasks:

- DTUP integration: Summary of relevant analyses, stakeholder input, community sentiment, planning concepts, and recommended strategies based on review of the Downtown-Uptown Plan, including:
 - Land use and urban design patterns
 - Public realm network
 - Neighborhood character
 - Community resources
 - Demographic profiles
 - Mobility networks and opportunities
 - Development priorities and opportunities
 - Regulatory recommendations
- Site conditions analysis: High-level assessment of site and immediate surroundings and identification of opportunities and constraints likely to impact definition of a Full Deck Plaza concept in the context of TxDOT's preferred alignment for the Reimagine I-10 project. This will be a planning and urban design-level analysis that will rely upon fieldwork and existing site data provided by TxDOT and the City of El Paso. It will also involve high-level engineering consultation (including Civil, Structural, Lighting and Geotechnical engineering disciplines) limited to identifying key technical factors that may impact definition of a Full Deck Plaza concept. This sub-task will also include an assessment of opportunities and constraints that would impact the feasibility of extending a Full Deck Plaza west of Santa Fe Street to Prospect Street.
- Precedent benchmarks: Case study benchmarking based on review and assessment of freeway deck and central urban open space concepts at comparable scales and in comparable contexts. This assessment would also include order-of-magnitude cost comparisons.
- Project vision, goals and priorities: Statement of vision, goals and priorities for the deck's potential role in the neighborhood and the larger community based on the Downtown-Uptown plan and input from the stakeholder and technical committees.

Task 300 Deliverables:

- *Deck Plaza Contextual Framework Report: The team will compile a summary report that consolidates sub-task findings, including synthesizing insights to establish a unified conceptual foundation for definition and evaluation of a Full Deck Plaza concept and related development scenarios.*
- **Task 400 – Full Deck Plaza Design Concepts and Development Scenarios Evaluation:** This task will be done in tandem with Task 500 and will develop programming and design concepts for a full Deck Plaza, explore alternative development scenarios in the vicinity, and conduct high-level, order-of-magnitude evaluation of deck programming and design concepts and surrounding development scenarios. This task will include the following sub-tasks

El Paso I-10 Deck Plaza Feasibility Study

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- Alternative scenario development: This will include definition of up to three (3) alternative scenarios in terms of deck program and design concepts combined with compatible surrounding land use mixes and densities, accommodating a combination of civic and non-civic/revenue-generating uses. These scenarios will be developed at the level of detail necessary to enable performance of a high-level, order-of-magnitude comparative evaluation and feasibility assessment.
- Scenario evaluation and feasibility assessment: The development scenarios for the deck and surroundings will be evaluated in terms of high-level, order-of-magnitude costs and benefits geared towards identifying, if possible, a Full Deck Plaza program and design concept and an associated development scenario that has the best chance of meeting community expectations in terms of desired public benefits while achieving an acceptable level of long-term economic viability. The evaluation will address a range of perspectives and concerns which will be established and defined based on the outcomes of Task 300, potentially including the following considerations:
 - Cost and technical feasibility: This metric will involve Civil, Structural, Tunnel Systems, Lighting and Geotechnical Engineering disciplines. This task will rely on data provided by TxDOT or City of El Paso and will not involve any survey, utility or geotechnical data gathering.
 - Urban design and placemaking
 - Mobility and accessibility
 - Equity and economic development
 - Community culture and neighborhood preservation
 - And/or additional City objectives

Task 400 Deliverables:

- *Documentation of alternative full Deck Plaza program/design concepts, comparative evaluation, and preferred program/design concept selection.*
- **Task 500 – Real Estate Impact and Value Capture Study [HR&A]:** In tandem with Task 400 and in contribution to the evaluation of alternative full Deck Plaza design and programming concepts and surrounding development scenarios, HR&A will conduct a real estate and fiscal impact analysis of a Full-Length Deck Plaza with consideration of variations within this deck configuration in terms of development and programming on the deck spans and surroundings. High quality public open spaces provide a range of benefits to city residents, visitors, employers, and property owners. The assumptions for this impact analysis will be informed by benchmarking the impacts that other comparable projects (including urban deck parks and other large-scale infrastructure and park investments) have experienced. We will work with the team and the City in coordination with Task 300 to identify relevant precedents and evaluate their economic, real estate, fiscal, and community impacts where such data is available. Drawing on the concurrent market and soft site development study described in Task 200, we will evaluate and quantify the following impacts:
 - Real estate value impacts, including the potential premium on existing property in proximity to the park investment and impacts on development pace and value, along with the

El Paso I-10 Deck Plaza Feasibility Study

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potential value associated with development on the deck structure as well as the viability of using the deck for real estate development. We will apply assumptions regarding the development potential of the underutilized sites identified in Task 200 to offer aggregate (not parcel-level) estimates of the potential impact of the Deck Plaza on development and development value over time.

- Value of incremental property tax associated with the real estate impacts described above and other sources of real estate value such as value of disposition and/or development of public parcels.

Task 500 Deliverables:

- *Real Estate Impact and Value Capture Study Report*
- *Contribution to comparative evaluation of full Deck Plaza design/program concepts and surrounding development scenarios in Task 400.*

- **Task 600 – Preferred Full Deck Plaza Design Concept Recommendations/Pre-Design Report:** This task completes the Phase 1 process to provide a formal statement of a preferred deck plaza program and design concept and surrounding development scenarios for City Council consideration and would prepare the project's transition to schematic design in Phase 2. This task focuses on developing pre-schematic design documentation of the preferred deck plaza design and programming concept and will include the following sub-tasks:
 - Preferred deck design and program concept documentation: Conceptual design diagrams and descriptions of proposed use of the deck plaza and its immediate surroundings. This task is limited to compilation, integration, and summary of the results of the previous tasks in Phase 1.
 - Optional Subtask: Supportive land development policy recommendations: Broader policy strategies and regulatory recommendations to bolster the deck investment's benefits to the community and mitigate impacts and conflicts, such as addressing issues around potential housing displacement, gentrification, environmental justice, local business development, and more. Recommendations will be presented at a preliminary level of detail as prompts for further development by the City and/or other stakeholders and policymakers during and after the deck's implementation. This is proposed as an optional subtask to be provided at additional cost as shown in the summary budget.
 - Optional Sub-Task: Supportive multimodal mobility recommendations: Planning-level recommendations for multimodal mobility and accessibility in the context of TXDOT's Reimagine I-10 preferred alternative and the preferred deck alternative. This sub-task would identify potential design considerations for the preferred deck alternative and the immediate surroundings in terms of enhancing multimodal connections and access to potential deck-related amenities, opportunities for retaining, removing, or replacing existing parking, as well as recommendations for updates to existing City plans. This has been proposed as an optional sub-task to be provided at additional cost as shown in the summary budget.

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- Pre-design due diligence: This sub-task will include a more detailed landscape architecture and engineering assessment of the preferred Deck Plaza concept in the context of existing conditions and TxDOT's preferred Reimagine I-10 alternative to identify key technical design issues and considerations prior to formal selection of the preferred design concept. The assessment will include Landscape Architecture, Civil, Structural and Illumination disciplines.

Task 600 Deliverable:

- *Preferred Full Deck Plaza Concept Recommendations/Pre-Design Report.*

PHASE 2: FULL DECK PLAZA SCHEMATIC DESIGN AND ENVIRONMENTAL REVIEW/DOCUMENTATION

Phase 2 will focus on preparing 30% schematic designs for the selected Full Deck Plaza conceptual design and programming strategy that emerges from the Phase 1 evaluation process, while developing a funding and implementation strategy and conducting more detailed economic feasibility assessment. Additionally, Phase 2 will take this project through the necessary NEPA (National Environmental Policy Act) environmental documentation and review process.

- **Task 100 - Landscape Architecture Schematic Design:** Based on the Full Deck Plaza design concept selected in Phase 1, our team of Landscape Architects will develop sections, sketches, and other illustrative materials to convey the character of the final deck plaza and associated streetscape improvements for communication to a general audience as well as to inform engineering design at the schematic level. The objective is to prepare documents that recognize the importance of aesthetics and functionality, and the integration of infrastructure, design, and landscape in shaping the project. This task will include the following sub-tasks at the schematic design level:
 - Deck plaza and definition of major areas, types, and programming of open space
 - Streetscape design including prototypical street cross sections
 - Water features and shade devices
 - Hardscape and site furnishings
 - Site grading and ADA compliance
 - Planting concepts
 - Wayfinding, signage, branding and public art
 - Green infrastructure (drainage/utilities/stormwater)
 - Site and pedestrian lighting design
 - Deck evaluation/planting and load ratings
 - Visualizations to convey the character of the proposed site development to a general audience.

Task 100 Deliverable:

- *Draft 30% Schematic drawings of deck plaza and streetscapes*
- *Final 30% Schematic design of deck plaza and streetscapes*

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- **Task 200: Civil Engineering Schematic Design:** This task includes developing necessary design base files and schematic roll plot of the preferred deck plaza concept and associated improvements in coordination with the Landscape Architecture team. There would be no significant difference in the civil design procedure between the alternatives. This task will include the following sub-tasks
 - Plan and profile layout and typical sections
 - Preliminary 3-D Open Roads model of proposed civil design features
 - Verification of Right-of-Way needs.
 - Construction cost estimate
 - Construction sequencing, including plan layout, typical sections, and descriptions of work activities and traffic management in each stage.

Task 200 Deliverables:

- *Preliminary schematic design*
- *Final Schematic Design Roll Plot*
- *Construction Cost Estimates*
- *Construction sequencing Roll Plot*

- **Task 300: Structural Schematic Design:** The scope of this task would vary based on the preferred deck plaza design concept selected in Phase 1. Schematic design will include deck, beams, walls, piers and foundations.

Task 300 Deliverables:

- *Schematic design for structural elements with plan, elevation and sections as shown in rendering plans.*

- **Task 400 - Tunnel Systems:** This task includes review of schematic design and recommendations for compliance with National Fire Protection Association (NFPA) 101 Life Safety Code and NFPA 502 Standard for Road Tunnels, Bridges, and Other Limited Access Highways (2020 Edition), including ventilation, electrical, communications, drainage, emergency egress, tunnel passive fire protection, etc.
 - Optional Sub-Task – Computational Fluid Dynamics (CFD) Simulation Analysis: As per requirement of NFPA 502 it is mandatory to investigate whether tunnel ventilation system is necessary or not, if the tunnel is a specific length. Furthermore, the tunnel ventilation system is the core system for providing passenger's safety during an emergency all along the evacuation path. The evacuation path is from anywhere inside the tunnel to the point of safety, which must be defined in an early stage of the project (with consideration of the structures close to the tunnel, like buildings, highways, troughs etc.) By using modern 3-dimensional CFD analysis it is possible to consider the full geometry of the tunnel system including ramps, the slope of the tunnel and the cross-sectional profile of the tunnel. The results of CFD simulations give a deep insight into the flow and smoke behavior during an emergency and thus, are very important for safety design in an early stage of the project.

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CFD simulation analysis is not mandatory, however, we strongly recommend this analysis be performed in Phase 2. It is acceptable to do the CFD analysis at later stages of the project during detailed engineering design, however, it is generally better to do the CFD simulation at earlier stages. This also helps to define the tunnel category for the authority having jurisdiction (especially for the cantilever deck option). This subtask has been identified as optional to be provided at additional cost as shown in the summary budget. In the case that the feasibility study is done without CFD simulation, the ventilation system will be designed at the schematic level to comply with NFPA 502 based on estimates of quantity, location etc.

Task 400 Deliverables:

- *Internal comments to schematic design team regarding layouts, models, and code compliance*
- *Documentation relating to Fire and Life Safety (FLS) components for Schematic Design Draft Report, Schematic Design Final Report*

- **Task 500 - Illumination:** Develop illumination schematic for the preferred Full Deck Plaza concept in collaboration with the landscape architecture team and input from the public, pre-design report, and conceptual design. This task includes reviewing requirements for pedestrian and area illumination and electrical requirements for illumination.

- Optional Sub-Task - Solar and LEED/Green Globe for Lighting: Design recommendations for Solar and LEED/Green Globe certification for lighting can be provided as an optional sub-task at additional cost as shown in the summary budget.

Task 500 Deliverables:

- *Internal technical illumination memo*
- *Schematic Design Preliminary*
- *Schematic Design Final*

- **Task 600 - Community Engagement:** Community engagement will be handled primarily by the City. The consultant team will prepare presentation materials and communication copy for a public meeting to be hosted by the City of El Paso and will attend the meeting to help present and respond to questions. The consultant environmental team will provide expertise to ensure compliance with NEPA (National Environmental Policy Act) requirements and that appropriate documentation is prepared. This task will include the following sub-tasks:

- Preparation of public meeting presentation and display materials and notification copy
- Documentation of community engagement for the environmental review process

Task 600 Deliverables:

- *Presentation and display materials*
- *Community engagement documentation*

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- **Task 700 - Environmental Documentation and Review:** Environmental documentation for compliance with NEPA (National Environmental Policy Act) is anticipated to be covered by a categorical exclusion. The NEPA process will begin upon completion of preliminary schematic drawings for the preferred deck plaza and associated roadway improvements. The following technical reports and analyses will be completed and will include the following sub-tasks:
 - Project management, environmental scoping, and coordination
 - Work Plan Development I and II
 - Hazardous Materials Initial Site Assessment (ISA)
 - Archeological Background Report
 - Historic Project Coordination Request (PCR)
 - Biological Resources Documentation
 - Community Impacts Analysis
 - Public involvement (includes one public meeting conducted to meet TxDOT/NEPA standards as part of Task 600)

Task 700 Deliverables:

- Draft and Final NEPA Documentation
 - Work Plan Development I and II
 - Hazardous Materials ISA
 - Archeological Background Report
 - Historic PCR
 - Biological Resources Documentation
 - Community Impacts Analysis
 - Public Meeting Documentation
- **Task 800 - Funding & Implementation Strategy [HR&A]:** Following selection of a preferred Full Deck Plaza concept and during initial schematic design and programming tasks, HR&A will develop an implementation strategy and action plan. Referencing comparable projects, financing tools available in El Paso and the State of Texas, and the needs of the project, HR&A will provide initial implementation guidance on factors related to value-capture and potential revenue generation including:
 - Public-Private Partnership Strategy
 - Capital Funding and Financing
 - Project Governance
 - Programming Strategy
 - Operations and Maintenance Funding
- Optional Task – External Funding Availability Evaluation [Stantec]: Stantec would research and assess external funding options available to the City of El Paso for the I-10 Deck Plaza and develop a list of available funding options outlining key characteristics of each funding program including eligibility, timing, application requirements, funding availability, competitiveness, compliance requirements and program contracts. Working with the City we will develop a specific strategy and action plan to pursue viable external funding options, with special consideration given to timing,

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funding program capital available, level of effort, and compliance requirements. In addition to existing programs, our evaluation of funding options will consider and articulate emerging funding trends, highlighting opportunities to position for future program modifications and new funding programs.

Task 800 Deliverable:

- *Funding & Implementation Strategy Report.*

- **Task 900 - Five-Year Pro Forma [HR&A]:** HR&A will lead the development of a detailed 5-year pro forma operating model for the operations and maintenance of the selected deck park design. HR&A will rely on comparable precedent park budgets and the project team design partners to develop assumptions regarding operating costs associated with the physical program and programming vision for the deck park. We will identify and quantify potential revenue sources, including event and rental revenue, lease revenue, value capture, membership fees, philanthropy, and public funding, evaluating the potential of these sources and remaining gap for project leadership to consider, likely requiring additional public operating subsidy, at least in the early years of the project.

Task 900 Deliverable:

- *Five-Year Pro Forma Report.*

PROJECT SCOPE ASSUMPTIONS AND LIMITATIONS

- This scope assumes that only one physical deck plaza configuration, namely the Full Deck Plaza (Prospect to Campbell) configuration will be considered and evaluated. While phasing concepts may be considered as part of potential implementation strategies, consideration and evaluation of substantially different physical deck configurations that would impact the technical and economic impact and feasibility of the project are not included in this scope.
- Evaluations conducted during Phase 1 are assumed to be high-level, order of magnitude evaluations as appropriate for conceptual work, while analyses conducted during Phase 2 are assumed to be more detailed as appropriate for the 30% schematic design phase. Phase 1, Task 300 of the process provides for making a determination on the definition of parameters for development and evaluation of concepts and scenarios. However, unpredictable circumstances during the planning process, such as community input that may cause changes in approach, may lead to the need for more detailed analyses in Phase 1. Flexibility is needed to reallocate resources between phases and tasks, if the overall scope is unaffected, or to provide additional resources if warranted. Reallocation of resources between phases and tasks would be undertaken through discussion and consensus between the City of El Paso and the Stantec Consultant Team.
- The City will be primarily responsible for Community engagement. This scope assumes that the consultant team's role would be limited to providing presentation/display materials for meetings, participating in presentations, and assisting with responses to questions. The public involvement

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costs in this proposal do not include the cost of a venue, the cost of the public meeting notice mailouts, the cost of the public meeting notification publication, or any other direct costs associated with public involvement. For the purpose of this proposal, we have assumed the following engagement events:

- Phase 1: Three (3) separate or concurrent Deck Plaza Foundation and City Technical Staff meetings, plus one (1) public meeting.
 - Phase 2: One (1) public meeting.
- The development and evaluation of Full Deck Plaza scenarios during Phase 1 will be conducted using data provided by the City of El Paso, TxDOT and other sources. This scope does not provide for the verification and detailed analysis of this data and the consultant team will rely upon the accuracy of the data provided. Engineering analysis of scenarios will be based on high-level order of magnitude conceptual layouts and estimates.
- Timely City sign-off will need to occur at critical milestones in the process to keep the overall project schedule on track. This proposal assumes the following review and approval timeframes:
 - Preliminary conceptual Full Deck Plaza scenarios: Staff level sign-off with 2-week turnaround
 - Preferred Full Deck Plaza concept and scenario: Staff and City Council level sign-off with 3-week turnaround
 - Preliminary schematic design for the Full Deck Plaza: Staff and City Council level sign-off with 3-week turnaround
- Timely TxDOT review and sign-off: The consultant project management team in conjunction with City staff will schedule regular project review with TxDOT El Paso District and TxDOT sign-off would be necessary at the key milestones identified above. We assume that TxDOT review and sign-off can occur concurrently with City review and sign-off.
- Economic Analysis: The economic analysis component of this proposal will utilize prior work done through the Downtown-Uptown Plan related to area-wide market analysis. The assumption is that although the prior market analysis will provide a useful backdrop, data analysis in terms of market potential and impacts for a more narrowly defined area in relation to the Full Deck Plaza would need to be conducted as part of Phase 1. The scope also provides for using the soft-site identification from prior Downtown-Uptown work and performing additional typology categorization and development analysis for prototype sites in order to arrive at value impacts.
- For the purpose of this scope, 30% Schematic Design of the Full Deck Plaza concept is assumed to be consistent with TxDOT's definition of 30% Schematic Design for the Reimagine I-10 project. Stantec does not assume responsibility for the work of others in the production of construction documents beyond the 30% Schematic Design stage.
- The Landscape Architecture scope assumes the following:
 - Special presentation graphics such as renderings, perspectives, models, or displays shall be Additional Services or Reimbursable Costs, as appropriate. Such services or costs shall be approved in advance by the Client.
- The Civil Design scope assumes the following:
 - The schematic design, including plan layout, profiles, and typical sections, will be shown on a roll plot.

El Paso I-10 Deck Plaza Feasibility Study

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- The construction sequencing layout will be shown on a roll plot. The construction sequencing will be based on either construction concurrent with TxDOT's I-10 project or construction after TxDOT's I-10 project but not both scenarios.
- The Structural Design scope assumes the following:
 - The Structural Design scope will include high-level, order-of-magnitude evaluation of Full Deck design concepts in Phase 1.
 - The Structural Design team will design the preferred Full Deck concept only
 - The structural items will be shown on schematic roll plots. The scope does not include provision of detailed CAD (Computer Aided Design) drawings.
- The Tunnel Systems scope assumes the following:
 - Schematic design will cover description and schematic drawings for the Full Deck Plaza concept only
 - No detailed drawings will be prepared.
 - Interface will be at the tunnel portal.
- The Illumination scope assumes the following:
 - Photometric analysis will not be performed, only conceptual layouts will be prepared based on the typical spacing
- The Geotechnical scope assumes the following:
 - The deliverable will be a high-level assessment of potential subsurface conditions and their influence on the planned project.
 - No formal geotechnical design parameters or specific recommendations will be presented.
 - Conceptual deep foundations will be described (without design parameters)
 - Conceptual retaining walls will be described (without design parameters)
- The Environmental Services scope assumes the following:
 - TxDOT environmental clearance/documentation for the larger I-10 roadway project would take precedence for NEPA coverage of direct impacts associated with that work
 - The level of effort provided is additional to the other project and the Deck Plaza documentation would not cover mitigation for direct impacts for the roadway project, other than those that would be specifically resulting from the Deck Plaza effort
 - The consultant environmental team will provide coverage for Phase 2 community engagement including documentation for the purposes of NEPA submittals. Public involvement requirements for a CE (Categorical Exclusion) are lower than for an EA (Environmental Assessment), yet a Deck Plaza might generate specific interest from the public, so proactive public engagement would be advisable. The Stantec environmental team will assist with verifying if the City would get 'credit' for NEPA compliance from TxDOT's point of view.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

BUDGET SUMMARY

City of El Paso
Deck Plaza Feasibility Study
RFQ #2022-0740R

Stantec Consulting Services, Inc.

Task	Task Descriptions	Stantec		HR&A Advisors		FXSA		ILF		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
0	PROJECT MANAGEMENT	667	\$160,672							667	\$160,672
Phase 1: Full Deck Plaza Conceptual Design & Feasibility Evaluation											
100	COMMUNITY ENGAGEMENT	176	\$36,160							176	\$36,160
200	MARKET & SOFT SITE DEVELOPMENT STUDY	18	\$4,613	295	\$75,000					313	\$79,613
300	DECK PLAZA CONTEXTUAL FRAMEWORK	200	\$61,630			20	\$2,980			220	\$64,610
400	FULL DECK PLAZA CONCEPTS & DEVELOPMENT SCENARIO EVALUATION	724	\$143,462							724	\$143,462
500	REAL ESTATE IMPACT & VALUE CAPTURE STUDY			380	\$100,000					380	\$100,000
600	PREFERRED FULL DECK DESIGN CONCEPT RECOMMENTATIONS/PRE-DESIGN REPORT	206	\$44,928							206	\$44,928
1000	EXPENSES		\$16,743		\$3,750						\$20,493
	Subtotal	1,991	\$307,536	675	\$178,750	20	\$2,980	0	\$0	2,019	\$489,266
Phase 2: Preferred Alternative Schematic Design & Environmental Review											
100	LANDSCAPE ARCHITECTURE	968	\$142,652							968	\$142,652
200	CIVIL ENGINEERING	456	\$73,688			138	\$19,455			594	\$93,143
300	STRUCTURAL DESIGN	400	\$70,448							400	\$70,448
400	FIRE/LIFE SAFETY/TUNNEL SYSTEMS	39	\$11,504					635	\$96,180	674	\$107,684
500	ILLUMINATION	458	\$62,739							458	\$62,739
600	COMMUNITY ENGAGEMENT	162	\$29,684							162	\$29,684
700	ENVIRONMENTAL DOCUMENTATION & REVIEW	466	\$46,286							466	\$46,286
800	FUNDING & IMPLEMENTATION STUDY	8	\$1,512	100	\$30,000					108	\$31,512
900	FIVE-YEAR PRO-FORMA			295	\$75,000					295	\$75,000
1000	EXPENSES		\$8,949		\$3,750						\$12,699
	Subtotal	2,957	\$447,462	395	\$108,750	138	\$19,455	635	\$96,180	4,125	\$671,847
	Total Project Costs		\$ 915,670		\$ 287,500		\$ 22,435		\$ 96,180		\$ 1,321,785
	Percentage Breakdown (Cost)		69.3%		21.8%		1.7%		7.3%		

Optional Items											
Phase 1	PREFERRED SCENARIO - SUPPORTIVE LAND DEVELOPMENT POLICY RECOMMENDATIONS	88	\$18,282							88.00	\$18,282
	PREFERRED SCENARIO - SUPPORTIVE MULTIMODAL MOBILITY RECOMMENDATIONS	48	\$8,887							48.00	\$8,887
Phase 2	CFD ANALYSIS FOR TUNNEL VENTILATION							124	\$41,100	124.00	\$41,100
	SOLAR, LEED/GREEN GLOBE FOR ILLUMINATION	52	\$10,416							52.00	\$10,416
	EXTERNAL FUNDING AVAILABILITY EVALUATION	50	\$10,000							50.00	\$10,000
	Total Optional Items Cost		\$ 47,585						\$ 41,100		\$ 88,685

EXHIBIT "B"
Confidential

City of El Paso
Deck Plaza Feasibility Study
RFQ #2022-0740R

9/6/2022

HOURLY RATE SCHEDULE							
PRIME PROVIDER NAME: Stantec Consulting Services, Inc.							
DIRECT LABOR							
LABOR/STAFF NAME		CLASSIFICATION/ ROLE	Overtime for Non- Exempt or Hourly Exempt (HE) Staff *	HOURLY BASE RATE ** from 9/1/2022 thru 12/31/2022	HOURLY CONTRACT RATE from 9/01/2022 thru 12/31/2022	HOURLY BASE RATE ** from 1/1/2023 thru 12/31/2023	HOURLY CONTRACT RATE from 1/1/2023 thru 12/31/2023
Ahmed	Annus	Structure/Bridge Design	HE	\$ 49.52	\$ 144.49	\$ 51.50	\$ 150.27
Brod	Lauren	Senior Bridge/Structural Engineer	HE	\$ 57.70	\$ 168.35	\$ 60.01	\$ 175.09
Broughton	Amy	Funding Strategies		\$ 83.64	\$ 244.04	\$ 86.99	\$ 253.80
Calanche	Ernesto	Roadway/Civil Design	HE	\$ 52.69	\$ 153.74	\$ 54.80	\$ 159.88
Carter	Dave	Traffic Analysis & Modeling		\$ 90.60	\$ 264.35	\$ 94.22	\$ 274.92
Chacko	Peer	Principal-in-Charge		\$ 88.94	\$ 259.50	\$ 92.50	\$ 269.88
Conner	David	3D Visualization and CADD	HO	\$ 51.31	\$ 149.71	\$ 53.36	\$ 155.70
Cowan	Bradley	Deputy Project Manager; Landscape Arch		\$ 64.64	\$ 188.60	\$ 67.23	\$ 196.15
Cowan	Brian	Hazmat/Environmental		\$ 50.49	\$ 147.32	\$ 52.51	\$ 153.21
Dixon	David	Urban Design Lead; Planning and Urban Design		\$ 110.58	\$ 322.64	\$ 115.00	\$ 335.55
Engineering-in- Training (EIT)	As Needed	Structures/Roadway/Civil	HO	\$ 34.94	\$ 101.95	\$ 36.34	\$ 106.02
Environmental Analyst II	As Needed	Environmental		\$ -	\$ 75.00	\$ -	\$ 78.00
Ewen	Travis	Landscape Architecture		\$ 57.69	\$ 168.32	\$ 60.00	\$ 175.06
Fradkin	Steve	Tunnel Design/Ventilation /Fire Protection		\$ 102.43	\$ 298.86	\$ 106.53	\$ 310.82
Mid-Sr. GIS Analyst	TBD	Environmental			\$ 85.00	\$ -	\$ 88.40
Goudeau	Derrick	Lighting Engineering		\$ 89.50	\$ 261.14	\$ 93.08	\$ 271.58
Guerrero	Joe	Senior CADD Operator	HO	\$ 66.47	\$ 193.94	\$ 69.13	\$ 201.70
Hashemi Yazdi	Mona	Urban Planner	HE	\$ 30.95	\$ 90.30	\$ 32.19	\$ 93.92
Irvin	Kyle	ITS/Traffic Studies		\$ 87.47	\$ 255.21	\$ 90.97	\$ 265.42
Jahangiri	Jamshid	Project Manager; Transportation Engineering		\$ 113.31	\$ 330.61	\$ 117.84	\$ 343.83
Janik	Ben	Sr. GIS Analyst		\$ 52.38	\$ 152.83	\$ 54.48	\$ 158.94
Jin	Wei	Urban Designer	HE	\$ 55.04	\$ 160.59	\$ 57.24	\$ 167.02
Kau	Lucas	Structural Engineering	HE	\$ 74.52	\$ 217.43	\$ 77.50	\$ 226.13
LA-2 Staff	TBD	Landscape Architecture		\$ 51.45	\$ 150.12	\$ 53.51	\$ 156.12
Lutz	David	Geotechnical Engineering		\$ 87.96	\$ 256.64	\$ 91.48	\$ 266.91
Maldonado	Mark	Community Engagement		\$ 88.95	\$ 259.53	\$ 92.51	\$ 269.91
Mann	Joel	Mobility		\$ 64.15	\$ 187.17	\$ 66.72	\$ 194.66
Mann	Jane K.S. (Katie)	CADD Operator	HO	\$ 28.50	\$ 83.16	\$ 29.64	\$ 86.48
McCoy	Sarabrent	Urban Planner	HE	\$ 38.32	\$ 111.81	\$ 39.85	\$ 116.28
Mirnam	Ali	Structure/Bridge Design	HE	\$ 49.04	\$ 143.09	\$ 51.00	\$ 148.81
Nelson	Nels	Sustainability		\$ 61.54	\$ 179.56	\$ 64.00	\$ 186.74
Nguyen	Giao	CADD	HO	\$ 43.33	\$ 126.43	\$ 45.06	\$ 131.48
Parra	Claire	Environmental	HE	\$ 28.19	\$ 82.25	\$ 29.32	\$ 85.54
Patterson	Susan	Community Engagement		\$ 64.29	\$ 187.58	\$ 66.86	\$ 195.08

City of El Paso
Deck Plaza Feasibility Study
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HOURLY RATE SCHEDULE							
PRIME PROVIDER NAME: Stantec Consulting Services, Inc.							
DIRECT LABOR							
LABOR/STAFF NAME		CLASSIFICATION/ ROLE	Overtime for Non-Exempt or Hourly Exempt (HE) Staff *	HOURLY BASE RATE ** from 9/1/2022 thru 12/31/2022	HOURLY CONTRACT RATE from 9/01/2022 thru 12/31/2022	HOURLY BASE RATE ** from 1/1/2023 thru 12/31/2023	HOURLY CONTRACT RATE from 1/1/2023 thru 12/31/2023
Peper	Heidi	Funding Strategies		\$ 74.27	\$ 216.70	\$ 77.24	\$ 225.37
Pittman	Rebecca	Landscape Architecture		\$ 59.02	\$ 172.20	\$ 61.38	\$ 179.09
Prada	Julian	Tunnel Design/Ventilation /Fire Protection		\$ 99.89	\$ 291.45	\$ 103.89	\$ 303.11
Reed	Emily	Historical Environmental		\$ 52.38	\$ 152.83	\$ 54.48	\$ 158.94
Reep	Kellie	Traffic Anaylsis & Modeling		\$ 56.50	\$ 164.85	\$ 58.76	\$ 171.45
Samara	Majd	Roadway/Civil Design	HE	\$ 34.94	\$ 101.95	\$ 36.34	\$ 106.02
Sandrock	David	Archaeology	HE	\$ 36.06	\$ 105.21	\$ 37.50	\$ 109.42
Sauser	Jeff	Urban Design		\$ 64.36	\$ 187.78	\$ 66.93	\$ 195.30
Scott	Brian	QA/QC - Constructability Reviews	HE	\$ 64.91	\$ 189.39	\$ 67.51	\$ 196.97
Smith	Brad	Project Engineer	HE	\$ 62.20	\$ 181.48	\$ 64.69	\$ 188.74
Snow	Jamie	Traffic Anaylsis & Modeling		\$ 77.98	\$ 227.52	\$ 81.10	\$ 236.63
Sorge	Gary	Landscape Architecture Lead		\$ 122.14	\$ 356.37	\$ 127.03	\$ 370.63
Sorto	Hector	Roadway/Civil Design	HE	\$ 49.28	\$ 143.79	\$ 51.25	\$ 149.54
Stewart	Ben	Brownfields		\$ 69.83	\$ 203.74	\$ 72.62	\$ 211.89
Swanton	Philip	QA/QC - Structures		\$ 94.83	\$ 276.69	\$ 98.62	\$ 287.76
Thapa	Laxman	ITS	HE	\$ 65.69	\$ 191.67	\$ 68.32	\$ 199.33
Thimmesch	Katherine	Project Engineer		\$ 64.66	\$ 188.66	\$ 67.25	\$ 196.21
Torres	Anamaria	Traffic Studies	HE	\$ 50.55	\$ 147.49	\$ 52.57	\$ 153.39
Vernon	Paul	Senior Urban Planner		\$ 60.92	\$ 177.75	\$ 63.36	\$ 184.86
Wadje	Nishant	Design Engineer	HE	\$ 44.82	\$ 130.77	\$ 46.61	\$ 136.00
WeiYih	Tee	Roadway/Civil Design	HE	\$ 68.95	\$ 201.18	\$ 71.71	\$ 209.22
Wesanen	Jeff	Civil Engineering		\$ 89.53	\$ 261.22	\$ 93.11	\$ 271.67
Yang	Shijia	Landscape Designer	HE	\$ 25.24	\$ 73.64	\$ 26.25	\$ 76.59
Yorek	Colt	Landscape Architecture		\$ 49.33	\$ 143.93	\$ 51.30	\$ 149.69
INDIRECT COST RATE:		165.25%					
PROFIT RATE:		10.0%					
Contract rates include labor, overhead, and profit. * Hourly Exempt (HE) staff paid overtime hours at regular/staight time. Non-Exempt (HO) receive 1.5 times pay for overtime hours per FLSA. ** Includes 4% escalation							

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City of El Paso
Deck Plaza Feasibility Study
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HOURLY RATE SCHEDULE					
SUBCONSULTANT: FXSA					
DIRECT LABOR					
	CLASSIFICATION/ ROLE	HOURLY BASE RATE ** from 9/1/2022 thru 12/31/2022	HOURLY CONTRACT RATE from 9/01/2022 thru 12/31/22	HOURLY BASE RATE ** from 1/1/2023 thru 12/31/23	HOURLY CONTRACT RATE from 1/1/2023 thru 12/31/2023
	Program Manager/Principal	\$ 127.88	\$ 382.81	\$ 133.00	\$ 398.13
	Quality Manager	\$ 73.32	\$ 219.49	\$ 76.25	\$ 228.27
	CADD Operator - Senior	\$ 35.00	\$ 104.77	\$ 36.40	\$ 108.96
	CADD Operator - Junior	\$ 33.00	\$ 98.79	\$ 34.32	\$ 102.74
	GIS Technician - Senior	\$ 38.46	\$ 115.13	\$ 40.00	\$ 119.74
	GIS Technician - Junior	\$ 28.85	\$ 86.36	\$ 30.00	\$ 89.82
	Surveyor (RPLS) - Senior	\$ 79.09	\$ 236.76	\$ 82.25	\$ 246.23
	Surveyor (RPLS) - Junior	\$ 55.13	\$ 165.03	\$ 57.34	\$ 171.64
	Survey Technician (Surveyor-In-Training) - SIT	\$ 38.46	\$ 115.13	\$ 40.00	\$ 119.74
	Survey Technician	\$ 36.00	\$ 107.77	\$ 37.44	\$ 112.08
	Administrative/Clerical	\$ 21.64	\$ 64.77	\$ 22.50	\$ 67.36
	Abstractor (Property Deed Researcher, Courthouse or	\$ 54.09	\$ 161.92	\$ 56.25	\$ 168.40
	Survey Supervisor (Crew Chief)	\$ 40.87	\$ 122.35	\$ 42.50	\$ 127.24
	Survey Instrument Technician (Rodman)	\$ 25.00	\$ 74.84	\$ 26.00	\$ 77.83
	SUE Field Coordinator	\$ 48.08	\$ 143.92	\$ 50.00	\$ 149.68
	Senior Engineer	\$ 69.23	\$ 207.24	\$ 72.00	\$ 215.53
	SUE Technician	\$ 50.00	\$ 149.68	\$ 52.00	\$ 155.66
	SUE Designating Person	\$ 44.71	\$ 133.84	\$ 46.50	\$ 139.19
	1 Man Survey Crew	\$ 44.71	\$ 133.84	\$ 46.50	\$ 139.19
	2 Man Survey Crew	\$ 61.00	\$ 182.61	\$ 63.44	\$ 189.91
	3 Man Survey Crew	\$ 86.00	\$ 257.44	\$ 89.44	\$ 267.74
	Overhead	172.14%			
	Fee	10.00%			
Contract rates include labor, overhead, and profit. ** Includes 4% escalation					

Utility Engineering & Coordination Services		
<u>Services To Be Provided</u>	<u>Unit</u>	<u>Rate</u>
<u>SUE (Quality Level C and D)</u>		
Includes labor and equipment for records research, CADD, and mapping.	LF	\$ 0.68
<u>SUE (Quality Level B - Utility Designation)</u>		
Includes labor and equipment for records research, designating, engineering, surveying, CADD mapping and limited traffic control.	LF	\$ 1.55
<u>SUE (Quality Level A - Utility Locate, Test Holes)</u>		
Includes labor and equipment for vacuum excavation, engineering, surveying, CADD, and limited traffic control. These prices reflect that a Quality Level B service has been provided.		
Level A: 0 to 5 ft.	each	\$ 1,075.00
Level A: > 5 to 8 ft.	each	\$ 1,450.00
Level A: > 8 to 13 ft.	each	\$ 1,800.00
Level A: > 13 to 20 ft.	each	\$ 2,300.00
Level A: > 20 ft.	VF	\$ 205.00
<u>SUE Mobilization/Demobilization</u>		
These costs are intended to be a one-time expense compensation for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck (non-local)	Mile	\$ 4.75

9/6/2022

HOURLY RATE SCHEDULE		
SUBCONSULTANT: HR&A Advisors		
DIRECT LABOR		
Classification	HOURLY CONTRACT RATE from 9/01/2022 thru 12/31/22	HOURLY CONTRACT RATE ** from 1/1/2023 thru 12/31/2023
Senior Partner	\$ 447.20	\$ 465.09
Partner	\$ 419.55	\$ 436.33
Principal	\$ 358.83	\$ 373.18
Director	\$ 320.18	\$ 332.99
Senior Analyst	\$ 216.92	\$ 225.60
Analyst	\$ 165.61	\$ 172.23
Research Analyst	\$ 143.52	\$ 149.26
Contract rates include labor, overhead, and profit. ** Includes 4% escalation		

9/6/2022

HOURLY RATE SCHEDULE		
SUBCONSULTANT: ILF Consulting Engineers		
DIRECT LABOR		
Classification	HOURLY CONTRACT RATE from 9/01/2022 thru 12/31/22	HOURLY CONTRACT RATE ** from 1/1/2023 thru 12/31/2023
Project Manager	\$ 239.00	\$ 248.56
Senior Engineer	\$ 158.00	\$ 164.32
Junior Engineer	\$ 124.00	\$ 128.96
Administrative Staff	\$ 82.00	\$ 85.28
Contract rates include labor, overhead, and profit. ** Includes 4% escalation		

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

For the **“DECK PLAZA FEASIBILITY STUDY URBAN PLANNING AND ENGINEERING SERVICES”** hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT/CONCEPT PHASE

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

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

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

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

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval

- authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
 6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

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 SCHEDULE

For the project known as “**DECK PLAZA FEASIBILITY STUDY URBAN PLANNING AND ENGINEERING SERVICES**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$1,321,785.00** 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 compensation for each task described in Attachment “A”. Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

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

CONCEPT PHASE

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10)**

copies of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



EXHIBIT "E"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)	9/16/2021
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, M, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A : Berkshire Hathaway Specialty Insurance Company</td> <td style="width: 20%;">NAIC # 22276</td> </tr> <tr> <td>INSURER B : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Berkshire Hathaway Specialty Insurance Company	NAIC # 22276	INSURER B : AIG Specialty Insurance Company	26883	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :													
INSURER E :													
INSURER F :													
INSURED 1414100 STANTEC ARCHITECTURE INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012													

COVERAGES **CERTIFICATE NUMBER:** 14182349 **REVISION NUMBER:** XXXXXXXX

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

NO.	TYPE OF INSURANCE	ADD. BURS. (IND. VOL.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR (GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		NOT APPLICABLE			EACH OCCURRENCE: \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Per occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SO-SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Per occurrence) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - 6A EMPLOYEES \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	47-EPP-108810 NO RETROACTIVE DATE	10/1/2021	10/1/2022	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab		CPO6085428	10/1/2021	10/1/2023	\$3,000,000 PER LOSS/AGG

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

CERTIFICATE HOLDER 14182349 TO WHOM IT MAY CONCERN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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