

**CITY OF EL PASO, TEXAS
REQUEST FOR COUNCIL ACTION**

DEPARTMENT: Development Services

AGENDA DATE: TBD by Financial Services – March 25, 2008

CONTACT PERSON/PHONE: Mathew McElroy, ext 4925; Terrence Freiberg, Purchasing Manager, ext 4313.

DISTRICTS AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want city council to approve. Include dollar amount if applicable.

Award RFQ 2008-010R to Science Applications International Corporation (SAIC) to complete a Regional Growth Management Plan that includes the following areas:

1. Existing Conditions Assessment
2. Public Involvement and Community-Military Partnering Organization (CMPO) Structure
3. Economic Development
4. Future Land Use
5. Circulation and Traffic
6. Public Utilities and Infrastructure
7. Regional Housing Assessment
8. Education
9. Subdivision Ordinance Analysis and Rewrite
10. Health and Social Services
11. Public Safety and Emergency Services (Fire, Police, Ambulance)
12. Quality of Life
13. Compatibility and Buffer Zones
14. Fiscal Impact Analysis
15. Action Plan

The fee for this analysis is \$846,545.57.

BACKGROUND/DISCUSSION:

Discussion of the what, why, where, when, and how to enable council to have a reasonably complete description of the contemplated action. This should include attachment of the bid tabulation, or ordinance or resolution if appropriate. What are the benefits to thee City of This action? What are the Citizen concerns?

The City of El Paso was awarded a grant from the Department of Defense Office of Economic Adjustment that totaled \$936,500 in 2007. An additional \$293,386 was added to the grant on February 5th, 2008 to allow the City to hire the top ranking firm in the RFQ process, bringing the total grant amount to \$1,229,886. The grant requires the hiring of a consultant to complete a Regional Growth Management Plan. After a two stage process (scoring and interview of top firms), SAIC was selected as the most qualified firm. The grant is funded entirely by the Office of Economic Adjustment and required no cash match from the City of El Paso. The areas to be included in this analysis are listed above and were selected as a result of dramatic growth on Fort Bliss.

Fort Bliss is gaining more troops than any other post in the Army as a result of BRAC, Grow the Army, Army Modular Redesign, and smaller efforts, 28,006 by 2012. Including family members, the total number of new people to the El Paso region totals 65,758 (Table 1), assuming—however unlikely—that no federal civilian employment is drawn from other locations and that no defense contractor relocations take place.

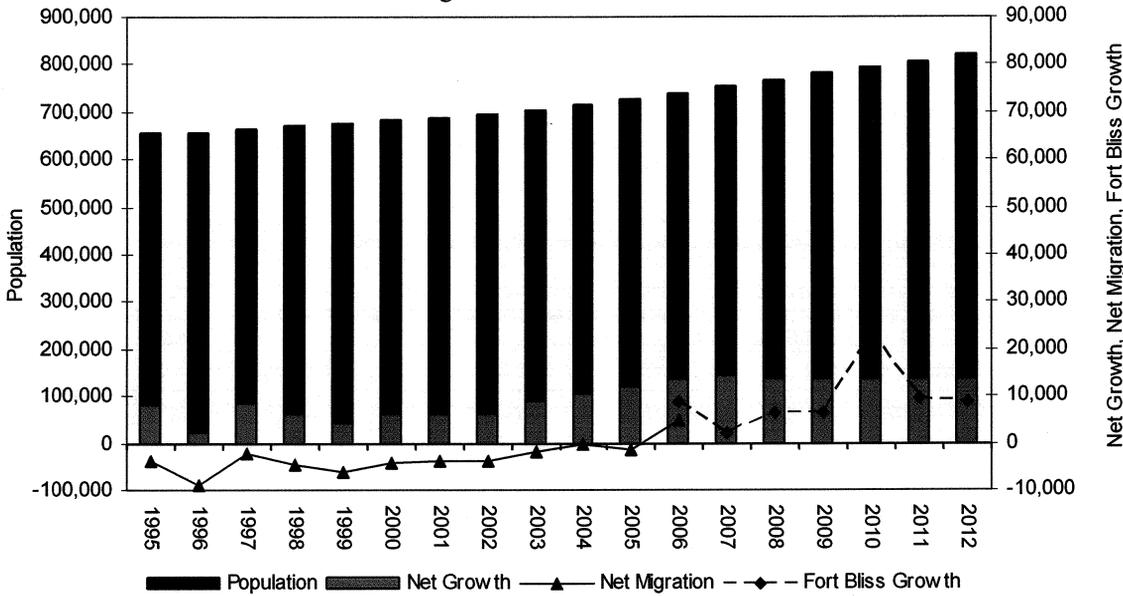
Table 1: Growth at Fort Bliss 2006 – 2012

Year	2006	2007	2008	2009	2010	2011	2012	Total
Troops	3,844	948	2,778	2,790	9,785	4,074	3,787	28,006
Spouses	2,230	550	1,611	1,618	5,675	2,363	2,196	16,243
Children	2,952	728	2,134	2,143	7,515	3,129	2,908	21,509
Total	9,026	2,226	6,523	6,551	22,975	9,566	8,891	65,758
Average growth per year = 9,934								

Source: Fort Bliss Transformation Office

This kind of growth is as unprecedented for El Paso as it is for the Army. Prior to the BRAC announcement, El Paso grew at an average of 8,200 people per year. This is well below the current annual average of people who will be brought to El Paso by Fort Bliss alone (9,934). In fact, starting in 1995, the number of people leaving El Paso outnumbered those moving in, sometimes by as may as 8,900 people (1996). As a result, El Paso’s population growth has come as a result of births, which have a significantly different impact on regional infrastructure, which in part this contract is designed to address.

Figure 1: Growth Trends in El Paso



Sources: US Census Bureau mid year estimates (BEA) and forecast values from the Border Region Modeling Project, Fort Bliss Transformation Office.

The sheer number of individuals who will come to the region through this military expansion have implications on the housing and rental markets, and what may happen with regard to price in those areas. Also included is how quickly (and whether) the City can annex and make available the necessary land to accommodate this growth above normal regional expansion. Infrastructure components are also included in the plan, as is traffic congestion. Utilities, health, economic development, education, and each of the areas addressed above will also be reviewed to provide the City with a proactive plan to address growth.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

No.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

OEA-BRAC
502115 08150072 07140 G080801

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

DEPARTMENT HEAD: Patricia D. Adatao

(Example: If RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: P. Adatao DATE: 3-14-08

PROJECT FORM

DATE: MARCH 12, 2008

PROJECT: GROWTH MANAGEMENT PLAN
RFQ NO: 2008-010R DEPARTMENT: DEVELOPMENT SERVICES
BUDGET#: 08150072-07140-502115, GRANT 080801
FUNDING SOURCE: PLANNING DEPT GRANTS-MANAGEMENT CONSULTANT SERVICES
RESPRESENTATIVE DISTRICT(S): ALL

VENDOR: SCIENCE APPLICATION INTERNATIONAL CORP. INC WILMINGTON DE
ITEMS All
AMOUNT: \$846,545.57
CONTRACT PERIOD: FINAL COMPLETION

Financial Services, Purchasing Division and Development Services recommend award as indicated. Review Committee based on evaluation factors established for this procurement, recommend award to Science Application International Corporation, Inc.

Additionally, it is requested authorization for City staff to negotiate, City Attorney's Office to review any related contract documents and agreements necessary (if required) and City Manager to sign said agreement.

PROPOSALS SOLICITED 07 PROPOSALS LOCALS 00
PROPOSALS RECEIVED 08
BIDS SVCS 06
"NO BIDS" RECEIVED 00
CURRENT TAXES PAID
OUT-OF-TOWN

TOTAL AWARD: \$846,545.57

FUNDS: AVAILABLE NOT AVAILABLE COMPTROLLER

COUNCIL: APPROVED REJECTED CITY CLERK

APPROVED:

COUNCIL MEETING OF MARCH 25, 2008

TERRENCE FREIBURG
PURCHASING MANAGER

JOHN COOK
MAYOR

JOYCE WILSON
CITY MANAGER

PATRICIA D. ADAUTO
DEPUTY CITY MANAGER, D&IS



CITY COUNCIL
ANN MORGAN LILLY, DISTRICT 1
SUSANNAH M. BYRD, DISTRICT 2
J. ALEXANDRO LOZANO, DISTRICT 3
MELINA CASTRO, DISTRICT 4
RAQUEL QUINTANA, DISTRICT 5
EDDIE HOLGUIN JR., DISTRICT 6
STEVE ORTEGA, DISTRICT 7
BETO O'ROURKE, DISTRICT 8

MARCH 10, 2008

DEVELOPMENT SERVICES DEPARTMENT

To: Terrence Freiberg

From: Mathew S. McElroy, Military Growth and Expansion Coordinator

Subject: Regional Growth Management Plan RFQ 2008-010R

Date: February 8, 2008

On December 6, 2007, Science Applications International Corporation (SAIC) was selected as the best qualified firm to complete a Regional Growth Management Plan (RGMP) for the City of El Paso. SAIC scored the highest in both the initial ranking of candidates and after interviews. The members of the selection committee included Mathew McElroy, Military Growth and Expansion Coordinator, City of El Paso; Kelly Carpenter, Deputy Director, Development Services, City of El Paso; Chuck Kooshian, Lead Planner, City of El Paso; Bob Cook, President, El Paso Regional Economic Development Corporation; and, Bill Wachtel, Senior Resource Analyst, El Paso Independent School District.

SAIC has extensive experience in conducting growth management plans for BRAC affected communities—as well as extensive planning, engineering, environmental impact, and economic development experience outside of growth management plans. The SAIC lead on this proposal oversaw the BRAC Growth Management Plan for the State of Maryland, which provides for a unique and unusually well qualified perspective on the growth in this region.

SAIC also provides scientific, engineering, systems integration and technical services and products to all branches of the U.S. military, agencies of the U.S. Department of Defense, other federal, state, and local agencies, and commercial customers. SAIC has a history of addressing the challenges of large-scale force realignment. Through its work for various Army, Air Force, Marine Corps, and Navy installations, SAIC has been an effective participant in the previous four rounds of BRAC, beginning in 1988. Prior to 2007, SAIC had performed more than \$250 million in BRAC-related engineering, planning, and environmental services at more than 100 installations to assist the Department of Defense (DoD).

In addition, SAIC has a long history of providing technical support to Fort Bliss and the El Paso region. SAIC's El Paso office has supported Fort Bliss for over 25 years, providing systems analysis, information technology (IT) support, real-time simulation, weapon systems analysis, website design and management, and computer system security services. SAIC also prepared the Environmental Impact Statement (EIS) for the Fort Bliss desalination plant on behalf of the U.S. Army Corps of Engineers. Together with Boeing, SAIC is working with Fort Bliss to evaluate and implement the Future Combat Systems (FCS) architecture for the Army nationwide, which will play a critical role in the economic development section of this plan.

COMMITTEE SCORE SHEET
2008-010R
GROWTH MANAGEMENT PLAN

		SAIC	EDAW	TDA	CARTER BURGESS	THOMAS MILLER AND ASSOCIATES	URS	Sites SW	TIP
CRITERIA	TOTAL POINTS AVAILABLE	POINTS ACHIEVED	POINTS ACHIEVED	POINTS ACHIEVED	POINTS ACHIEVED	POINTS ACHIEVED	POINTS ACHIEVED	POINTS ACHIEVED	POINTS ACHIEVED
PROFESSIONAL QUALIFICATIONS AND EXPERIENCE (MAXIMUM 30 POINTS X 5 RATERS)	150	138	136	115	135	115	132	72	0
BRAC GROWTH EXPERIENCE (MAXIMUM 35 POINTS X 5 RATERS)	175	132	125	101	110	93	120	80	0
KNOWLEDGE AND FAMILIARITY WITH OFFICE OF ECONOMIC ADJUSTMENT INITIATIVES. (MAXIMUM 5 POINTS X 5 RATERS)	25	22	22	20	20	18	22	15	0
CAPACITY OF THE RESPONDENT TO PERFORM THE REQUIRED WORK ACTIVITIES WITHIN THE GIVEN TIME LIMITATIONS (MAXIMUM 20 POINTS X 5 RATERS)	100	75	71	65	68	65	73	61	0
PERFORMANCE ON OTHER SIMILAR PROJECTS/ REVIEW OF REFERENCES (MAXIMUM 5 POINTS X 5 RATERS)	25	18	14	12	16	12	14	10	0
UNIQUENESS OF APPROACH (MAXIMUM 5 POINTS X 5 RATERS)	25	18	16	5	15	12	16	10	0
COMPREHENSIVE COST ESTIMATE (MAXIMUM 10 POINTS X 5 RATERS)	50	35	21	23	33	10	21	8	0
TOTAL	550	438	405	341	397	325	398	256	0

CITY OF EL PASO CITY BID TABULATION

ITEM: GROWTH MANAGEMENT PLAN	RFP: 2008-010R
DATE: OCTOBER 31, 2007	DEPARTMENT: BUILDING PERMITS & INSPECTIONS
CARTER & BURGESS, INC.	DALLAS, TX
EDAW, INC.	FORT COLLINS, CO
SCIENCE APPLICATION INTERNATIONAL CORPORATION, INC.	WILMINGTON, DE
SITES SOUTHWEST LLC	EL PASO, TX
TEXAS INTERNATIONAL PARTNERSHIP, INC.	AUSTIN, TX
THOMAS P. MILLER & ASSOCIATES, LLC	GREENFIELD, IN
TRAINING & DEVELOPMENT ASSOCIATES, LLC	LAURINBURG, NC
URS CORPORATION, A NEADA CORPORATION	AUSTIN, TX
RFPS SOLICITED: 7	
RFPS RECEIVED: 8	
RFPS LOCAL: 0	
NO BIDS: 0	

APPROVED: 

DATE: 11-2-07

**BOOZ ALLEN HAMILTON
JOSHUA MITCHELL
8283 GREENSBORO DRIVE
MCLEAN VA 22102**

**CARTER BURGESS
CHAD ST JOHN
7950 ELMBROOK DR
DALLAS TX 75247**

**URS CORPORATION
LANCE BRENDL
1615 MURRAY CANYON SUITE 1000
SAN DIEGO CA 92108**

**BOOZ ALLEN HAMILTON/THOMAS MCKEW
COLUMBIA SQUARE SUITE 480 EAST
555 THIRTEEN STREET NW
WASHINGTON DC 20004**

**SAIC
TIM WITTING
4618 HOLLY RIDGE ROAD
ROCKVILLE MD 20853**

**RKG ASSOCIATES
JIMMY E HICKS
277 MAST ROAD
DURHAM NH 03824**

**TDA
WAYNE FREEMAN
131 ATKINSON STREET SUITE B
LAURINBURG NC 28352-3715**

2.2 This Contract shall commence upon the date of execution of this Contract and shall terminate two weeks after completion and acceptance of the final RGMP as defined in subsection 2.2 (A) of this Contract, but not later than three hundred and sixty-five (365) days from date of execution. The City Manager may, at her sole discretion and without further authorization from City Council, approve an extension of the term for an additional thirty (30) days.

(A) Completion and acceptance of the RGMP shall be the submission of the final RGMP to the CITY's Military Growth and Expansion Coordinator (the "MGEC") and the MGEC's written acknowledgment that the final RGMP has sufficiently incorporated all CITY comments on the draft RGMP. Prior to completion and acceptance, CONSULTANT shall also give a presentation of the final RGMP to CITY staff and to the City Council, the governing body of the CITY, or its designated reviewing body, as deemed necessary by the MGEC. Subsection 2.2 (A) of this Contract shall be subject to the document preparation requirements outlined in Section P of **Attachment "A"**.

(B) The CONSULTANT shall complete the Services in accordance with the timelines and schedules outlined in **Attachment "B"**. Time allotments for review by the CITY and other review committees or entities, if any, are included in the estimated time schedule, and if exceeded will increase the length of the activities schedule accordingly.

2.3 The CITY shall provide all available information to the CONSULTANT. All aspects of CONSULTANT's services shall be coordinated with the MGEC, who shall facilitate the successful completion of CONSULTANT's services.

(A) Electronic copies of all plans and studies specifically identified in the CITY's RFQ to be used in the development of the RGMP will be provided to CONSULTANT within thirty (30) days of contract award.

(B) Electronic copies of all extant City, County, or State sponsored reports, studies or data requested by CONSULTANT will be provide to CONSULTANT within thirty (30) days of request.

(C) The parties acknowledge that parallel contracts for Future Land Use, Subdivision Ordinance Analysis and Rewrite, and Fiscal Impact Analysis will provide to CONSULTANT the reports and data needed for development of the RGMP consistent with CONSULTANT's schedule for RGMP development as outlined in **Attachment "B"**.

2.4 As part of its performance of services under this Contract, CONSULTANT will provide information to the CITY on the various sources of Federal and State government funds that could be used by the CITY to cover the costs of funding shortfalls identified under various tasks outlined in **Attachment "A"**. Notwithstanding any other provision of this Contract, the parties acknowledge that CONSULTANT will not undertake any action to secure such funds as that activity is outside the scope of services of this Contract.

3.0 CONSULTANT FEES

3.1 Payment to Consultant. The CITY shall pay to the CONSULTANT an amount not to exceed EIGHT HUNDRED FORTY SIX THOUSAND FIVE HUNDRED FORTY FIVE AND 57/100 DOLLARS (\$846,545.57) for all professional services performed pursuant to this Contract, as further described in the Scope of Services attached hereto as **Attachment "A"**.

(A) Payment to the CONSULTANT shall be made as set forth in the Price and Payment Schedule is attached hereto as **Attachment "C"**.

3.2 CONSULTANT's Services. The Professional Services to be provided by the CONSULTANT for this Contract are attached hereto as **Attachment "A"**. It is understood and agreed by the parties that the CITY will not be obligated to pay for any professional services not contained in **Attachment "A"** or elsewhere in this Contract and its attachments. Except as specifically set forth in this Contract and its attachments, all costs related to the completion of the professional services requested herein shall be borne by the CONSULTANT and not passed on to the CITY or otherwise paid by the CITY, unless a written amendment to this Contract is executed by both parties allowing for additional costs.

4.0 TERMINATION

This Contract may be terminated as provided herein.

4.1 Termination by City. It is mutually understood and agreed by the CONSULTANT and the CITY that the CITY may terminate this Contract, in whole or in part for the convenience of the CITY, upon **thirty (30) consecutive calendar days** written notice.

(A) It is also understood and agreed that upon such notice of termination, the CONSULTANT shall cease the performance of services under this Contract. Upon such termination, the CONSULTANT shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the CITY's notice of termination. In the event the CITY terminates this CONTRACT for cause, CONSULTANT shall be entitled to compensation for services performed and approved expenses incurred, prior to the termination. Nothing contained herein, or elsewhere in this Contract shall require the CITY to pay for any services that are not in compliance with the terms of this Contract and its attachments.

4.2 Termination by Either Party. It is further understood and agreed by the CONSULTANT and CITY 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 Contract, 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 CITY retains the right to immediately terminate this Contract for default if the CONSULTANT violates any local, state, or federal laws, rules or regulations that relate to the performance of this Contract.

In the event of termination by the CITY pursuant to this subsection, the CITY may withhold payments to the CONSULTANT for the purpose of setoff until such time as the exact amount due the CITY from the CONSULTANT is determined.

4.3 Termination shall not be Construed as Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

5.0 INDEMNIFICATION

5.1 Indemnification.

THE CITY SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE CONSULTANT INCURRED IN THE PERFORMANCE OF THIS CONTRACT. THE CONSULTANT EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND CITY'S ELECTED OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, INDIVIDUALLY OR COLLECTIVE, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF OR RELATING TO PERFORMANCE OF THIS CONTRACT DUE TO THE NEGLIGENCE OF THE CONSULTANT, ITS EMPLOYEES, OFFICERS, SUBCONTRACTORS, AGENTS OR AGENCIES, OR THE NEGLIGENT ACTS OR OMISSIONS, BREACHES OF CONTRACT, OR OTHER CLAIMS AGAINST THE CONSULTANT OR ITS EMPLOYEES, OFFICERS, SUBCONTRACTORS, AGENTS OR AGENCIES, ALL, WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON OR ENTITY.

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

5.2 Limitation of Liability. CONSULTANT shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to CITY and anyone claiming by, through, or under CITY for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to negligence, professional errors or omissions, strict liability, or breach of contract, or warranty express or implied of CONSULTANT (hereafter "CITY's Claims"), shall not exceed an amount in excess of its primary general comprehensive policy limits. Neither CONSULTANT nor the CITY will be

responsible to the other for any special, indirect, or consequential damages arising in any manner from the work or services. If no such insurance coverage is provided with respect to CITY's Claims, then the total liability, in the aggregate, of CONSULTANT to CITY and anyone claiming by, through, or under CITY for any and all such uninsured CITY's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident, \$1,000,000.00 in the aggregate.

5.3 Subcontractor's Indemnification. CONSULTANT shall require all of its sub-contractors to include in their subcontracts indemnity in favor of the CITY in substantially the same form as above, to the extent allowed by state law.

6.0 INSURANCE

6.1 Insurance Requirements. With no intent to limit CONSULTANT's liability or the indemnification provisions set forth above, the CONSULTANT shall provide and maintain certain insurance in full force and effect at all times during the term of this Contract and any extensions thereto. Such insurance is described as follows:

(A) Risks and Limits of Liability. The insurance, at a minimum, must include the following coverage and limits of liability:

COVERAGE

LIMIT OF LIABILITY

Worker's Compensation and

Statutory for Worker's Compensation

Employer's Liability

Bodily Injury by Accident
 \$500,000 (each accident)
 Bodily Injury by Disease
 \$250,000 (policy limit)
 Bodily Injury by Disease
 \$250,000 (each employee)

Comprehensive General:
 Including Broad Form
 Coverage, Contractual Liability
 Bodily and Personal Injury

Bodily Injury and Property
 Damage, combined limits of
 \$500,000 each occurrence
 and \$1,000,000 aggregate

Excess Liability

Bodily Injury and Property
 Damages, combined limits of
 \$500,000 each occurrence
 and \$1,000,000 aggregate

Automobile Liability Insurance
(for automobiles used by the CONSULTANT
in the course of its performance under this Contract,
including Employer's Non-Ownership and
Hired Auto Coverage)

\$500,000 combined single
limit per occurrence

Professional Liability Coverage

\$1,000,000 per occurrence
\$2,000,000 aggregate

Form of Policies. The insurance may be in one or more policies of insurance, the form of which must be approved by the CITY's Purchasing Manager, Financial Services Purchasing Division.

Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capacity consistent with the risks covered. Each issuer shall be subject to approval by the Purchasing Manager in his sole discretion as to conformance with these requirements.

Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability and Professional Liability, must name the CITY (and its elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Contract.

Deductibles. A policy may contain deductible amounts only if the Purchasing Manager approves the amount and scope of the deductible. CONSULTANT shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the CITY, its officers, agents, or employees.

Cancellation. Each policy must expressly state that it may not be canceled or non-renewed unless thirty (30) days advance notice of cancellation or intent not to renew is given in writing to the Purchasing Manager by the insurance company. CONSULTANT shall give written notice to the Purchasing Manager within five (5) days of the date upon which total claims by any party against CONSULTANT reduce the aggregate amount of coverage below the amounts required by this Contract.

Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in nature of subrogation to recover against the CITY, its elected and appointed officials, officers, agents or employees.

Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

Liability for Premium. If any of the policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate of waiver sufficient to establish that the issuer is entitled to look only to CONSULTANT for any further premium payment and has no right to recover any premiums from the CITY.

Subcontractors. CONSULTANT shall require all subcontractors to carry insurance naming the CITY as an Additional Insured and meeting all of the above requirements, to extent allowed by state law.

Proof of Insurance. Prior to beginning work under this Contract, the CONSULTANT shall furnish the Purchasing Manager 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. All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

“The insurance covered by this certificate will not be canceled, except after **thirty (30) consecutive calendar days** written notice of intent to cancel said insurance has been provided to the City of El Paso.”

Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that CONSULTANT, throughout the term of this Contract, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the CONSULTANT to comply with this requirement shall constitute a default and material breach of this Contract.

7.0 INDEPENDENT CONTRACTOR

7.1 The CONSULTANT is an independent contractor. Except as may be expressly and unambiguously provided in this Contract, no partnership or joint venture is intended to be created by this Contract, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or sub-consultants.

(A) As an independent contractor, the CONSULTANT understands and agrees that it will be responsible for its respective acts or omissions, and the CITY shall in no way be responsible as an employer to the CONSULTANT's officers, employees, agents, representatives or sub-contractors who perform any service in connection with this Contract.

7.2 The CONSULTANT shall not receive any compensation or benefits from the CITY, other than as expressly set forth in this Contract.

7.3 The CONSULTANT does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Contract.

8.0 REPRESENTATIONS BY THE PARTIES

8.1 The CONSULTANT represents and agrees to the following:

(A) That CONSULTANT shall comply with all applicable federal, state and local governmental laws, rules, regulations and all provisions of the City of El Paso Charter and Code of Ordinances, now existing or as may be amended, in the performance of its duties under this Contract.

(B) The CONSULTANT shall obtain and pay for all licenses, permits and certificates required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

(C) The CONSULTANT warrants that it is duly authorized and licensed to perform its duties hereunder in each jurisdiction in which it will act. The CONSULTANT further warrants that its employees, agents and sub-consultants shall maintain all required profession licenses during the Contract Term. If the CONSULTANT receives notice from a licensing authority of a suspension or revocation of a license of CONSULTANT's employee(s), agent(s) or sub-contractor(s), CONSULTANT shall immediately remove such employee, agent or sub-contractor from performing any further services under this Contract until such license is reinstated and in good standing. If the CONSULTANT fails to maintain such licenses or fails to remove any employee, agent or sub-consultant who performs services under this contract whose license has expired or been revoked or suspended, the CITY shall be entitled, in its sole discretion, to immediately terminate this Contract upon notice to CONSULTANT.

(D) The CONSULTANT warrants that the Services, and those of his subcontractor(s) will be performed in a professional manner in accordance with the applicable professional standards. The CONSULTANT gives no warranty, express or implied, as to the results of any recommendations made in any reports provided to the CITY under this Contract. The CONSULTANT will not be liable for any damages that result or are alleged to result from any recommendations or reports provided to the CITY under this Contract.

(E) The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty the CITY shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct

from the Contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

8.2 Force Majeure. If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty (30) days after the event or cause relied upon, then upon written notice after the thirty (30) days, the CITY reserves the right to cancel this contract without any further liability.

8.3 Cooperation Of City. The CITY will cooperate with the CONSULTANT in providing information relating to the CONSULTANT's scope of services and access to facilities. CITY is responsible to provide CONSULTANT, its subcontractors and/or its agents reasonable and safe access to all facilities and properties that are in the CITY's control which are subject to the work and Services contained in this Contract. CITY further agrees to assist CONSULTANT, its subcontractors and/or its agents to gain access to facilities and properties that are not controlled by the CITY which are subject to the work and services contained in this Contract.

If CONSULTANT is delayed in the commencement or completion of the work and/or services by failure by the CITY to cooperate with CONSULTANT in the timely completion of the work, then CONSULTANT shall provide written notice to the CITY of the existence, extent of, and reason for such delays. An equitable adjustment in the performance schedule shall be made as a result.

9.0 GENERAL PROVISIONS

9.1 CONSULTANT's Quality of Work. The CITY'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 services. The CONSULTANT's professional services shall be performed as expeditiously as is consistent with professional skill and care as well as the orderly progress of the RGMP and in accordance with the time periods established in **Attachment "B"** and shall be

adjusted, if necessary, as the RGMP proceeds. The CONSULTANT shall not, except for reasonable cause, exceed the identified time limits. The professional services provided by the CONSULTANT under this Contract shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

9.2 Confidential Work. The CONSULTANT recognizes that all materials to be prepared and all data received in connection with this Contract by the CONSULTANT shall be kept in strictest confidence. The CONSULTANT shall not divulge such confidential information except as approved in writing by the CITY or as otherwise required by law until publication of RGMP. The CONSULTANT shall establish a method to secure the confidentiality of records or information that the CONSULTANT may have access to in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the CITY's or its authorized representatives', right of access to records or other information under this Contract. If the CONSULTANT receives inquiries regarding documents within its possession pursuant to this Contract, the CONSULTANT shall immediately forward such request to the City Attorney's office for disposition.

9.3 Inspections. The CITY shall have the right to perform, or cause to be performed, (1) inspections of the books and records of the CONSULTANT related to the performance in creation of a RGMP, and (2) inspections of all places where work is undertaken in connection with this Contract. The CONSULTANT shall be required to keep such books and records available for such purpose for **at least five (5) years** after its performance under this Contract ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

9.4 Ownership. The RGMP generated by CONSULTANT as a result of its activity under this Contract shall remain at all times the property of the CITY. The data stored in the computer database and models shall also remain the property of the CITY. The CONSULTANT may use the RGMP prepared as an example of work produced.

9.5 Gratuities. The CITY may, by ten (10) day written notice to the CONSULTANT, cancel this Contract without liability to the CONSULTANT if it is determined by the CITY that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the CONSULTANT, or any agent or representative of the CONSULTANT, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the CITY, pursuant to this provision, the CITY shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the CONSULTANT in providing such gratuities.

9.6 Assurances. Whenever one party to the contract in good faith has reason to question the other party's intent to perform it may demand that the other party give written assurance of its intent to perform. In the event that a demand is made and no assurance is given

within five (5) consecutive calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

9.7 Assignment. Neither party may assign its rights or obligations under this Contract without the prior written consent of the other party hereto. Any attempted assignment or delegation by either party shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

9.8 Subcontractors. The CONSULTANT may subcontract with other competent entities to provide services required to be performed under this Contract. Any work or services approved for subcontracting hereunder, however, shall be contracted only by written contract and agreement and, unless specific waiver is granted in writing by the CITY, shall be subject by its terms to each and every provision of this Contract. Compliance by subcontractors with this Contract shall be CONSULTANT's responsibility. CONSULTANT shall submit a list, identifying the subcontractors who will perform services under this Contract, within ten (10) business days from the date of execution of this Contract. However, all subcontractors must be accepted and approved by the CITY in writing, and such consent shall not be unreasonably withheld.

Despite approval of a subcontract or subcontractor, the CITY shall in no event be obligated to any third party, including any subcontract of CONSULTANT, for performance of work or services, nor shall CITY funds ever be used for payment of work or services performed prior to the date of Contract execution or extending beyond the expiration date of this Contract or extensions thereto.

9.9 Survival. Each party shall remain obligated to the other under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of this Contract, including but not limited to the Indemnification provisions hereof.

9.10 Amendment and Waiver. The parties may amend this Contract at any time by mutual consent. Unless otherwise provided herein, this Contract may be amended only by written instrument duly executed on behalf of the CITY (by authority by the City Council) and CONSULTANT. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

9.11 Entire Agreement. This Contract, together with the Attachment(s) attached hereto, constitutes the entire agreement between the parties relating to the terms and conditions of the Contract. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Contract confers no rights on any person(s) or business entity(s) that is not a party hereto. This Contract shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Contract.

9.12 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address prescribed in the preamble of this Contract or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY: City of El Paso
Attention: City Manager
Two Civic Center Plaza, 10th Floor
El Paso, Texas 79901-1196

COPY TO: Development Services Department
Two Civic Center Plaza, 5th Floor
El Paso, Texas 79901-1196
Attn: Mathew McElroy, Military Growth & Expansion
Coordinator

CONSULTANT: Science Applications International Corporation (SAIC)
11251 Roger Bacon Drive, MS R-4-4
Reston, VA 20190
Attn: Michael Gossner, Sr. Contracts Representative

COPY TO: Science Applications International Corporation (SAIC)
11251 Roger Bacon Drive
Reston, VA 20190
Attn: Alina Martin, Technology Transfer Specialist

9.13 Governing Law and Venue. This Contract shall be governed by the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City of El Paso. Both parties agree that venue for any litigation arising from this Contract shall lie in El Paso, El Paso County, Texas.

9.14 Legal Construction. All agreements and covenants contained in this Contract are severable. Should any term or provision of this agreement be declared invalid or illegal by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid or illegal portion had not been included. Where the context of the Contract requires, the singular shall include the plural and the masculine gender shall include feminine.

9.15 Counterparts. This Contract may be executed in one or more counterparts; signature pages may be detached from such separately executed counterparts and reattached to other counterparts, each of which counterparts when executed and delivered shall be an original and all of which shall together constitute one and the same instrument.

Each person signing below represents that he or she has read this Contract in its entirety (including any and all Attachments); understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first written above.

CITY OF EL PASO:

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:



Mathew McElroy
Military Growth and Expansion Coordinator
Development Services Department

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION:

By: 

Name (Printed): Michael S. Gossner

Title: Sr. Contracts Representative

ATTACHMENT "A"

SCOPE OF SERVICES

I. WORK PLAN FOR PERFORMING REGIONAL GROWTH MANAGEMENT PLAN TASKS

A. Existing Conditions Assessment

1. CONSULTANT will review relevant documents and information immediately available from the CITY pertaining to growth management and current planning activities.

- (a) Existing relevant secondary data sources, plans, and conditions include the following: City of El Paso 2050 Proposed Thoroughfare System Plan, El Paso MPO Metropolitan Transportation Plan, MPO Transportation Improvement Program, El Paso Affordable and Attainable Housing Analysis, Fort Bliss Housing Market Analysis, Fort Bliss Community Development and Management Plan, El Paso Region Demographic Pack, Economic Impact of Growth at Fort Bliss, Army Family Housing Master Plan (AFHMP), Draft Title 19: Subdivision Regulations, Land Study for Northeast PSB Properties, 2006, Smart Growth Plan for the Northeast, 2007, Towards a Bright Future: A Green Infrastructure Plan for El Paso, Texas, 2007, Northwest Upper Valley Plan, 2004, Integrated Water Management Strategies for the City and County of El Paso, 2006, and Far West Texas Water Plan, 2006.
- (b) Forthcoming studies including additional relevant studies will be provided by the CITY and CONSULTANT's sub-contractor, The Institute for Policy and Economic Development (IPED) at the University of Texas at El Paso, while CONSULTANT will collect other studies and data needed for this effort.
- (c) All relevant information collected during the preparation of the RGMP will be catalogued and stored in a central site, accessible to sub-contractors and the CITY.

2. CONSULTANT will conduct a Kick-Off Meeting with the MGEC and CONSULTANT's Program Manager, Local Liaison, and Principal Investigators.

- (a) The purpose of the meeting will be to understand roles and responsibilities, identify relevant available data and reports, define data gaps and how to fill those gaps, identify key points of contact, establish protocol for communication and the review of interim products, confirm schedule and critical path milestones, and identify stakeholders to be engaged in the planning process.
- (b) The meeting will also be used to define how the CITY wants to include stakeholders and the public in the planning process, including the anticipated level of their participation in visioning, defining shared values, formulating goals, and

setting priorities. This information will then be used to define methods, meeting formats, consensus-building techniques, and timelines for public and stakeholder involvement for the public participation plan.

3. CONSULTANT will conduct preliminary issue identification, to include interviews (the internal scoping process) through meetings with key CITY personnel, elected officials and policy makers, and Team Bliss representatives to gather input and perspectives about growth management issues.

- (a) These interviews will also be used to gather information to describe the status of Base Realignment and Closure (BRAC) related planning efforts in the community (both past and current) and to gain a deeper understanding of the organizations and issues involved.
- (b) In addition, CONSULTANT will meet one-on-one with stakeholder groups, individuals, and local organizations in El Paso, Doña Ana, and Otero counties to collection information.
- (c) Native-Spanish speaking translators from CONSULTANT's El Paso office will be utilized as needed for meeting with Hispanic stakeholders. CONSULTANT will also use state and local databanks to access relevant information.

4. CONSULTANT will submit a preliminary report assessing Existing Conditions relevant to growth management, which will also serve as the introductory chapter for the RGMP.

- (a) For the report, CONSULTANT's resource specialists will review existing information and plans and develop a brief synopsis for each of the subsequent RGMP chapters including:
 - Brief assessment of adequacy and relevance of current information.
 - Review of recent and current planning and development initiatives for the El Paso community (including a status of these efforts) and current planning activities.
 - Description of ongoing land use/area development, infrastructure, and community service-related plans and their scope.
 - Compilation and statement of key issues and challenges (gathered from internal scoping and interviews) pertaining to growth management for El Paso.

B. Public Involvement and Community-Military Partnering Organization (CMPO) Structure

1. In conjunction with the CITY, Team Bliss, and sub-contractor Two Ton Creativity, CONSULTANT will develop a public communications/involvement plan (the "communications plan"). CONSULTANT will develop a multi-level process that will solicit

public input and review for all elements of the RGMP. The communications plan will consist of the following elements:

(a) Key Stakeholders. The communications plan will define how to engage key stakeholders both to contribute to the development of the RGMP and to garner their support for it before it is finalized. CONSULTANT anticipates that it will conduct interviews/meetings during the project with key stakeholders in the community including: (1) real estate developers and brokers; (2) city and county officials; (3) school superintendents; (4) base command staff; (5) business leaders, and (6) various other community leaders.

(b) Website. The communications plan will include recommendations on how to engage the public via the internet. CONSULTANT will design a website for the RGMP, which will be implemented and maintained by the CITY. The website will be interactive, linked to the existing CITY homepage with information in both English and Spanish on the purpose of the RGMP, FAQs, timelines, meeting dates, a place to submit comments and other pertinent data. CONSULTANT will work with the CITY'S Information Technology staff to define layout and content so as to be consistent with other city-hosted websites, and to ensure accessibility to the visually handicapped. CONSULTANT understands that the website developed under this Contract will be used as both a public outreach/communication and internal program management tool. The greater community will have access to the public portion, while designated team members will be able to access a second level using a password. The proposed website will be modeled after, but not a copy of, the Bragg Regional Planning Task Force website (BRACRFT.com). CONSULTANT will provide an initial draft model (off-line) and a final, operational model (on-line). Once the on-line version has been provided, it shall be the responsibility of the CITY'S Information Technology staff to keep the site updated and sustained.

(c) General Public Meetings. The communications plan will define the types of public meetings best suited to gathering inputs and communicating impacts and strategies to the general public. CONSULTANT will conduct two rounds of meetings with the public within the Contract period of performance. The first round will occur at the beginning of the project and would seek public input about local growth concerns. These meetings will include an overview of the growth management planning process and a review of Fort Bliss's expansion plans and the range of potential growth impacts. Towards the end of the project, a second series of community meetings will be held to review the draft RGMP. CONSULTANT will conduct three distinct types of meetings: (1) full team meetings in which the entire RGMP (or plans for its development) will be presented in depth in a large public forum with all CONSULTANT'S principal investigators present to answer questions; (2) public hearings in which public comments will be formally solicited; and (3) informational meetings in which elements of the RGMP (or the plan in its entirety) will be informally discussed with a small audience, such as at a local school board meeting or chamber of commerce luncheon. CONSULTANT will work together with the MGEC to determine which types of meeting formats are most suitable and when and where they should be held.

(d) Printed Literature. The communications plan will recommend and develop specific types of printed literature for distribution to inform the public about the RGMP. CONSULTANT will couple literature content and depth with delivery method and audience interest level to enable effective communication with various segments of the public. This literature will be targeted to inform individuals who do not have the resources or the opportunity to access the CITY's websites. CONSULTANT will develop prototype literature and then upon approval by the MGEC will finalize content and provide to the CITY for reproduction and distribution. CONSULTANT will also publish a CMPO newsletter.

(e) Media Relations. The communications plan will define a structured approach for providing the media with information regarding the development and the contents of the RGMP. The timing of press releases will be synchronized to both the RGMP development schedule and publication deadlines as required. CONSULTANT will assist the CITY with preparing press releases regarding the planning process for release by the CITY to the region's media outlets, including the El Paso Times, local radio and other venues in the surrounding communities.

2. CONSULTANT will evaluate other CMPO structures in place in growth communities and make recommendations to the CITY regarding possible structures to consider. For example, CONSULTANT will evaluate whether El Paso might benefit from a two-tier CMPO structure similar to the one used in Maryland. CONSULTANT will also address whether El Paso should establish a public/private authority that includes both public and nonprofit corporations with joint powers authorities. CONSULTANT agrees that the CMPO structure will be developed and built with input from the MGEC.

3. CONSULTANT will provide the following deliverables through this task:

- Public communications/involvement plan
- Briefing charts for presentation to individuals and groups
- Advertisement text for public meetings
- Event display posters
- Draft text for press releases
- Print material masters for reproduction, including brochures and fact sheets
- Website design
- White paper defining recommended CMPO structure

C. Economic Development

1. CONSULTANT will use a combination of models including both I-O and Computable General Equilibrium models (CGE) to model the potential impacts on the regional economy through 2020. The choice of modeling approaches will be determined in concert with the MGEC.

2. CONSULTANT will use three growth scenarios (low, medium, and high) to capture uncertainty regarding baseline population growth: the high scenario will be based on the higher industry impacts and the medium scenario will be based on the latest Department of Defense projections of personnel movements. The low scenario will be based on extended deployment schedules for troops to be stationed at Fort Bliss. All three scenarios will be based on the best available data at the time model simulations are to be initiated. CONSULTANT will examine BRAC and non-BRAC specific effects on industries at detailed NAICS (North American Industrial Classification System) levels.

3. CONSULTANT will develop a supply chain strategy for Fort Bliss-related and non-Fort Bliss purchases to assist in determining where opportunities exist to increase regional economic activity by local suppliers.

4. CONSULTANT will identify detailed industry impacts that arise from both installation specific purchases and payroll (civilian and federal military) through 2020.

5. CONSULTANT will develop a full forecast based on the low, medium, and high growth scenarios. The forecast will generate a baseline database to be used in determining scenarios, simulations, and forecasts related to BRAC impacts. CONSULTANT will purchase for the CITY the REMI 70 sector model software along with the detailed occupation matrix. CONSULTANT's sub-contractor IPED shall purchase a license that gives the MGEC access to REMI. CONSULTANT and IPED will coordinate with the MGEC to select the license option that best meets the CITY'S requirements. The CITY acknowledges that annual model maintenance or license costs for REMI after the first year of ownership are not included in the cost for services in this Contract. CONSULTANT confirms that the REMI modeling will include El Paso and Doña Ana counties.

6. CONSULTANT will provide the following deliverables through this task:

- Regional baseline forecasts with and without BRAC effects.
- Scenarios based on state demographer population estimates.
- Industry and sector forecasts focusing on labor and workforce.
- Industry and sector forecasts examining gaps in regional supply chains that could be filled to enhance the regional economy.
- Linking forecasts and data collection to southern New Mexico and consideration of Ciudad Juarez, Chihuahua in model results.

D. Future Land Use

1. CONSULTANT will begin work on future land use by meeting with the CITY's contractor currently evaluating land use for the CITY. CONSULTANT will evaluate how their scope of work and schedule for delivering work products meshes with the nominal work plan and schedule defined in this Contract and adjust the work plan and schedule as appropriate.

2. CONSULTANT will review existing land use patterns, historical development trends, and the results of the separate contract assessing land use.

(a) CONSULTANT will evaluate how this land use study addresses the impacts of Fort Bliss on land use, in conjunction with infrastructure for utilities and transportation systems throughout the El Paso region to support the three levels of growth projections addressed in the Economic Development task.

(b) In addition to the area-wide growth impacts, CONSULTANT will take into account the mission at Fort Bliss and any compatibility issues along the installation perimeter, as well as operations within the base that may impact contiguous or nearby development.

(c) CONSULTANT will utilize the Fort Bliss Supplemental Programmatic EIS discussion of land use within the Department of Defense facility to better understand the implications of recently approved base land use changes on contiguous or nearby development.

(d) CONSULTANT will identify Fort Bliss command objectives as they may influence development surrounding the installation including anticipated mission changes and associated time frames.

(e) CONSULTANT will establish communications channels with the Fort Bliss master planner and command representatives for ongoing dialogue throughout the project.

3. CONSULTANT will identify impediments to development and offer alternatives that can overcome these barriers to sustainable growth.

(a) CONSULTANT will utilize available data from the greater El Paso study area to create overlays of development constraints and environment conditions.

(b) CONSULTANT will classify impediments to development as to severity and options for mitigation. CONSULTANT will assess such mitigating actions in terms of cost, sequence/phasing, constructability and impact if not completed.

(c) CONSULTANT will make recommendations for possible changes in policies and guidelines to allow the development potential to be optimized and meet the projected growth demands.

(d) CONSULTANT will identify those areas most suitable for development, based upon the considerations listed above, and prioritize them according to the growth scenarios established in the previous land use study.

(e) CONSULTANT will incorporate infill and redevelopment as a development strategy and will analyze all elements of infrastructure to identify any reuse opportunities as well as constraints.

4. CONSULTANT confirms that the future land use plan will focus on total annexable land in the region by the City of El Paso. Data and maps derived from this project will be used in all high, medium, and low growth scenarios.

5. CONSULTANT will provide the CITY with Community Viz and populate Community Viz with the outputs from the REMI model as well as the GIS land use analyses. The parties acknowledge that Community Viz allows the user to conduct integrated land use planning analyses, which would require extensive validation of a variety of parameters. However, under the scope of services for this Contract, CONSULTANT's land use planning analyses will be as stated and it is not anticipated that CONSULTANT will use the Community Viz application as part of its analysis.

6. CONSULTANT will provide REMI training for CITY staff as well as additional costs for Community Viz training. CONSULTANT anticipates that training will consist of multi-day workshops in El Paso, Texas.

7. CONSULTANT confirms that its future land use analyses will include an alternative land use scenario applying those strategies to the scenario Halff Associates has provided to the CITY.

8. The scenarios will be entered into the MPO travel demand model and explicitly compared.

9. CONSULTANT acknowledges that no joint land use study exists for Fort Bliss.

10. CONSULTANT will provide the following deliverables through this task:

- Integration of the results of the previous land use study into the Future Land Use chapter of the RGMP.
- Summary assessment of whether future land use areas, projected by the previous land use study, are compatible with the Fort Bliss mission, infrastructure concerns and annexation plans.
- GIS maps delineating future land use for comparison with maps to be developed for transportation, public utilities, emergency services and quality of life resources. GIS maps and tables generated by CONSULTANT will reflect project land uses, estimated population, employment and housing, based upon data in the previous land use study and data available from the CITY, Metropolitan Planning Organization (MPO), and other local agencies.

E. Circulation and Traffic

1. CONSULTANT will analyze the existing roadway network, traffic control, vehicular and pedestrian volumes, demand and circulation patterns in conjunction with the

proposed/planned transportation improvements that have already been identified by the CITY, MPO, and any other municipal, county or state transportation agencies.

(a) CONSULTANT's traffic planners will evaluate projects in regard to three growth components: 1) population growth, 2) employment, and 3) Fort Bliss growth, identifying issues with post access, traffic flow during peak periods, existing and future land uses generating increased traffic demand and land use patterns being driven by transportation corridors.

(b) CONSULTANT will review available transportation components of long range planning studies and utilize them as appropriate considering the existing and future transportation system on Fort Bliss and its integration with the CITY's arterial network.

(c) CONSULTANT's traffic engineers will analyze data available from Fort Bliss on the traffic volumes and travel patterns within the post to identify the post peak periods, duration of the peak periods, the post peak vs. conventional peak, percent distribution of Fort Bliss traffic along primary city arterials, capacity and Level of Service (LOS) of primary arterials and local roads that connect to the post, access gate locations, entry and exit demand and gate capacity.

2. CONSULTANT will compare the growth projections from the MPO Traffic Analysis Zones (TAZs) with the land use growth scenarios. CONSULTANT's traffic engineers will analyze current and projected future traffic volumes within the study area to identify challenges that may impact development. The proposed vision for development of the study area will include a phased transportation plan to complement the land use and density elements of the RGMP.

3. CONSULTANT will work with the MPO staff to allocate the jurisdictional growth to TAZs within the existing regional transportation model. This may require a review and modification of the centroid loading of the TAZs. CONSULTANT will request that MPO staff run the regional model with the revised socio-economic information and provide the output from the regional transportation model as well as the derived A.M. and P.M. peak period volumes for the key highway interchanges. CONSULTANT will use the results of the updated regional model and analyze the levels of service for various key interchanges that may directly be impacted by the anticipated increase in development. Each interchange will have its Levels of Service (LOS) analyzed for the A.M. peak and P.M. peak periods.

4. CONSULTANT will review traffic modeling results from the MPO for each growth scenario (high, medium, and low) to identify the most critical areas and to determine phasing of transportation improvements. The phasing will be used to prioritize funding and to identify land use strategies that may be used as growth management tools. CONSULTANT will develop preliminary cost estimates for the transportation improvements and will identify potential funding sources.

5. CONSULTANT confirms that traffic planning under this task will consider high, medium, and low growth scenarios.

6. CONSULTANT will provide the following deliverables through this task:

Production of the Circulation and Traffic chapter of the RGMP, which will include:

- A summary of proposed transportation system improvements and their timing in conjunction with the three scenarios for projected growth.
- A summary of the accessibility problems and strategies to address such problems under the three growth scenarios.
- Alternative transportation/land use strategies, with comparative costs.
- GIS overlays illustrating the proposed transportation improvements.
- A list of funding options for transportation projects, developed in conjunction with local, state, and federal elected officials.

F. Public Utilities and Infrastructure

1. CONSULTANT will analyze public utilities and infrastructure systems within the region as very critical components of the RGMP.

(a) CONSULTANT's engineers will address water, sanitary sewer, storm sewer, power, telephone, and waste disposal services. Current service levels, reserve capacity and future requirements to meet the demands of the three growth scenarios identified will be addressed by the CONSULTANT using information provided by local utilities (e.g., El Paso Electric Company, El Paso Water Utility, El Paso Natural Gas, and county- and city-provided services). CONSULTANT's infrastructure engineers will use total requirements for the three growth scenarios to determine shortfalls that must be met with additional capital investment.

(b) CONSULTANT will identify potential funding sources for these projects for phased implementation and where possible, alternative solutions through regional collaboration to provide some services to meet future demands.

2. CONSULTANT will map service areas and carrying capacities using GIS applications to assist with determining proposed phasing for development in the study area.

(a) CONSULTANT will identify current capacities and planned expansions of systems to determine the extent of development that can be supported within the study area and within what time frame.

(b) Once the service areas are delineated, the CONSULTANT will compare the service areas and utility networks to projected land use patterns and transportation plans to reflect a composite graphic for each development area. The objective will be to identify areas that can accommodate maximum growth with minimum infrastructure costs for utilities and transportation. Using these

composite graphics, CONSULTANT will then characterize the proposed development areas to the type of growth and priority for phasing.

3. CONSULTANT will provide the following deliverables through this task:

Production of the Public Utilities and Infrastructure chapter of the RGMP, which will include:

- An analysis of existing public utilities and infrastructure capacity, current utilization, and future demand to serve the three growth scenarios.
- GIS maps of the service areas for each utility for comparison as overlays with land use and transportation maps.
- Identification of potential opportunities for regional collaboration.
- A list of strategies to meet any growth shortfalls and potential funding sources.

G. Regional Housing Assessment

1. CONSULTANT will implement a regional housing assessment that follows the Department of Defense guidelines to determine base Housing Requirements and Market Analyses (HRMA). These guidelines establish procedures for estimating community supply and demand for housing, military demand for housing, and comparing demand and supply in a dynamic model that accounts for civilian housing turnover through time as well as military staff turnover.

- (a) CONSULTANT will develop current and projected estimates of residential housing supply and civilian demand for housing using data in the El Paso Affordable and Attainable Housing Analysis that was completed under a separate contract in 2006, the most recent Army Housing Requirements and Market Analysis Study, CONSULTANT's own research regarding new construction plans and opportunities, REMI model forecasts, and U.S. Bureau of Census housing and population data. These supply projections will reflect the low, medium, and high growth scenarios developed for the RGMP.

- (b) CONSULTANT will consider potential impacts of transportation alternatives on the civilian demand component, especially how the alternatives affect access to affordable housing.

- (c) CONSULTANT will contact regional developers and personnel in the CITY Departments of Community and Human Development and Planning to obtain estimates and locations of planned developments, including affordable housing projects, in the market area.

- (d) The Department of Defense market analysis model will determine the extent to which affordable housing enters the market segments assigned to military families by price (based on the basic allowance for housing or BAH) and

dependents. CONSULTANT will develop projections of Department of Defense demand for community housing and on-base housing requirements through contacts with Fort Bliss Housing Director and staff that typically function as HRMA points of contact. CONSULTANT will conduct a housing market analysis using the model that the Department of Defense uses for HRMAs, which balances supply and demand in market segments that are defined by price and size (i.e., number of bedrooms) to identify potential shortages in community housing.

(e) In addition to conducting the housing market analysis, CONSULTANT will identify state, local, and federal efforts to fund accessible and affordable housing projects that are in proximity to military installations.

(f) CONSULTANT will clarify with the MGEC whether this research is intended to include subsidized housing units, which may not be included in market segments available to military families in the HRMA analysis.

2. CONSULTANT acknowledges that a housing market analysis was completed in 2006 by Fort Bliss and that the Department of Defense focuses primarily on rental units. CONSULTANT'S analysis will also include consideration of the purchase market (both existing housing stock and new). CONSULTANT will consider strategies that make all housing more affordable to military and existing El Paso families (i.e., military specific development, down payment assistance, lower cost loans, area specific housing programs, redevelopment funds).

3. CONSULTANT will consider REMI based growth trends for population and housing under this task.

4. CONSULTANT will provide the following deliverables through this task:

Preparation of a stand-alone report on Housing Marketability, Affordability, and Accessibility Study, using a format similar to the HRMA studies CONSULTANT regularly prepares, which uses a cost-effective template reporting format, that contains the following:

- A description of the regional socio-economic (e.g., population and employment), housing market, and military data.
- A description of the analysis method.
- The study findings regarding current and projected availability of affordable housing to accommodate growth.
- A study summary to include as a chapter in the RGMP.

H. Education

1. CONSULTANT and sub-contractor IPED will coordinate with Educational Service Center (ESC) Region 19 and Educational Partners Consortium (a standing regional education advisory group) to obtain and synthesize the data needed for the impact analysis and subsequent planning efforts for the following independent school districts (ISD): El Paso, Ysleta, Socorro, Clint Canutillo, Anthony, Tornillo, Fabens, San Elizario, and Gadsden.

(a) CONSULTANT will combine REMI population forecasts, educational cohort estimates, and land use and development growth plans to assess absorption capacity of current (and planned) schools. Based on this assessment, CONSULTANT will identify where schools will be needed and at what rates new schools will need to be brought on-line to absorb baseline and BRAC-related growth under high, medium and low growth scenarios.

(b) Findings from the data will indicate areas to target for capital investments and new staff as well as the timing of those investments and annual revenue requirements.

(c) CONSULTANT will work with the CITY and school district representatives to characterize the potential types and sizes of new schools, which will be included in the estimates for capital investment and annual funding requirements. CONSULTANT will compare these requirements with available bond and tax revenue resources to identify potential funding shortfalls specific to educational expenses.

(d) To the extent feasible, CONSULTANT will incorporate details on incoming Army personnel to refine its estimates of the growth in school-age population.

2. CONSULTANT will identify potential funding sources at the local, state, and national levels, including the Department of Education and Department of Defense, and provide guidance tailored to the anticipated type of funding shortfalls. Examples of strategies and guidance can include aligning school district growth estimates with Texas Education Agency (TEA) efforts to document BRAC impacts to ensure the TEA can lend its support to regional needs (e.g., access to state funding), and provide federal grant funding information and application guidance for school districts.

3. CONSULTANT will identify other strategies to help alleviate the potential shortages in teachers. The planning strategies CONSULTANT develops in conjunction with educational stakeholders at the district, region, and state level will depend on the type, location, and timing of potential infrastructure and staffing shortfalls.

4. CONSULTANT and sub-contractor IPED will utilize assessment of the Fort Bliss-related pool of potential teachers-including but not limited to spouses and retirees- that IPED is developing under a separate contract.

5. CONSULTANT will complete econometric impact estimates on the public higher education system in the region, to include at a minimum, the University of Texas at El Paso (UTEP), New Mexico State University (NMSU), El Paso Community College (EPCC) and Doña Ana Community College under the three growth scenarios.

6. CONSULTANT will provide the following deliverables through this task:

Production of the Education chapter of the RGMP, which will include:

- Description of the data used in the impact analysis including regional forecasts of school age cohorts, enrollment forecasts by district, capacity estimates of current and planned schools.
- Description of the analysis method for assessing demand for school districts to incorporate military family demographics into future planning efforts.
- Analysis results indicating where and when student enrollment growth exceeds capacity limits.
- Recommendations for a unified plan to address structural and staffing issues including capital investment estimates, strategies to augment the supply of teachers, including those among military spouses, and strategies to address potential capital or annual funding shortfalls.

I. Subdivision Ordinance Analysis and Rewrite

1. CONSULTANT will review the new Subdivision Ordinance and public comments received on the draft rewrite released earlier this year and meet with city planners and key stakeholders to gain insight into local land development issues and concerns. CONSULTANT will prepare a summary of findings describing how the changes fit within the objectives of the RGMP.

2. CONSULTANT will provide the following deliverables through this task:

Production of the Subdivision Ordinance Analysis and Rewrite chapter of the RGMP, which will include:

- An evaluation of the new Subdivision Ordinance with regard to its relationship to the RGMP.
- An analysis of impacts on the new regulations on quality of life issues, specifically any changes in parks and open space.
- An assessment of the anticipated impact of the new regulations on development costs in general and on off-base, affordable military housing in particular.

J. Health and Social Services

1. CONSULTANT will utilize a recognized expert to oversee this task. CONSULTANT has identified a number of experts and will review these individuals with the MGEC for approval of the selection by the MGEC

2. CONSULTANT and sub-contractor IPED will estimate demand for health care services for the three growth scenarios and include demand growth for Fort Bliss personnel based on information obtained from the base. CONSULTANT's sub-contractor IPED will use

service supply and demand projections to identify service shortfalls, including the degree to which BRAC-related growth leads to shortfalls above baseline conditions. After identifying these shortfalls, CONSULTANT will develop an action plan with recommendations for needed investment in infrastructure and strategies for workforce development.

3. CONSULTANT will investigate unique possibilities to respond to specific types of staffing shortages through regional coordination with local higher education institutions, private medical centers in the region, and the proposed Medical Center of the Americas (MCA).

4. CONSULTANT will provide the following deliverables through this task:

Production of the Health and Social Services chapter of the RGMP, which will include:

- An assessment of current and planned health and social services.
- Projections of demand for services for the three growth scenarios including BRAC-related growth.
- Estimates of shortfalls in services by type.
- An action plan with recommendations for options to address medical professional shortages through coordinated regional and international cooperation among educational institutions.

K. Public Safety and Emergency Services (Fire, Police, Ambulance)

1. CONSULTANT will analyze the impact of expected growth (both volume and location) on demand for public safety and emergency services. CONSULTANT will suggest ways to meet and fund these growing needs.

2. CONSULTANT will assess current service levels of public safety and emergency services through the region, using available measures of performance and capacity, such as staffing, budget, response times, call and response volumes, and case loads.

(a) CONSULTANT will primarily use information from past International Standards Organization (ISO) evaluations and discussions with public safety and emergency services staff, leadership, and other key stakeholders to assess local satisfaction with existing service levels.

(b) CONSULTANT will also utilize research reports and publications by the American Planning Association (APA) and the International City/County Management Association (ICMA) as sources of “best practices” for these services.

3. Using the results of the Economic Development, Future Land Use and Regional Housing Assessment tasks, CONSULTANT will compare the current capacity of public safety and emergency services to the expected future demand.

(a) CONSULTANT will identify deficiencies and need improvements, including capital investments. Using information from the Circulation and Traffic

task and Public Utilities and Infrastructure task, CONSULTANT will describe the infrastructure requirements of public safety and emergency services, and provide an assessment of whether current and planned infrastructure will be adequate to support the increased demand for public safety and emergency services.

4. CONSULTANT will provide recommendations for addressing deficiencies and necessary improvements.

(a) CONSULTANT's planners will address issues such as bolstering departmental capacities and the anticipated costs involved.

(b) CONSULTANT will identify capital improvements required to maintain the desired service level for each of the three growth scenarios used in the Future Land Use task and make recommendations for programming the improvements into the capital improvement plan (CIP) along with potential sources of funding.

5. CONSULTANT will provide the following deliverables through this task:

Production of the Public Safety and Emergency Services (Fire, Police, Ambulance) chapter of the RGMP, which will include:

- An overview of current conditions and projected future demands in public safety and emergency services.
- Recommendations for addressing deficiencies and needed improvements, including an assessment of the infrastructure needed to support these improvements.
- A discussion of implementation options including area where regional coordination of services would provide greater benefits.
- A timeline that prioritizes needed improvement through the year 2020

L. Quality of Life

1. CONSULTANT and sub-contractor IPED will prepare an inventory of current and planned resources associated with quality of life (e.g., parks, recreation facilities, open space, and cultural resources). CONSULTANT anticipates using information from regional parks and recreation departments and land use planning information to identify amenities. CONSULTANT will integrate Fort Bliss's Morale, Welfare and Recreation (MWR) activities into the inventory.

2. CONSULTANT will review existing IPED Quality of Life Studies and link them to, among others, industry recruitment needs (i.e., REDCO and City efforts). CONSULTANT will use the CITY'S and IPED's Quality of Life surveys to identify what key community interests are linked to quality of life measures and may be affected by each area of the RGMP.

3. CONSULTANT will estimate demand for amenities using the three growth scenarios. For military residents, CONSULTANT will use the information obtained for the

housing market analysis to characterize the demographic make up of military residents including new troops coming to Fort Bliss (e.g., approximate ages and number of dependents). CONSULTANT will review how other communities have successfully responded to major troop increases with regard to parks, recreational, and cultural resources when we estimate the incremental BRAC-generated demand.

4. By comparing the inventory of resources with future demand, CONSULTANT will identify where enhancements might contribute most to regional quality of life. CONSULTANT will develop a set of indicators that reflect the priorities of stakeholders using the amenity supply and demand data collected, relevant information from the Quality of Life surveys, and stakeholder inputs. CONSULTANT will document its methods and recommendations for opportunities to develop new recreational facilities, green and open spaces, and cultural facilities.

5. CONSULTANT will obtain information from the CITY to evaluate the effectiveness of previous Quality of Life Bonds passed in El Paso and compare the outcomes with efforts in communities of similar size.

6. CONSULTANT confirms that Quality of Life indices will be developed for future measurement of index components.

7. CONSULTANT confirms that Quality of Life will be considered beyond BRAC impacted communities.

8. CONSULTANT will provide the following deliverables through this task:

Production of the Quality of Life chapter of the RGMP, which will include:

- An inventory of resources associated with quality of life (e.g., parks, recreation facilities, open space, and cultural resources).
- Estimates of future demand for amenities.
- Assessment of potential shortfalls in amenities and priority quality of life indicators.
- Recommendations for investments and specific projects to benefit Fort Bliss personnel.
- Evaluation of the effectiveness of previous Quality of Life bonds compared to other BRAC impacted communities.

M. Compatibility and Buffer Zones

1. CONSULTANT will assess uses of land, air, water, and other resources in the areas adjacent to Fort Bliss as to compatibility with proximate operational areas and functions within the base and BRAC-related changes to land use such as those evaluated in the Fort Bliss Supplemental Programmatic EIS to determine the adequacy of existing buffers and identify the need for additional buffer space.

2. CONSULTANT will review air operations at Biggs Army Airfield, as well as those at the adjacent El Paso International Airport, for noise and safety impacts within the community. CONSULTANT will evaluate other training operations throughout Fort Bliss regarding any impacts on surrounding development, which may include noise, vibrations, traffic, air quality, and other environmental impacts.

3. CONSULTANT will identify appropriate types of use for designated buffer zones, such as open space, recreation areas, conservation areas, and other passive land uses. CONSULTANT will accomplish this by aligning feasible buffer zone uses with public preferences among alternatives. CONSULTANT will consolidate the input for consideration in conjunction with future land use and present the results in follow-up discussions to reach consensus.

4. CONSULTANT anticipates that the results of this effort will serve as a basis for working with the Office of Economic Adjustment to determine if a full Joint Land Use Study (JLUS) is warranted.

5. CONSULTANT will provide the following deliverables through this task:

Production of the Compatibility and Buffer Zone chapter of the RGMP, which will include:

- An analysis of land use compatibility and the distribution of buffer zones surrounding Fort Bliss.
- Identification of existing buffer areas by type and function and evaluation as to effectiveness in the three growth scenarios.
- GIS overlays reflecting land use conflicts, existing buffer zones and requirements for new buffers.
- Recommendations for filling the gaps in buffer zone requirements through cooperative efforts with Fort Bliss installation planners and the environmental directorate to utilize the Army Compatible Use Buffer Program and with strategies developed with regional partners (state and federal agencies and non-profit groups).

N. Fiscal Impact Analysis

1. A fiscal impact analysis is underway under a separate contract that deals partly with impact fees for new development. CONSULTANT will review that fiscal impact analysis when it is completed to evaluate its analysis methods, assumptions, data, and conclusions. Of particular interest will be whether the impact fees reflect potential infrastructure costs developed in other tasks (e.g., Public Utilities and Infrastructure, Education, and Public Safety and Emergency Services).

2. CONSULTANT will develop estimates of potential property tax and sales tax revenue for the economic impact scenarios (high, medium, and low growth scenarios).

3. As the shortfalls and associated funding needs are identified, CONSULTANT will work with the CITY to identify potential sources of funds from Congress, Department of Defense, the Office of Economic Adjustment, the Army, and others as applicable: e.g., National Guard Bureau, the Department of Homeland Security, the Department of Transportation, the Department of Commerce, the Department of Housing and Urban Development, the Department of Education, the Department of Labor, and other applicable federal agencies that are of interest to the CITY. CONSULTANT will also review Texas State government programs for potential funding sources.

4. CONSULTANT will work with the CITY to explore approaches to remedy projected funding shortfalls through existing government programs aimed at BRAC-generated issues as well as community-oriented programs focused on education, health care, social services, and quality of life issues. CONSULTANT will identify program alterations or amendments that the CITY can pursue in its work with the Governor's Texas Military Preparedness Commission legislative coalitions.

5. CONSULTANT will provide the following deliverables through this task:

Production of the Fiscal Impact Analysis chapter of the RGMP, which will include:

- A summary of CONSULTANT's review and findings regarding the impact fee study.
- Method for estimating the potential impact of BRAC-related growth on property and sales tax revenues under the three growth scenarios.
- Options to enhance funding tailored to the identified types of funding gaps.

O. Action Plan

1. CONSULTANT will prepare an Executive Summary of the RGMP and an action plan with steps for implementing the RGMP.

2. The primary outcome of this task will be a detailed action plan that clearly identifies the following for each action:

- A description of the recommended action.
- The entity or entities responsible for implementation.
- Opportunities for regional coordination.
- Desired timeframe for implementation (including phasing, if possible).
- Personnel and other resources required.
- Relevant order of magnitude or unit costs for capital improvements.
- Funding sources or financing strategies.

- Relevant quantifiable indicator to measure implementation progress.

P. RGMP Document Preparation

1. CONSULTANT acknowledges that the work plan, anticipated outcome outline, and communication plan for each task section must be approved by the MGEC, although there may be different CITY and non-CITY contacts under each task.

2. All task sections will adhere to the low, medium, and high growth scenarios. The high scenario will be based on the higher industry impacts. The medium scenario will be based on the latest Department of Defense projections of personnel movements. The low scenario will be based on extended deployment schedules.

3. Most recent data will be used in the final RGMP. CONSULTANT will generate new graphics, tables, etc that will be based on current data. CONSULTANT will incorporate any new data available prior to the initiation of work on that specific task area. Data generated after that date will not be incorporated.

4. CONSULTANT will compile the information for each of the chapters prepared for the service areas defined in the scope of services, including a summary of the public participation process. Each chapter author will be responsible for condensing material for the final report. Topical sections will be arranged with the same organizational headings for a cohesive presentation. The report will include the Summary and final Action Plan.

5. CONSULTANT will integrate the components and unify presentation of maps and charts into user-friendly and cohesive report. CONSULTANT will distribute the draft RGMP to the CITY for internal review and comment. CONSULTANT will provide a comment response matrix (in Microsoft Word format) to allow for easy recording and tracking of comments by each reviewer. CONSULTANT will then integrate changes approved by the MGEC into the final report.

6. CONSULTANT will provide one draft and one final version of each deliverable. CONSULTANT will reasonably incorporate comments made by the CITY's review team. The parties anticipate that as many as 25% of the pages of the final report may need revision. However, the parties anticipate that all comments made will relate to the need for clarifications in text and statistical analyses or revisions in exhibits and tables, rather than the regeneration or re-work of work products already approved. For example, the parties anticipate that the number of REMI simulations may be as high as 86 depending on model results for individual sections outlined above.

7. CONSULTANT will provide one copy each of the public communication plan and preliminary RGMP, with the CITY responsible for reproducing and distributing additional copies as required. CONSULTANT will provide one copy of the final RGMP to the CMPO, selected Fort Bliss personnel, and selected CITY staff. The final RGMP will be professionally

laid out and designed for a wide viewing audience. CONSULTANT shall provide no more than 40 hard copies of the final RGMP. CONSULTANT will also provide all reports in PDF format.

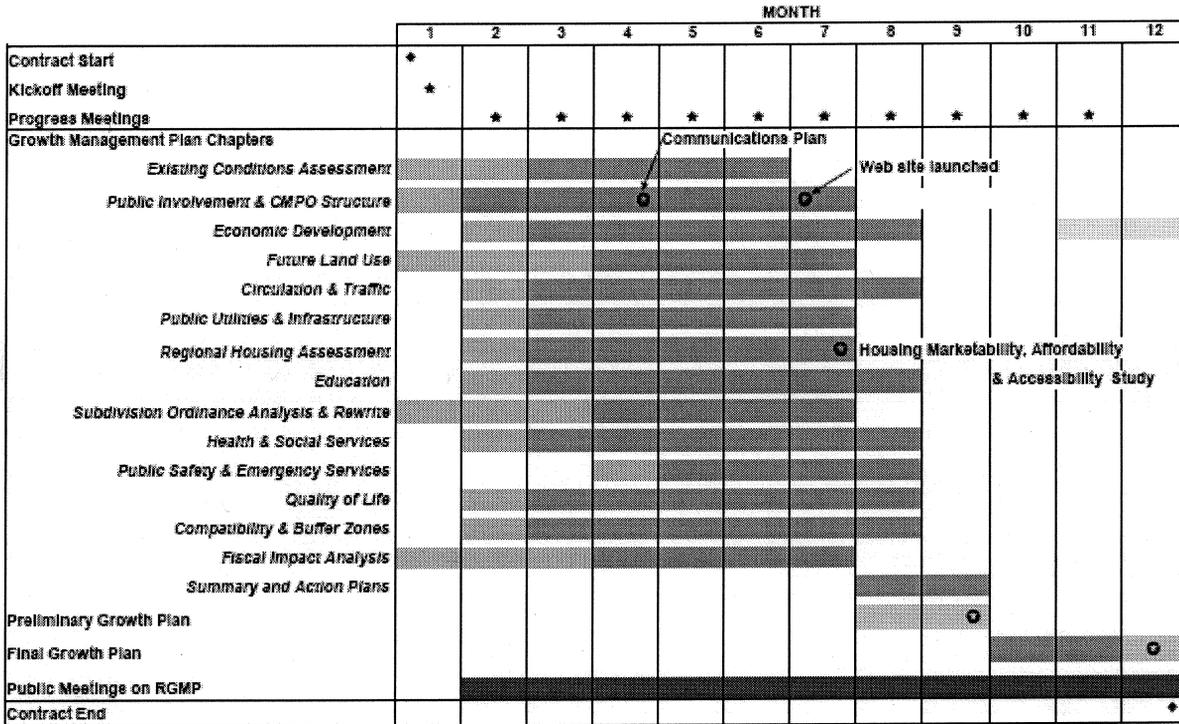
8. Brochures, posters, and briefing charts prepared for public meetings will address the preliminary RGMP and then be revised by CONSULTANT as appropriate for the final RGMP.

ATTACHMENT "B"

Schedule of Activities and Major Milestones

CONSULTANT will complete the services to be performed under this Contract according to the Schedule of Activities and Major Milestones in the table below, including delivery of the draft RGMP nine (9) months after contract execution and delivery of the final RGMP approximately twelve (12) months after contract execution. CONSULTANT will hold monthly progress meetings with the MGEC to review progress, discuss upcoming plans and address issues requiring attention.

CONSULTANT will work with the CITY, policy leadership group and technical sub-committees on a regular basis during bi-monthly visits to El Paso.



Legend	
*	Contract Start/Stop
*	Meeting
▨	Review Existing Plans & Data
▨	Develop Assessments & Prepare Plan/Chapter
▨	Transition to City
▨	Review Parallel Contract Data & Reports
▨	Integrate into Plan Document
⊙	Document Delivery
▨	Briefings as required

ATTACHMENT "C"

Price and Payment Schedule

Comprehensive Fee to Delivery the Regional Growth Management Plan, Public Communication Plan, Public Outreach and Financial Consultation: **\$846,545.57**

All CONSULTANT costs related to the services to be performed will be incurred and invoiced to the CITY in accordance with the Hourly Fees Schedules shown in the table below:

Labor Category	Rate
Principal Staff	
Program Manager	\$ 173.56
Sr. Project Manager	\$ 142.54
Management Consultant	\$ 91.33
Project Staff	
Sr. Engineer	\$ 156.73
Mid Engineer	\$ 114.52
Sr. Planner	\$ 111.80
Sr. Economist	\$ 116.20
Translator	\$ 53.00
GIS Data Analyses	
Sr. GIS Analyst	\$ 110.00
Mid GIS Analyst	\$ 84.84
Jr. GIS Analyst	\$ 53.71
Research	
Sr. Specialist	\$105.20
Mid Environmental Scientist	\$ 94.62
Mid Specialist	\$ 79.89
Military Analyst	\$ 76.83
Jr. Specialist	\$ 60.37
Clerical/Administrative	
Graphics	\$ 73.63
Word processing	\$ 69.28
Sr. Project Control	\$ 83.00
Mid Project Control	\$ 53.00
These rates apply to labor hours anticipated for the 12-month period of performance. Rates for services beyond that period may increase by up to 4% because of salary adjustments in 2008. SAIC reserves the right, with the City of El Paso's concurrence, to add or delete labor categories (and rates) as deemed necessary throughout performance.	

Travel Costs

In developing the cost estimates above, CONSULTANT has estimated the cost of airfare, lodging, meals and incidental expenses. Car rental costs have been based on negotiated corporate discount rates for an intermediate size automobile. An appropriate allowance has been

included as part of the estimate for local travel to and from the airport for the costs associated with the use of personal vehicles and airport parking fees, or alternatively round-trip cab fares. During contract performance, CONSULTANT will incur and invoice travel expenses at actual cost. As allowable under CONSULTANT's Federally Audited Cost Accounting System, CONSULTANT incurs General and Administrative (G&A) costs on Other Direct Costs (ODCs), including Travel. As a result, CONSULTANT will apply G& A and Profit to these costs. Currently the CONSULTANT's G&A rate is 5.9%. This rate is subject to change on a period basis, although historically these changes, if any, have been minimal.

CONSULTANT labor billing policy for travel time varies by the labor category of the individual. Exempt employees, as defined by U.S. Bureau of Labor guidelines, will bill only for that portion of time spent traveling which in excess of their regular daily commute to and from their home office, not to exceed 8 hours per day regardless of actual travel time. Non-exempt employees will bill for actual time traveled in excess of their regular daily commute to and from their home office.

Sub-contractors

In support of the technical requirements of this effort, CONSULTANT will utilize the services of the following sub-contractors:

- University of Texas El Paso's Institute for Policy and Economic Development (IPED)
- Akin Gump Strauss Hauer Feld LLP (Akin Gump)
- Two Ton Creativity (Two Ton)
- A recognized expert in Health and Social Services, to be determined with approval by the MGEC.

CONSULTANT's cost estimate is inclusive of all sub-contractor costs for IPED, Akin Gump, Two Ton Creativity, and the Health and Social Services consultant, including the 7% handling fee, Other Direct Costs (ODCs) such as travel and reproduction, which shall also be subject to the 7% handling fee (in addition to the G&A costs specified above).

Other Direct Costs

Costs classified as Other Direct Costs are costs other than direct labor, direct materials, and subcontracts that can be readily identified with the specific contract or allocated to a specific contract on a representative basis (i.e., usage or a similar measure of cause and benefit). Such costs typically include:

- Vehicle rental and related expenses
- Purchased temporary help
- Postage, freight or messenger service
- Document reproduction using non-CONSULTANT vendors
- Consultant/professional fees and expenses

Invoicing and Payment

To comply with CONSULTANT's Federally Audited Cost Accounting System and standard billing procedures, all appropriate indirect costs/rates (e.g., General and Administrative) as well as profit shall be applied to ODC and Subcontractor (including travel) Costs and invoiced to the CITY.

CONSULTANT shall provide an invoice to the CITY on a monthly basis for Services performed and expenses incurred in the previous calendar month. CITY will pay invoices for the professional services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the CITY 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 to the CONSULTANT is determined.

No interest charge Costs shall be allowed for late payments or disputed amounts.