

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

DEPARTMENT: Engineering

AGENDA DATE: April 6, 2010

CONTACT PERSON/PHONE: R. Alan Shubert, P.E., 4423

DISTRICT(S) AFFECTED: Citywide

SUBJECT: A Resolution that the City Manager be authorized to sign an Agreement with Dover, Kohl & Partners for a project known as "A New Plan for El Paso – A Rewrite of the City's Comprehensive Plan." This is task 1 of 3 and will include two special area plans (Asarco and three station area plans) to be incorporated into the larger comprehensive planning effort. The final product will be Asarco Property and Transit-Oriented Development Plans and Form-Based Codes.

BACKGROUND / DISCUSSION: The number one priority identified in the recently completed regional growth management plan was the need for a new comprehensive plan for the City of El Paso. This is Task 1 of three and will include several special area plans to be adopted as part of the new comprehensive plan. The first is for the Asarco site and includes an extensive public participation component (12 day charette) and well as a form based code and design guidelines for redevelopment of the site, to include the area north of Executive Center for cohesiveness of design and potential road alignment options. The second component is three Transit Oriented Development (TOD) station areas plans for the Oregon Corridor (Downtown to Glory Road), Five Points, and Remcon Circle, which will also include a 12 day charette. The latter also includes a form based code and design guidelines. The Agreement when signed will authorize a three phase task order which will provide the analysis, public out reach, on-site analysis, environmental review and review of all previous planning studies.

PRIOR COUNCIL ACTION: None

AMOUNT AND SOURCE OF FUNDING: Texas Department of Transportation, Sun Metro, General Funds, with operational and planning oversight funds from the Department of Defense's Office of Economic Adjustment.

BOARD / COMMISSION ACTION:
Enter appropriate comments or N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

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

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager is authorized to sign the Agreement for Professional Services by and between the City of El Paso and Dover, Kohl and Partners for a project known as "A NEW PLAN FOR EL PASO – A REWRITE OF THE CITY'S COMPREHENSIVE PLAN", for an amount not to exceed five hundred fifty six thousand one hundred ninety three and 00/100 Dollars (\$556,193.00) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed six hundred six thousand one hundred ninety three and 00/100 Dollars (\$606,193.00). The City Manager is also authorized to make all necessary budget transfers in connection with the award of this contract.

ADOPTED THIS _____ DAY OF _____ 2010.

CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Mark Shoemith
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.
City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES
(Agreements over \$100,000.00)

This Agreement is made this _____ day of _____, 2010 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and Dover, Kohl & Partners, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as "A NEW PLAN FOR EL PASO – A REWRITE OF THE CITY'S COMPREHENSIVE PLAN," hereinafter referred to as the "Project", as further described in Attachment "A"; and

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

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

ARTICLE I.
ATTACHMENTS

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

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules

ARTICLE II.
PROJECT

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

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

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

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

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

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

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 **PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed ~~FIVE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED NINETY-THREE AND 00/100 DOLLARS (\$556,193.00)~~ for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

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

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

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

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

3.4 **PROJECT CONSTRUCTION BUDGET.** The Consultant acknowledges that the construction budget for this Project allocates **NOT APPLICABLE** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 **PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D"**. ~~FOR REQUIREMENTS CONTRACTS ONLY:~~ The term of this Agreement shall be for a period not to exceed ~~()~~ consecutive calendar days, except as specifically noted herein.

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

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

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

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

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further,

the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

5.1 INSURANCE. The Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

- a) **COMMERCIAL GENERAL LIABILITY**
 - Personal Injury or Death**
\$500,000.00 for one person or occurrence
\$1,000,000.00 for two or more persons or occurrences
 - Property Damage**
\$500,000.00 per occurrence
 - General Aggregate**
\$1,000,000.00

- b) **AUTOMOBILE LIABILITY**
 - Combined Single Limit**

\$1,000,000.00 per accident

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

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

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

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and

set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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

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

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of 0 % has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT.

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

Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

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

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

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

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

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if

necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of three (3) years after final payment or longer if required by law. Such audits may require

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

CONSULTANT:

~~Dover, Kohl & Partners~~

By _____
Title: Principal

APPROVED AS TO FORM:



Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

(Acknowledgements on following page)

ACKNOWLEDGEMENTS

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

This instrument was acknowledged before me on this ____ day of _____, 2010,
by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires:

**THE STATE OF FLORIDA §
 §
COUNTY OF MIAMI DADE COUNTY §**

This instrument was acknowledged before me on this ____ day of _____, 2010,
by Joseph Kohl, as Principal of Dover, Kohl & Partners

Notary Public, State of Texas

My commission expires:

FINANCIAL PROPOSAL

The summary below identifies the fees likely to be required for all three Task Orders and for each phase of each Task Order, as outlined in the Project Proposal. This financial proposal is an initial estimate based on the Project Proposal.

*Approved
J. Kohl 3/31/10*

TASK ORDER 1:

ASARCO PROPERTY AND TRANSIT-ORIENTED DEVELOPMENT PLANS AND FORM-BASED CODES MONTHS 1-5

Phase 1 - Analysis

\$ 97,026.00

During Phase 1, Dover, Kohl & Partners will work with the City to design the public participation process, and kick-off the project by using public outreach and mass media to build excitement for the Charrette. This phase will include a team visit to El Paso to meet with City Staff, City Council, the Custodial Trustee for the former Asarco property, Sun Metro representatives, and key stakeholders, and to conduct on-site analysis. Phase 1 will include the compilation and review of all relevant information, including environmental studies of the site, previous planning studies, and the recently adopted citywide SmartCode.

Phase 2 - Charrettes

\$ 275,392.00

Phase 2 is centered around a twelve-day Charrette held on-site in El Paso. Public meetings, a hands-on public design session, interviews, and technical meetings will be used to quickly engage the community and give ample opportunity for group participation, as well as individual input into the plan. The Charrette will consist of the following events: Kick-off Presentation, multiple Hands-on Design Sessions, Open Design Studio, Technical Meetings, and Work-in-Progress Presentation. The Dover-Kohl team will produce the following deliverables while on Charrette: an Illustrative Plan and illustration for each property as it evolves over time, a change-over-time computer visualization for each property, a Draft Transportation Memo, and a Draft Economic Analysis Study, and Infrastructure recommendations.

Phase 3 - Form-Based Code

\$ 55,244.00

After the charrette the Dover-Kohl team will return to their home offices to refine the charrette work products, assemble a summary Report, create a customized Form-Based Code for each property, and propose Future Land Use Map designations for the project areas.

Phase 4 - Approval Meetings

\$ 44,722.00

In Phase 4 of the project, the team will work with the City of El Paso to review, revise, and present the work products for the Plan and Code for the former Asarco Property and the Transit-Oriented Development sites. Dover, Kohl & Partners will assemble, edit and submit a draft Report and Form-Based Code to the City for review. This submission will include all text, diagrams, illustrations, and maps. The Dover-Kohl team will work with the City over an agreed-upon period of time and through one complete round of revisions to refine and revise the Plan and Code prior to the Adoption Meetings.

Total Fees

\$ 470,084.00*

***Reimbursable Expenses**

The fee estimate does not include reimbursable expenses. We estimate reimbursable expenses to be approximately \$85,231, and the cost overrun provision to be \$878. Typical reimbursable expenses include travel (including transportation, food, and lodging), rental of spaces for use during the Charrettes (including spaces for public meetings and the design studio), reproduction expenses, mailing (overnight, priority, etc), long-distance telephone, commercial rentals (as required), supplemental insurance (as required by the Client), or any other miscellaneous or out-of-pocket expenses reasonably contemplated by the scope of services.

TASK ORDER 1: ASARCO PROPERTY AND TRANSIT-ORIENTED DEVELOPMENT PLANS AND FORM-BASED CODES MONTHS 1-5

The following proposal outlines our approach for Task Order 1: Asarco Property and Transit-Oriented Development Plans and Form-Based Codes, and includes a first draft of a Scope of Services for this task order. We look forward to working out the overall project approach and best practical sequence of tasks with the City of El Paso and will tailor the scope to meet budget expectations. Specific deliverables, subconsultants assigned to the project, and the roles of each subconsultant are subject to change based on changes to the Scope and Budget recommended by the City. Please refer to the Firm Biographies for further information on all Sub-Consultants included within this Project Proposal. We have included a schedule for the completion of the project, outlining the months in which each Phase will take place. Month 1 begins with receipt of an approved contract.

PHASE 1: ANALYSIS DELIVERABLES*

1. Publicity Materials
2. Project Website
3. Economic Analysis
Preliminary findings
Memo
4. Analysis Maps

** Specific deliverables are subject to change based on changes to the Scope and Budget recommended by the City.*

PHASE 1: ANALYSIS Months 1-2

During Phase 1, Dover, Kohl & Partners will work with the City to design the public participation process, and kick-off the project by using public outreach and mass media to build excitement for the Charrette. This phase will include a team visit to El Paso to meet with City Staff, City Council, the Custodial Trustee for the former Asarco property, Sun Metro representatives, and key stakeholders, and to conduct on-site analysis. Phase 1 will include the compilation and review of all relevant information, including environmental studies of the site, previous planning studies, and the recently adopted citywide SmartCode. A physical framework, economic, infrastructure, and transportation analysis of the City will be conducted during this phase.

Task 1.01 Project Kick-off Meeting

At the start of the project, members from the Dover-Kohl team will schedule a conference call with the City to review base information

needs, strategize on the public participation process, identify key stakeholders, and develop a detailed schedule for the planning effort.

Task 1.02 Create Public Awareness

Dover-Kohl will work with the City to develop a Public Involvement Plan that ensures input from a broad range of El Paso citizens, stakeholders, and technical advisors, and allows for both group and individual input. This plan will include opportunities to provide input throughout the project, but in particular during the intense, hands-on charrette week.

A principal from Street Plans Collaborative will create an informational website for the project, including background on the project study areas, the consultant team, the process, and key dates for charrette events. The website will be updated throughout the course of the project to include draft reports, plans, and other project documents, to allow a wide range of community members to access project material and provide feedback.

The Dover-Kohl team will assist City staff with the design of flyers, posters, and banners to get the word out about the planning process and the upcoming Charrette. These public outreach materials will be distributed

to the media, neighborhood associations, business associations, and community organizations, among others. While Dover-Kohl will assist the City with creating public awareness and outreach, the City shall be responsible for all mailings, legal notifications, and distribution of public awareness materials.

Task 1.03 Site Visit

Representatives from the Dover-Kohl team will travel to El Paso for a two-day, preliminary site visit. Representatives will include a principal and project director from Dover-Kohl, a principal from CEA Group, a principal from IPS Group, a principal from Urban Advisors, a project manager from Charlier Associates, and a project manager from Matrix Design Group.

Task 1.03.1 Urban Design Analysis

The Dover-Kohl team will analyze the City by studying its urban framework. City staff will lead the team on a tour of the former Asarco property, and the three Transit-Oriented Development locations, as well as examples of best practice development in the City and other areas pertinent to the project. The team will examine the existing urban form around the sites and analyze the network of streets, blocks and lots, building types, and building patterns. The analysis will include a review of the existing land use, density and urban design elements.

Task 1.03.2 Meetings with City Staff

During the site visit, the team will work closely with the City to confirm and update the goals and objectives of the Plans and Codes for the former Asarco Property and the Transit-Oriented Development sites.

Task 1.03.3 Stakeholder Interviews

During the site visit, the team will participate in interviews arranged by the City with key stakeholders to gather additional public input on the former Asarco property and the identified Transit-Oriented Development sites' opportunities and constraints. Interviews could include meetings with residents, neighboring property owners, representatives from Get the Lead Out, the property's Custodial Trustee, transportation officials, City staff, elected officials, representatives from the community and the University of Texas El Paso. Through these meetings the team will acquire local intelligence about the site's opportunities and challenges, and assess the financial, organizational, and community resources available.

Task 1.04 Review of Past Plans & Studies

The planning team will review relevant information and background data, as provided by the City, in order to familiarize themselves with the dynamics of environmental remediation and development on the former Asarco property, and to determine El Paso's transit-oriented development opportunities. The team will utilize the City's Geographic Information Systems (GIS), mapping services, and expertise provided by the City to analyze environmental constraints such as existing transportation infrastructure, utilities, and topography. In particular, the team will study the Texas Commission for Environmental Quality's research on the Asarco property, the TransBorder 2035 Metropolitan Transportation Plan, the El Paso Transit Corridor Feasibility Study, the Growth Management Plan for El Paso, the recently adopted subdivision ordinance, and the El Paso SmartCode in order to ensure coordination with these plans and studies during the planning process. The base information will also include existing land development regulations, City ordinances, previous studies and plans, and current and historical maps. During this task, the Dover-Kohl team will draw from its experience across the nation to demonstrate solutions that other municipalities have explored. Lessons learned in those locales can be used during the Charrette process for establishing an implementation strategy and design parameters for the former Asarco property and the planned Transit-Oriented Developments.

Task 1.05 Analysis Maps

The Dover-Kohl team will prepare GIS-based analysis maps highlighting relevant topics for the former Asarco property and the three Transit-Oriented Development areas, such as land use, transit infrastructure, population concentrations, allowable uses as determined by the site clean-up process, existing road networks, natural environment, topography, and other salient topics.

Task 1.06 Determination of Market Potential and Economic Analysis

Urban Advisors will analyze the market potential for the former Asarco site and for the Transit-Oriented Development sites, determining the depth and breadth of the potential market for each of the study areas. In addition, Urban Advisors will conduct a preliminary economic analysis of the four study areas, analyzing demographics and population studies and employment trends in each of the surrounding areas. In preparation for the Charrette, Urban Advisors will conduct GIS database analysis for the four sites in order to create balanced development program goals for each area. Research will focus on the present and future El Paso market area as well as the identification of economic and market issues affecting the City. The research will result in an assessment of conditions and trends, serving to guide the team in developing economic and market incentives to encourage sustainable, responsible development on the former Asarco property and compact, mixed-use development and infill at the Transit-Oriented Development sites. A preliminary findings memo will summarize the findings of the study.

Task 1.07 Transportation Analysis

Charlier Associates, Inc. (CAI)'s initial on-site field work will include the visual inventory of the four study areas and their surrounding neighborhoods to identify potential linkages and opportunities for new street networks, pedestrian and bicycle connections, and transit service characteristics in preparation for more detailed planning during the Charrette. CAI will work with the City, MPO, TXDOT, and others to compile and analyze existing plans, data, studies, and reports that influence potential development on the site. This effort will use currently available data about planned transit routes/ridership, major transit transfer centers, bicycle/pedestrian facilities in each area, as well as planned, funded, or proposed projects for major travel modes for each area. In addition, CAI will analyze the City's adopted SmartCode in preparation to integrate its principles into the Form-Based Codes for each of the four study areas.

Task 1.08 Infrastructure Analysis

CAE Group (CAE) will work with the City, local utility companies, SunMetro, the Asarco property's Custodial Trustee, and other stakeholders to analyze the existing infrastructure on the four sites and to strategize new systems for clean and sustainable stormwater, utilities, and other infrastructure. CAE will coordinate with the remediation efforts underway on the Asarco property, and will examine existing infrastructure on the transit-oriented development sites to determine alternatives for each property's infrastructure when redeveloped.

PHASE 2: CHARRETTE

Month 3

Phase II is centered around a twelve-day Charrette held on-site in El Paso. The Dover-Kohl team will travel to El Paso to lead the Charrette. Public meetings, a hands-on public design session, interviews, and technical meetings will be used to quickly engage the community and give ample opportunity for group participation, as well as individual input into the plan. Multiple hands-on design sessions will be held to bring the community together to plan the future of the four study areas. Interactive techniques such as keypad polling (in which participants use handheld electronic keypads to respond to evaluate plans or policies and project instantaneous graphs in powerpoint) and surveys will be used throughout the Charrette to keep the community involved and informed on each evolving plan.

This intense, multi-faceted method of public involvement will allow stakeholders to come together to plan key steps in the development of the former Asarco property and the three Transit-Oriented Development sites. The Hands-on Design Sessions will provide participants with the opportunity to interact with differing perspectives, allowing issues to be quickly identified and resolved and creating a strong foundation for building community consensus. During the Charrette the Dover-Kohl team will use the public input received to shape the plan, illustrations, and the Form-Based Code for each property. By working quickly in public, the team can

obtain immediate feedback on plan proposals, ensuring community support and plan feasibility.

The Charrette will consist of the following events: Kick-off Presentation, multiple Hands-on Design Sessions, Open Design Studio, Technical Meetings, and Work-in-Progress Presentation. The Dover-Kohl team will produce the following deliverables while on Charrette: an Illustrative Plan and illustration for each property as it evolves over time, a change-over-time computer visualization for each property, a Draft Transportation Memo, and a Draft Economic Analysis Study, and Infrastructure recommendations. More information about each event and deliverable is provided below.

Task 2.0 Charrette

Dover-Kohl will work with the City to determine the exact dates and format for the Charrette. Emphasis will be placed on defining the community vision for the property and identifying the best methods to implement that vision. The format will incorporate the findings of the previous plans and studies, analysis summaries, and stakeholder interviews. The Charrette will facilitate a healthy dialogue between the public and private sectors, which will help create viable plans for development. Emphasis will be placed on defining the community vision for development and identifying the best methods to implement that vision. SunMetro, the property owners, and the Custodial Trustee of the Asarco site will be encouraged to participate throughout the week, ensuring that the redevelopment proposals and timeline are coordinated with ongoing work on each site.

The team will work closely with the City to acquire the necessary information to produce base maps for the Charrette. The appropriate data will include color aerial photographs at a suitable scale, as well as ArcView GIS (or similar) base data for the study area. These materials will be used to create plans and illustrations.

Task 2.01 Community Kick-off Presentation

On the first official day of the Charrette, Dover-Kohl will lead an evening Community Kick-off Presentation for stakeholders and community members to mark the official start of the public planning session. The event will feature a "food for thought" presentation to educate participants on best practices in transit-oriented development, brownfield redevelopment, traditional town planning, and form-based codes. Keypad polling will be incorporated into the Kick-off Presentation to calculate and present public opinion on selected topics.

Task 2.02 Public Hands-on Design Sessions

Hands-on Design Sessions will take place after the Kick-off Presentation, in locations accessible to the public and in close proximity to the relevant study areas. Each event will begin with a short introduction and briefing to further explain the challenge for participants, orient participants to base maps, and set ground rules and goals for the session. Participants will then gather around tables to draw their important ideas. Each table will have a facilitator from the Dover-Kohl team or City Staff to assist participants in the design exercises. Participants will identify important issues associated with each site and discuss them in small groups. Participants will then continue to work and draw on base maps to illustrate how they might like to see each property evolve. At the end of the workshop, a spokesperson from each table will report the findings and major points to the entire assembly. The goal of the Hands-on Design Session is to forge a community consensus and develop a short and long-range vision for each study area.

PHASE 2: CHARRETTES DELIVERABLES*

1. Illustrative Plans
2. Change-Over Time Illustrations
3. Computer Visualizations
4. Draft Future Land Use Map
5. Draft Transportation Memo
6. Draft Economic Analysis Memo
7. REMI Projections Update
8. Powerpoint Presentations for Kick-off Presentation, Hands-on Design Session, and Work-in Progress Presentation

** Specific deliverables are subject to change based on changes to the Scope and Budget recommended by the City.*

Task 2.03 Open Design Studio

The Dover-Kohl team will set up an on-site, Open Design Studio in a visible, accessible, and central location for all stakeholders. While working in the Design Studio, the team will create plans, illustrations, computer visualization, and draft transportation, economic, and infrastructure recommendations. At this time, the team members will analyze the information gathered at the Hands-on Design Session and stakeholder interviews in order to formulate the initial concepts for each site. Members of City staff, elected officials, local stakeholders and the community will be encouraged to stop in throughout the week as new issues come to mind and to check on the project's status.

Task 2.04 Plans and Change-Over Time Illustrations

Visualizing change is a key component of Dover-Kohl's planning methodology. Illustrations often communicate ideas better than words, and are valuable tools to test or confirm plan concepts and gather meaningful input. When the planning process is complete the imagery often lives on, documenting the vision and guiding new growth.

The Dover-Kohl team will create an Illustrative Plan of each property. This plan represents an idealized build-out of the site, and includes building footprints and urban design features such as streets, sidewalks, and landscaping. This plan is intended to serve as a guide of how growth and development should occur. The extent and amount of detail will be determined together with the City.

At the beginning of the Charrette, the Dover-Kohl team will use the public input received to inform a minimum of one illustration for each of the four study areas. Specific places in each study area that represent common challenges and typical conditions will be chosen, and proposals for their evolution over time will be created based on best planning practices. The exact locations, conditions, and nature of the illustrations will be determined based on public input received before and during the Charrette, and professional analysis of the needs of the City.

In addition to Dover-Kohl's illustrations and diagrams, Urban Advantage will produce a minimum of four conceptual Change-Over-Time Visualizations of strategic places for select study areas. The Visualizations will depict conceptual landscape change for a number of chosen vantage points. Each will be a before-and-after visualization with two to four intervening steps delivered as high resolution JPEGs and PowerPoint slides.

Task 2.05 Draft Transportation Memo

Charlier Associates will lead transportation sessions, conduct interviews, facilitate, summarize, and otherwise actively participate in presenting, soliciting, refining, and shaping transportation-related information, concepts and issues that relate to each study area throughout the Charrette. They will conduct street network analysis, pedestrian and bicycle studies, and traffic and transit service studies, which will be used to inform the design of the urban pattern and street sections of each study area. The findings of their work will be summarized in a transportation memo.

Task 2.06a Draft Economic Analysis Memo

Urban Advisors will analyze the design team's proposals for plan feasibility and economic benefits and impact. They will create program goals, a development strategy, and an implementation strategy. Urban Advisors' work during the course of the Charrette will be consolidated into a summary memo and a presentation.

Task 2.06b REMI Projections Update

The University of Texas at El Paso's Institute for Policy and Economic Development will update the City's current REMI Projections based on the transportation, land use, and urban design recommendations evolved over the course of the Charrette. These Projections will be refined following the Charrette together with the City.

Task 2.07 Technical Meetings

While working in the Open Design Studio, the team will schedule various technical meetings with government agencies such as the Texas Commission on Environmental Quality and the Texas EPA, City officials and staff, the Custodial Trustee for the Asarco site, SunMetro officials, developers, neighborhood associations, community activist groups such as Get the Lead Out, and other key stakeholders. These meetings will assist in the team's continued understanding of the environmental, physical, market, and organizational forces that will affect the redevelopment of each study area.

Task 2.08 Work-in-Progress Presentation

At the end of the Charrette, the team will present the work generated to date at a "Work-in-Progress" Presentation. Plans and visualizations will be presented illustrating the hypothetical evolution of each property. These initial plans will serve as an example of how each area can change and grow. Accompanying renderings will include "before-and-after" illustrations that show possible scenarios for redevelopment. Also, a summary of development strategies will be presented, highlighting the various opportunities for safe, sustainable, and high-quality development.

PHASE 3: FORM-BASED CODE Months 3-4

The compact, high-energy format of the charrette is designed to make major advances towards the creation of the Plans and Codes for the former Asarco Property and the Transit-Oriented Development sites. A vision for these areas, designed in public, will emerge during the charrette. After the charrette the Dover-Kohl team will return to their home offices to refine the charrette work products, assemble a summary Report, create a customized Form-Based Code for each property, and propose Future Land Use Map designations for the project areas. Regular communications via conference calls and email will ensure that the Report and Form-Based Codes meet the expectations and needs of the City of El Paso. The document and accompanying maps, high-resolution images, and diagrams will be created and submitted to the City in compatible file formats, including Microsoft Office 2007 and Adobe PDF.

PHASE 3: FORM-BASED CODE

1. Plan Report
2. Draft Form-Based Codes

** Specific deliverables are subject to change based on changes to the Scope and Budget recommended by the City.*

Task 3.01 Report

Dover-Kohl will create a concise plan document summarizing the background analysis, public planning process, urban design strategies, and specific plan recommendations. A summary of findings of all analysis completed, including transportation, infrastructure, and economics will be included in the report. A physical implementation strategy will be included, which will address potential funding sources and relevant public-private partnership structures to achieve community goals. The implementation strategy will include a timeline with action items and important next steps. A key element of the implementation section will be the Form-Based Code and Regulating Plan. The Plan Report will be created for the use of the public, developers, the Asarco property Custodial Trustee, SunMetro, and the City of El Paso to ensure a coordinated effort in the evolution of a safe and sustainable future for each study area.

Task 3.02 Form-Based Code Integrated with Adopted SmartCode

Based on the community feedback on the Illustrative Plan and Illustrations for each study area during the

Charrette, the Dover-Kohl team will craft a Form-Based Code for each area, based on the City's adopted Subdivision Ordinance and SmartCode. This process may involve the following tasks, as agreed upon together with the City: Coordination with Review Agencies, Integration with Existing Regulations and Comprehensive Plan, Administration and Phasing, Refinement of Illustrative Plans and Illustrations, Transect Maps and Regulating Plans, Urban Standards, Architectural Standards, Landscape Standards, Street Standards and Street Atlas, and a comparison of El Paso's existing land development regulations and the proposed Form-Based Code. Some key elements of the Form-Based Code are described in more detail below.

Task 3.02.01 Regulating Plan

The Dover-Kohl team will develop a Regulating Plan for each site, based on the Illustrative Plan created during the Charrette. The Regulating Plan is a key component of the Form-Based Code; it will assign an appropriate urban character to specific areas throughout the site. Urban character will be based on the density and intensity of land use and urbanism. Elements that will be regulated by urban character include building placement, landscaping, and curb details, all of which influence the level of walkability and vibrancy in a place.

Task 3.02.02 Form-Based Code

The Dover-Kohl team has pioneered the use of Form-Based Codes and is experienced with the specific format of the City's adopted SmartCode. The team will work with the City of El Paso to ensure the feasibility of the proposed regulations and analyze the changes from the City's existing zoning. The Form-Based Code will serve as the primary implementation tool to foresee and enable the best evolution of each property over time. The Form-Based Code will introduce greater predictability to the development process by ensuring that the form of the built environment will be regulated. The Code will be highly visual and will serve to encourage future redevelopment in an organized manner.

The Dover-Kohl team will work closely with the City to determine an outline of components to be included in the new Form-Based Code for each property. The standards can address building form and placement and architectural standards, as well as walkable street standards and street types and sections appropriate to defined urban contexts.

PHASE 4: APPROVAL MEETINGS

Month 5

In Phase 4 of the project, the team will work with the City of El Paso to review, revise, and present the work products for the Plan and Code for the former Asarco Property and the Transit-Oriented Development sites. Dover, Kohl & Partners will assemble, edit and submit a draft Report and Form-Based Code to the City for review. This submission will include all text, diagrams, illustrations, and maps. The Dover-Kohl team will work with the City over an agreed-upon period of time and through one complete round of revisions to refine and revise the Plan and Code prior to the Adoption Meetings.

Task 4.01 Adoption Meeting #1

A Principal and Project Director from Dover-Kohl, a principal from CEA Group, and a project director from Charlier Associates will return to El Paso to attend the first adoption meeting for the Plan and Code, and will be available to present the Plan on behalf of the Planning Department or to provide clarification during discussions with City Council. Following the meeting, one round of necessary revisions to the Report and Form-Based Code will be made.

Task 4.02 Adoption Meeting #2

A Principal and Project Director from Dover-Kohl, a principal from CEA Group, and a project director from Charlier Associates will return to El Paso to attend the second adoption meeting for the Plan and Code,

and will be available to present the Plan on behalf of the Planning Department or to provide clarification during discussions with City Council. Following the meeting, one round of necessary revisions to the Report and Form-Based Code will be made.

Task 4.03 Adoption Meeting #3

A Principal and Project Director from Dover-Kohl, a principal from CEA Group, and a project director from Charlier Associates will return to El Paso to attend the third adoption meeting for the Plan and Code, and will be available to present the Plan on behalf of the Planning Department or to provide clarification during discussions with City Council. Following the meeting, one round of necessary revisions to the Report and Form-Based Code will be made.

Task 4.04 Adoption Meeting #4

A Principal and Project Director from Dover-Kohl, a principal from CEA Group, and a project director from Charlier Associates will return to El Paso to attend the fourth adoption meeting for the Plan and Code, and will be available to present the Plan on behalf of the Planning Department or to provide clarification during discussions with City Council. Following the meeting, one round of necessary revisions to the Report and Form-Based Code will be made, and the final document will be presented to the City.

ADDITIONAL SERVICES

Dover-Kohl can provide the following services to the City of El Paso at an additional fee. Additional tasks may be conducted for the City of El Paso following the adoption of the Plan and Code for the former Asarco Property and the Transit-Oriented Development sites, with the purpose of maximizing its impact and facilitating its use. Dover-Kohl is also available to review development proposals for consistency with the Plan and Form-Based Code and to monitor their implementation over time.

Staff Workshop in Reviewing Applications Using Code

Dover, Kohl & Partners can return to El Paso for a workshop and training session, focused on training City Staff on the administration and implementation of the Form-Based Code and other Land Development Code revisions. A possible work session could involve a broader group including interested professionals in the development field in El Paso.

Application Review Assistance

As an ongoing service for the City of El Paso, Dover-Kohl is available to review development applications for their compliance with the Plan and Form-Based Code, and provide visual, step-by-step guidance to the applicant on techniques to bring specific projects into compliance.

PHASE 4: APPROVAL MEETINGS

1. Final Report
2. Final Form-Based Codes

** Specific deliverables are subject to change based on changes to the Scope and Budget recommended by the City.*

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

(Agreements over \$100,000.00)

For the Project known as "A NEW PLAN FOR EL PASO -- A REWRITE OF THE CITY'S COMPREHENSIVE PLAN," hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT PHASE

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

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

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

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Preliminary Design Phase, the Consultant shall do the following separately for each construction contract:

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "Drawings," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "Specifications." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.
5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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

BIDDING PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

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

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more than two brief preliminary inspections, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "punch list" shall be furnished to the construction contractor and the Owner within two City working days after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within two City working days after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (D format) "record" drawings on Mylar showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: a) work damaged by fire or other cause during construction; b) prolongation of the construction contract time by more than twenty-five percent provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; c) Acceleration of the work schedule involving services beyond normal city working hours; or d) the construction contractor's default under the construction contract due to delinquency or insolvency.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

RESIDENT PROJECT SERVICES

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "A NEW PLAN FOR EL PASO – A REWRITE OF THE CITY'S COMPREHENSIVE PLAN", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **FIVE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED NINETY-THREE AND 00/100 DOLLARS (556,193.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

**Fixed Fee Payment
to Consultant**

Phase 1, Analysis Phase -	\$97,026.00
Phase 2, Charrettes -	\$275,392.00
Phase 3, Form-Based Code -	\$55,244.00
Phase 4, Approval Meetings-	\$44,722.00

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

DELIVERABLE SCHEDULE

As is shown in Attachment A & B as follows:

- Phase 1, Analysis – Months 1-2
- Phase 2, Charrette – Month 3
- Phase 3, Form-Based Code – Months 3-4
- Phase 4, Approval Meetings – Month 5



ATTACHMENT E

CERTIFICATE OF LIABILITY INSURANCE

OP ID OG
IMAGE-1

DATE (MM/DD/YYYY)
03/29/10

PRODUCER NCF Insurance Associates 8700 West Flagler Street #320 Miami FL 33174 Phone: 305-446-5474 Fax: 305-444-8796	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Image Network, Inc. DBA Dover Kohl & Partners Joseph Kohl 1571 Sunset Drive South Miami FL 33143	INSURERS AFFORDING COVERAGE INSURER A: Admiral Insurance Co. INSURER B: FL Retail Fed. Self-Ins. Fund INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CA000010078-04	10/30/09	10/30/10	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED Ded 5,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	520204100000	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Professional Liab	E0000000835-09	10/30/09	10/30/10	Liability 1,000,000 Ded 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Urban Planning and Design. Certificate holder is additional insured with respects to general liability. Waiver of subrogation applies against certificate holder.

CERTIFICATE HOLDER

CANCELLATION

CELPASO City of El Paso 2 Civic Center Plaza, 4th Floor El Paso TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

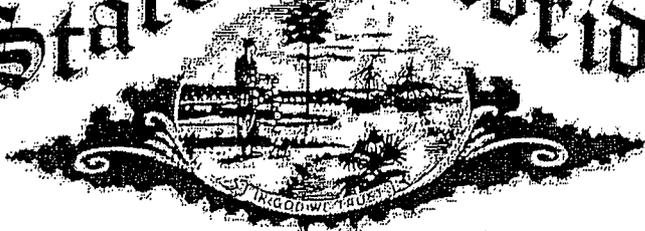
has coverage in force for the following Named Insured as shown below:

NAMED INSURED: THE GREAT NETWORK INC DBA COVER, ROBE & BARRON							
ADDRESS OF NAMED INSURED: 1571 SUNSET DR MORAL CANYON IL 62454-5575							
POLICY NUMBER	123 7829-200-592						
EFFECTIVE DATE OF POLICY	01/08/2015						
DESCRIPTION OF VEHICLE (including VIN)	None						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
LIMITS OF LIABILITY of Bodily Injury							
Each Person							
Each Accident							
b. Property Damage							
Each Accident							
c. Bodily Injury & Property Damage							
Single Limit							
Each Accident	\$1,000,000.00						
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
Deductible	\$	\$	\$	\$	\$	\$	\$
b. Collision	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
Deductible	\$	\$	\$	\$	\$	\$	\$
EMPLOYERS' NON-OWNED CAR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
HIREN/CAR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
FLEET COVERAGE FOR ALLOWED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					

Signature of Authorized Representative	Agent	59-2001	03/25/15
Name and Address of Certificate Holder	Name and Address of Agent	Agent's Code Number	Date
City of IL Res:	Walter Z. Kunkel Insurance Agency, Inc.		
	1304		
	7000 Red Road		
	South Bend, IN 47304		

INTERNAL STATE FARM USE ONLY: Request permanent Certificate of Insurance for liability coverage.
 Request Certificate Holder to be added as an Additional Insured.

State of Florida



Department of State

I certify from the records of this office that DOVER KOHL & PARTNERS is a Fictitious Name registered with the Department of State on October 17, 1991.

The Registration Number of this Fictitious Name is G91290000159.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991 pursuant to Chapter 90-267, Laws of Florida.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the

Twenty-fourth day of October, 1991.



Jim Smith
Secretary of State