

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

DEPARTMENT: Development Services / Planning Division

AGENDA DATE: RESO: Public Hearing 06/04/07

CONTACT PERSON/PHONE: Kelly Carpenter, Deputy Director, DSD
Planning Division – 541-4193

DISTRICT(S) AFFECTED: All Districts

SUBJECT:

A Resolution that the City Manager be authorized to sign a Professional Services Agreement by and between the City of El Paso and Half Associates, Inc., for a project known as the **City of El Paso Annexation and Undeveloped Areas Assessment and Strategy – Phase II** for total compensation of \$389,250.

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

The City terminated a contract with a different consultant for the “City of El Paso Annexation Assessment and Strategy” on March 28, 2007. This contract will build on and continue the previous work with some modifications to meet the current needs of the City.

AMOUNT AND SOURCE OF FUNDING:

\$389,250.00

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: R. Alan Shubert

APPROVED FOR AGENDA: Patricia D. Adauto, Deputy City Manager

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07 MAY 30 AM 10:28

RESOLUTION

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

That the City Manager be authorized to sign a Professional Services Agreement between the City of El Paso and Halff Associates for a project known as **City of El Paso Annexation and Undeveloped Areas Assessment and Strategy – Phase II** in an amount not to exceed **THREE HUNDRED AND EIGHTY NINE THOUSAND, TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$389,250.00)**.

ADOPTED THIS _____ DAY OF _____, 2007.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

R. Alan Shubert, P.E., C.B.O.
City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR 7 MAY 30 AM 10: 28
PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2007 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 "City", and Halff Associates Inc, a company authorized to do business in Texas, hereinafter referred to as the "Consultant".

WHEREAS, the City intends to engage the Consultant to perform professional services for a project known as "City of El Paso Annexation and Undeveloped Areas Assessment and Strategy – Phase II," hereinafter referred to as the "Project", as further described in Attachment "A"; and

WHEREAS, the Consultant possesses the skills, expertise and experience to render said professional services to the City;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the City 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" | Consultant's Proposal |
| Attachment "B" | Consultant Fee Proposal, Hourly Rates, and Schedule |
| Attachment "C" | Insurance Certificate |

ARTICLE II.
PROJECT

2.1 The City 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 tasks identified in the Consultant's Proposal, Attachment "A."

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

2.3 The City hereby designates the City of El Paso's Deputy Director of Development Services, or his designee, as the City's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The Deputy Director of Development Services shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems

pertinent to the work covered by this Agreement. The Deputy Director of Development Services will render written decisions within a five working days time period. 07 MAY 30 AM 10:28

**ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET**

3.1 PAYMENT TO CONSULTANT. The City shall pay to the Consultant an amount not to exceed **THREE HUNDRED AND EIGHTY NINE THOUSAND, TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$389,250.00)** for all basic services and reimbursables performed in accordance with the provisions of this Agreement.

3.2 ADDITIONAL SERVICES. Services not identified in **Attachment "A"** may be performed by Consultant through amendment of this Agreement by mutual written agreement of City and Consultant.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the City not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "A"**. 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 City.

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 City 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 City may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due 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 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 City or otherwise paid by the City, 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 term of this contract shall be for a period which may reasonably be required for the completion of tasks authorized by City to be completed by

Consultant, The services called for by each task or phase shall begin upon the issuance of a Notice to Proceed from the Deputy Director of Development Services. The Consultant shall complete the requested services identified in the phase or task in accordance with the timelines and schedules outlined in **Attachments "A."**

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

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Consultant and City that the City may terminate this Agreement, in whole or in part for the convenience of the City, 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 City's notice of termination. City shall compensate Consultant in accordance with this Agreement; however, the City 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 City from the Consultant is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and City that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this 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 City 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 City pursuant to this subsection, the City may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the City from the Consultant is determined.

4.2.3 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 not commence work under this Agreement until the Consultant has obtained sufficient insurance as required herein, and such insurance has been approved by the City. The Consultant shall maintain the required insurance throughout the term of

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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 City, 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:

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- 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 City to cover the negligent 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 CITY AS ADDITIONAL INSURED. The City 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 Deputy Director of Development Services 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 "C"**. 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 or materially altered, except after **thirty (30) consecutive calendar days** written notice of intent to cancel or materially alter 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 City, and City'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 City 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 City 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 City and anyone claiming by through, or under City for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "City's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of City'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 City's Claims, then the total liability, in the aggregate, of Consultant to City and anyone claiming by, through, or under City for any and all such uninsured City's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

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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 City 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 City 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 City, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the City.
- The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the City.
- The Federal Aviation Administration through a Grant Agreement or Cooperative Agreement with the City.

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 City 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

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who qualify as a DBE. 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 City.

6.2 TERMINATION FOR CANCELLATION OF GRANT.

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the City 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 City a progress report and an invoice to such date, and upon acceptance of the work by the City.

**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"**.

7.2 CONSULTANT'S QUALITY OF WORK. The City's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional 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"**. 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.

7.3 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 City, who shall be vested with all common law and statutory rights. The City 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 City for maintenance, repair, remodeling and renovation of the project. The City 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 City herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the City 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 City with copies of the Instruments of Service in both electronic form and in hard copy. Consultant shall be entitled to use the Instruments of Service and the data from which these Instruments were developed, including any and all standard details, in any reasonable manner, with the consent of the City.

7.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the City's discretion, have a bearing on matters of interest to the City in connection with the Consultant's work on this Project for the City and shall be open to inspection and subject to audit and/or reproduction by City'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 City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

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

7.5 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the City and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.6 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

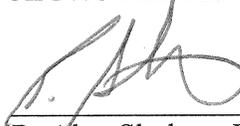
CONSULTANT:
Halff Associates INC

By: James E. Carrillo, AICP, ASLA
Title: Vice President, Director of Planning

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E., C.B.O.
City Engineer

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ATTACHMENT "A"
CONSULTANT PROPOSAL

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Attachment 'A' – Scope of Work
For the City of El Paso
Annexation and Undeveloped Areas Impact and Strategy – Phase II

Purpose of this effort

This effort is intended to complete tasks previously initiated by another contractor. The entire scope of work is intended to provide long range planning and information to assess the impact of the potential annexation of new areas of the city, and to develop strategies to help fund needed infrastructure in those new growth areas. To provide a more meaningful assessment of long range infrastructure needs, this effort incorporates both undeveloped areas of the city, as well as areas within the extra-territorial jurisdiction of the city as identified in the previous study. This effort will follow the requirements of Texas Local Government Code Chapter 395 (Financing Capital Improvements). The results of this effort may lead to additional more detailed studies and formal Annexation Plans to further meet the requirements of Texas Local Government Code Chapters 43 (Municipal Annexation) and Chapter 395. Where feasible, this effort will incorporate any recently adopted changes to Texas law generated by the 2007 State Legislature.

Project Management

This planning effort will be lead by Jim Carrillo, Vice President and Director of Planning for Halff Associates Inc. From a project leadership standpoint, he will be assisted by Joanne Walsh, CPA, Halff Associates, and John Espinoza, PE, CFM, of Halff Associates.

Meetings will be conducted at a minimum of one every three weeks during the planning process to confirm direction, review work efforts to date, review upcoming milestones, and to receive input from city staff. Note that more frequent meetings will probably be needed at key points during this effort to review findings and to receive comments.

Project Staffing

Other staff from Halff's combined staff of 90 in our Austin and San Antonio offices will be involved with this effort.

Local Involvement

Moreno Cardenas Inc. (MCI) will provide local engineering support.

Assumptions

- This scope of work uses work developed as part of a previous project conducted by another contractor, which is deemed to be incomplete. Because this previous work was not formally been accepted by the City of El Paso, data from the previous effort will require review and may be modified as part of this process.
- Information that is assembled for this planning effort will be obtained from readily available sources.
- Where possible, information already obtained or owned by the City of El Paso will be used, so as to reduce the cost of acquiring information. The City and its affiliated entities such as EPWU will provide both existing conditions and future planning information.
- For clarity and to illustrate how this effort blends with previous project findings, the general sequence of tasks used by the previous contractor is continued. However, sub-tasks under each major task may vary from those previously included to reflect current project understanding and requirements.
- This scope completes work from Tasks 2 and 3 of the previous contractor's scope of work. Those items are the basis for subsequent tasks.
- The proposed work effort will focus on ETJ planning areas identified in the previous study and recommended at the end of previous Task 1. It will also include large undeveloped sections of the city that are already incorporated but where future city services will be required (far northwest and far northeast EPWU lands). The current ETJ study limits previously identified in Task 1 may be refined if city staff recommends that ownership or growth patterns indicate near term growth in those areas.
- Capital Improvement Requirements developed as part of this effort will be at a planning level and will follow the requirements of Texas Local Government Code Chapter 395 (Financing Capital Improvements). These are not intended to replace other detailed city-wide master planning efforts for each key infrastructure area, but will help to assess the impact of new development as it occurs. If deemed necessary, the recommendations may include the need to conduct more detailed evaluations of key areas to confirm proposed infrastructure requirements.
- These current tasks are not intended to provide a formal 10 year annexation plan, but can be used as information for an annexation plan. A formal annexation plan can be developed as a subsequent task.
- This effort is designed to be a collaborative effort between City staff and the Planning Team.

Task 0 – Project Kickoff Meeting with City of El Paso

Sub-Task 0.A – Kickoff Meeting with City Staff

1. Meet with city staff to establish contact information of key staff, obtain previous developed information and base files, confirm key deliverables and milestone dates, and review procedures to obtain input from other departments and from key stakeholders.
2. Review prior annexation studies and developer agreements, and comment as appropriate. Meet with the author of the 2005 Annexation Study to review methodology and gain understanding of study findings.

Sub-Task 0.B – Review recent Chapter 45 and Chapter 395 changes

1. Discuss with representatives of the City Attorney's office changes in Local Government Codes approved by the 2007 Legislature and signed by the Governor of Texas. Review potential impacts on funding and timing for providing services in El Paso.

Task 1 – Define Maximum Potential 10 Year Annexation Area

This task was essentially completed as part of previous effort by another contractor, and deliverables accepted by the City of El Paso. The task purpose was to identify and visually depict the maximum amount of territory that the City of El Paso could theoretically annex over the next 10 years within the constraints of Texas Local Government Code Chapter 43 and assuming the City annexed the maximum amount possible each of the next 10 years. In accepting the work, the City Plan Commission and City Council selected a line (4th tier out) that represented the best guess for the area that the City would reasonably extend to over the next 10 years. That line was modified per Council comments, and was used as the study boundary for subsequent Tasks 2 and 3.

Sub-Task 1.A – Review Potential Annexation Limits

1. As part of current effort, review potential annual annexation limits and recommended study limits as determined in previous project Task 1 and incorporate data into current planning.

Task 2 – Complete Preliminary Inventories and Review Growth Projections

This task was partially completed by another previous contractor. The task scope by the previous contractor was to have consisted of assembling an "inventory" of

existing services and facilities within the 10 year annexation planning area, including all services and facilities provided public or private entities, whether directly or by contract. It further sought to identify all services and facilities that the City of El Paso would be required to provide, based on current services provided in the incorporated areas of the City. It was to include a general analysis of the current capacity and utilization of existing capital improvements and services available within the annexation planning area to indicate the level of municipal services that could initially be provided after annexation, and other potential capital improvement needs.

The inventory was partially completed, but only for unincorporated areas in the potential annexation area. Most of the analysis was incomplete, and will be updated and completed under this scope of work. This updated scope also includes undeveloped areas within the incorporated limits of the City.

Sub-Task 2.A – Review Previously Assembled Inventory Information

1. Using files provided by the City of El Paso, prepare GIS database for use in this planning effort.
2. Review previously assembled inventory information, in both written report and GIS database format.
3. Obtain remaining information not assembled in previous tasks.
4. Determine where critical information is missing and request information from city staff.
5. Meet with local providers (franchise utility companies), school district representatives, and other area planning entities to confirm that information is the most up-to-date and complete information that is available. A total of 10 meetings with local providers are included in this scope of work.
6. Meet with El Paso Water Utilities (EPWU) in a workshop meeting to review EPWU long range planning projections for their water and wastewater systems serving the ETJ and undeveloped areas. Obtain and incorporate infrastructure findings of Northeast and Northwest area master plans.
7. Assemble data on known colonias in the ETJ planning areas, and review previous studies of these areas. From existing providers and the City of El Paso, obtain readily available information on existing service in these areas.
8. In conjunction with city staff, review property ownership in the ETJ and undeveloped areas and adjust potential growth areas to reflect known larger ownership tracts that might be incorporated and/or developed at one time.

Task 2.B – Review analysis of current capacity and utilization, and update as needed for this planning effort

1. Prepare more detailed summary of key infrastructure needs and issues for each type of infrastructure in the ETJ planning areas.
2. Prepare a summary of current infrastructure service in other undeveloped portions of the city (far Northwest, far Northeast).
3. Prepare a summary of current infrastructure service in known colonias (using existing studies of area colonias provided by the City of El Paso).

Task 2.C – Review population projections and adjust per staff recommendations

1. Obtain detailed TSZ population data from the El Paso MPO and incorporate into the study database.
2. Review population projections with city staff and adjust per comments received.

Task 3 – Prepare Land Use Assumptions

This task was partially completed by the previous contractor. The previous scope included the development of potential land use patterns for the 10 year annexation area on both the east and west sides of El Paso. It also included an initial review of how the City evaluates and assesses the potential costs and benefits of potential annexations, and was to develop a fiscal analysis tool for use by staff beyond this project.

Preliminary land use concept configurations for both the east and west areas were prepared. These were not accepted, and will be refined and added to as part of this updated scope. The fiscal impact assessment was not completed by the previous contractor. This revised scope also now includes large undeveloped areas in incorporated areas of the City.

Sub-Task 3.A – Review and adjust land use projections for near term ETJ areas

1. From readily available sources, obtain information on current absorption rates and annual growth in supply for both residential and commercial uses over the past five years. (Note – information sources will include local Board of Realtors, MPO, Chamber of Commerce and annual studies developed by Texas A&M University). These will be used as data for future land use growth projections.
2. Review previously prepared future land use projections.

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3. Adjust projected future land use assumptions based on currently observed development trends.

Sub-Task 3.B – Review Projected Land Use Assumptions for other large undeveloped but incorporated areas of the city

Incorporate land use assumptions developed by the EPWU for its facilities in the Northwest and Northeast master planned areas.

Prepare general preliminary land use assumptions for the remainder of the undeveloped areas.

Sub-Task 3.C – Review land use types and adjust as necessary

1. In a workshop meeting with city staff, review individual land use categories developed in the previous efforts, as well as typical infrastructure needs associated with each. Modify types and population projections for each as necessary to more accurately reflect current conditions in El Paso.

Sub-Task 3.D – Develop population projections for individual sub-sectors (using Traffic Survey Zones (TSZ) boundaries)

2. Prepare population assumptions for sub-sectors using MPO projections and TSZ boundaries.
3. Review with staff and adjust sub-sector boundaries as appropriate based on comments received.
4. Prepare summary report and maps in GIS format for staff review and comment.

Task 4.1 – Prepare Projected Future Capital Improvements Requirements and Potential Funding Options

Sub-Task 4.1.A – Assemble preliminary capital improvement requirement projections for ETJ areas (excluding known colonias)

1. Roads
2. Water and Sewer
3. Drainage
4. Public Safety
5. Community Services
6. Parks and Trails
7. Develop information in Table format, using sub-sector boundaries that can be assembled in different patterns to reflect different service time frame requirements.
8. Review with staff and modify as necessary per comments received.

9. Prepare summary report and maps in GIS format for staff review and comment.

Sub-Task 4.1.B – Assemble preliminary capital improvement requirement projections for incorporated but undeveloped areas

1. Roads
2. Water and Sewer
3. Drainage
4. Public Safety
5. Community Services
6. Parks and Trails
7. Develop information in Table format, using sub-sector boundaries that can be assembled in different patterns to reflect different service time frame requirements.
8. Review with staff and modify as necessary per comments received.
9. Prepare summary report and maps in GIS format for staff review and comment.

Sub-Task 4.1.C – Assemble preliminary capital improvement requirement projections for known colonias, based on available and known information.

1. Roads
2. Water and Sewer
3. Drainage
4. Public Safety
5. Community Services
6. Parks and Trails
7. Develop information in Table format, using sub-sector boundaries that can be assembled in different patterns to reflect different service time frame requirements.
8. Review with staff and modify as necessary per comments received.

Sub-Task 4.1.D – Prepare projected capital improvement plan costs for each component in the ETJ area (east and west)

1. Prepare costs in tabular format on a sub-sector basis.
2. Add cost information to data for each sub-sector in GIS.

Sub-Task 4.1.E – Prepare projected capital improvement plan costs for each component in the undeveloped incorporated areas (east and west)

1. Prepare costs in tabular format on a sub-sector basis.
2. Add cost information to data for each sub-sector in GIS.

Sub-Task 4.1.F – Prepare projected capital improvement plan costs for each component in the known colonias

1. Prepare costs in tabular format on a sub-sector basis.
2. Add cost information to data for each sub-sector in GIS.

Sub-Task 4.1.G – Prepare Capital Improvement Plan, tabulated by area and by potential timeframe in tabular format

1. Summarize costs to develop a broad overall impact by land use
2. Prepare in a Capital Improvements Plan format that meets the requirements of Local Code Chapter 395.0411
3. Review with staff in a workshop meeting and modify as necessary per comments received.

Task 4.2 - Explore Potential Infrastructure Funding/Financing Options

Sub-Task 4.1.H – Review financing and funding alternatives for capital improvements in all three areas

1. Assemble a list of potential funding sources and mechanisms that could be used for future capital improvements in new developing areas. In general, develop a summary of fiscal impact of each type of infrastructure and land use (i.e. level of subsidy required or not required for each land use type).

Sub-Task 4.I – Assemble information on Impact Fee Assessments

1. Review types of improvements that could be financed using an impact fee ordinance and program per Local Government Code Chapter 395.
2. Assemble list of projected requirements from Sub-Task 4.G above that could be funded using impact fee assessments.
3. Develop general assessment of potential impact assessment for each land use type in different areas of the city.
4. Provide brief summary of issues encountered in other municipalities in the adoption and administration of impact fees.

Sub-Task 4.J – Review Findings with Staff, Boards and Elected Officials

1. Prepare a briefing presentation and backup information summarizing the findings of the planning process on a task by task basis. Presentation will be in PowerPoint and handout format.
2. Conduct management level briefing for review and comments.
3. Present to City Plan Commission for review and comments.
4. Present to City Council in workshop format for review and comments.

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5. Summarize comments and recommendations

Sub-Task 4.K – Prepare final report

1. Prepare a report summarizing the findings of each task and the recommendations of the planning process. Submit a total of 15 draft copies to city staff for review and comment. Review draft in person with city staff.
2. Prepare a final report, incorporating comments by staff. Submit a total of 15 final copies, along with a digital original of the report.
3. Present final report to City Plan Commission for final approval.
4. Present final report to City Council for final approval.

Sub-Task 4.L – Assist City with Public Hearing Requirements

1. Provide information and presentation to assist with formal public review of the land use and capital improvements plan recommendations.
2. Attendance at public meetings can be provided as an additional service if required (not included in current scope of work).

End of Attachment 'A' Scope of Work

**ATTACHMENT "B" CITY CLERK DEPT.
CONSULTANT FEE PROPOSAL,
HOURLY RATE AND SCHEDULE 07 MAY 30 AM 10: 29**

Attachment 'B' – Required Fees

For the City of El Paso Annexation and Undeveloped Areas Impact and Strategy – Phase II

Fee Summary

Proposed fees to complete the project as per the scope of work on the preceding pages are as follows:

Project Management	\$ 10,400
Task 0 - Project Kickoff	\$ 6,500
Task 1 - Define Maximum 10-Year Annexation	\$ 4,600
Task 2 - Complete Preliminary Inventories and Review Growth Projections	\$ 83,500
Task 3 - Revise/Prepare Conceptual Land Use Assumptions	\$ 65,600
Task 4.1 - Projected Preliminary Infrastructure Requirements and Capital Improvements Plan	\$115,600
Task 4.2 - Potential Funding and Financing Options Final Presentations, Review, CPC, Council	\$ 78,550
TOTAL BASE FEE	\$364,750

Reimbursable Expenses (estimated, not-to-exceed without approval) \$ 24,500

Reimbursable Expenses

1. Out of pocket expenses related to travel, mileage, courier expenses, printing, postage and graphic reproduction shall be reimbursed at cost plus 10 percent to cover accounting and documenting costs.
2. Cost of permits or filing fees required by regulatory agencies or City departments obtained for the City shall be paid by the City.

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Additional Services and Hourly Rates

If authorized by the City in writing, the Consultant can perform additional services not currently included in this scope of services. For additional service tasks, the hourly rates shown below shall apply.

Hourly Rate Schedule – Halff Associates Inc.	
Classification	Hourly Rate Range
Principal in Charge/Project Manager	\$178. ⁰⁰
Co-Project Engineer/Lead Engineer	\$155. ⁰⁰
Senior Policy/Funding Planner	\$155. ⁰⁰
Engineer	\$100. ⁰⁰
Staff Planner	\$100. ⁰⁰
GIS Technician	\$75. ⁰⁰
Jr. Planner	\$60. ⁰⁰
Administrative Assistant	\$60. ⁰⁰

Note that hourly rates may be adjusted to reflect annual salary increases or cost of living adjustments. These typically occur mid-year. The overall amount for base fees shown above will not change, but hourly rates for additional services may be adjusted.

Schedule For the City of El Paso Annexation and Undeveloped Areas Assessment and Strategy – Phase II

Timeframe

The estimated schedule for completion of Tasks “0” through 4 shown above is shown below. This schedule assumes that work on some tasks may overlap and that all tasks may be worked on concurrently if necessary. Approvals prior to the beginning of the following task are not required. This schedule will be reviewed and confirmed or modified at the project kickoff meeting, and a formal schedule will be issued.

The Planning Team Design Professional acknowledges the importance to the Client of the Client’s project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule, as provided below. The Client understands, however, that the Design Professional’s performance must be governed by sound professional practices, and that the need to obtain additional information, as well as City, elected official and public review requirements. Should the Design Professional discern that the schedule will not be met for any reason, he or she shall so notify the Client as soon as practically possible and recommend modifications to the formal schedule that was previously approved.

Projected Schedule		
Task	Projected Duration	Estimated Completion
Projected Authorization Date 5-29-07		
Project Management	Ongoing throughout the planning effort	
Task 0 – Project Kickoff	One to Two Weeks	By June 14, 2007
Task 1 – Define Maximum Potential Area for 10 Year Annexation	Two Weeks	By June 14, 2007
Task 2 – Complete Inventories and Review Growth Projections	Eight to Twelve Weeks	By September 1, 2007
Task 3 – Complete Land Use Assumptions	Eight to Twelve Weeks	By October 1, 2007
Task 4 – Projected Preliminary Capital Improvements Plan	Twelve to Fourteen Weeks	By November 15, 2007
Task 4 – Potential Funding & Financing Options	Eight Weeks	By December 15, 2007
Final Presentations, Review, CPC and Council Action	Six to Eight Weeks	December 2007 to January 2008

ATTACHMENT "C" CITY CLERK DEPT.
INSURANCE CERTIFICATES 07 MAY 30 AM 10:34

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/21/2006

PRODUCER (972)581-4800 FAX (972)581-4850
Bell Insurance Agency
 16980 Dallas Parkway
 Dallas, TX 75248
Suzanne Flores

INSURED **Half Associates, Inc.**
Mr. Roger Burns
 8616 Northwest Plaza Dr.
 Dallas, TX 75225

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford Group	
INSURER B: ACE American Ins. Co.	
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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	46UUNIY5768	07/12/2006	07/12/2007	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	46UUNIY5768	07/12/2006	07/12/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	46XHUIY6677	07/12/2006	07/12/2007	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	46WENV6090	07/12/2006	07/12/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER PROFESSIONAL LIABILITY	EONG21673845	07/22/2006	07/12/2007	\$5,000,000 Per Claim Limit \$5,000,000 Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
FOR INFORMATION ONLY

CERTIFICATE HOLDER	CANCELLATION
CITY OF DALLAS 07 MAY 2006 AM 10:30 SAMPLE CERTIFICATE Attn: Susan Allemand	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Thomas J. Ashley/SHF

CITY CLERK DEPT.
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.