

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

DEPARTMENT: Engineering Department, Traffic Division
AGENDA DATE: October 16, 2007
CONTACT PERSON/PHONE: Ted Marquez, 541-4035
DISTRICT(S) AFFECTED: All Districts

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SUBJECT:

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **KIMLEY-HORN AND ASSOCIATES, INC.** to perform professional services for a project known as **"NEIGHBORHOOD TRAFFIC MANAGEMENT"** in an amount not to exceed **ONE HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE AND 00/100 DOLLARS (\$168,875.00)** for Basic Services and not to exceed **FOUR THOUSAND AND 00/100 (\$4,000)** per meeting for Additional Services, as needed.

BACKGROUND / DISCUSSION:

This Professional Services Agreement between the City and Kimley-Horn and Associates, Inc. shall provide comprehensive planning and engineering services to evaluate and establish Neighborhood Traffic Management policies and procedures designed to improve and preserve the City of El Paso's high quality of life standards. The consultant shall review existing *Neighborhood Traffic Management* practices as well as set forth recommendations and procedures so that the City of El Paso can implement a comprehensive *Neighborhood Traffic Management* program.

PRIOR COUNCIL ACTION: N/A

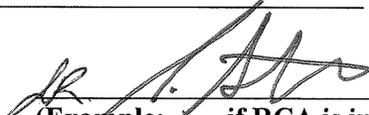
AMOUNT AND SOURCE OF FUNDING:

Funding Source	Fiscal year 2008 budget
Account No	502108
Department ID	35010048

BOARD / COMMISSION ACTION: 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 be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **KIMLEY-HORN AND ASSOCIATES, INC.** to perform professional services for a project known as **"NEIGHBORHOOD TRAFFIC MANAGEMENT"** in an amount not to exceed **ONE HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE AND 00/100 DOLLARS (\$168,875.00)** for Basic Services and **FOUR THOUSAND AND 00/100 (\$4,000)** for Additional Services, as needed.

ADOPTED this _____ day of _____, 2007

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

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APPROVED AS TO FORM:



Bertha A. Ontiveros
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
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 Kimley-Horn and Associates, Inc., a North Carolina Corporation, hereinafter referred to as the "Consultant".

WHEREAS, the City intends to engage the Consultant to perform professional services for a project known as "NEIGHBORHOOD TRAFFIC MANAGEMENT", 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 City, and the Consultant was selected through the City'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 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"	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
Attachment "E"	Insurance Certificates

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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 Scope of Services as further described in Attachment "A". Such Scope of Services shall be completed in accordance with the identified phases described in Attachment "D".

2.2 The City shall provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to the Project. In performing its services, the Consultant will be entitled to rely upon the accuracy of the City provided information.

2.5 The City hereby designates the City Engineer of the City of El Paso as the City'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 City's policies, and decisions with respect 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 City shall pay to the Consultant an amount not to exceed **ONE HUNDRED SIXTY EIGHT THOUSAND, EIGHT HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$168,875.00)** for all basic services and reimbursables performed pursuant to this Agreement. If authorized by prior written approval of the City Engineer, the City shall also pay to the Consultant an amount not to exceed **FOUR THOUSAND AND 00/100 DOLLARS (\$4,000)** for each additional meeting performed as Additional Services. 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 prior written approval by the City Engineer, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"**. City 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 City 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 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 services called for the services under this Agreement shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D"**.

4.2 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.

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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 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:

- 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

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- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

The Consultant shall provide coverage for “Any Auto” (either Company owned and/or rental, and/or employee owned) used to perform the services of this agreement.

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 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 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 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, 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.

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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.

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.

6.2 **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"**. It is acknowledged that the Consultant does not have control over all aspects of the Project 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"**.

7.3 **CONSULTANT'S QUALITY OF WORK.** 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

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allowances for periods of time required for the City's review, for the performance of the City'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 City. 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 models, website and other work product and 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 models, website and other work product and documents for its own purposes; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the City for any purpose other than that for which it was intended. The City shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the models, website and other work product and documents. The rights granted to the City herein for the use of the models, website and other work product and documents on additional projects shall not hold the Consultant responsible for any subsequent use of the models, website and other work product and documents except for the purpose for which it was intended. The Consultant shall provide the City with copies of the Instruments of Service in both electronic form and in hard copy, as requested by the City.

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 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.

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7.6 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.

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

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

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the City: The City of El Paso
 Attn: City Manager
 2 Civic Center Plaza
 El Paso, Texas 79901

With a Copy to: The City of El Paso
 Attn: City Engineer
 2 Civic Center Plaza
 El Paso, Texas 79901

To the Consultant: Kimley-Horn and Associates, Inc.
 Attn: Andrew Howard
 12700 Park Central Drive
 Dallas, Texas 75251

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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 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:

Kimley-Horn and Associates, Inc.

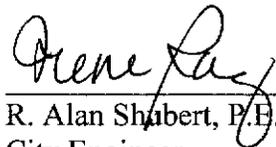

By: Tom Whalen
Title: Vice President

APPROVED AS TO FORM:



Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:


for _____
R. Alan Shubert, P.E.
City Engineer

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2007,
by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 12th day of October, 2007,
by Tom Whalen, as Vice President of Kimley-Horn and Associates, Inc..



Takesia Tate

Notary Public, State of Texas

ATTACHMENT "A"
AGREEMENT FOR CONSULTING SERVICES

August 28, 2007

Jacob Benfield, P.E., P.T.O.E.
Engineering Department
2 Civic Center Plaza
El Paso, Texas 79901

Re: Neighborhood Traffic Management

Dear Mr. Benfield:

Kimley-Horn and Associates, Inc. ("KHA" or "the Consultant") is pleased to submit this proposal to the City of El Paso ("the Client") for providing Neighborhood Traffic Management. Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

We understand that the City of El Paso is seeking a consultant to provide comprehensive planning and engineering services to evaluate and establish Neighborhood Traffic Management policies and procedures designed to improve and preserve the City of El Paso's high quality of life standards. KHA will review existing *Neighborhood Traffic Management* practices as well as set forth recommendations and procedures so that the City of El Paso can implement a comprehensive *Neighborhood Traffic Management* program.

KHA will review the existing state of *Neighborhood Traffic Management* in the City of El Paso, this includes but is not limited to review of the City of El Paso's existing ordinances, policies, and procedures, inventory and evaluation of existing *Neighborhood Traffic Management* infrastructure, presentation of general nationwide *Neighborhood Traffic Management* programs and techniques to staff, policy makers, writing or rewriting of any applicable city ordinances and policies, recommendations to implement a comprehensive *Neighborhood Traffic Management* program citywide for both existing and new development including staffing and fiscal requirements .

Scope of Services

Task 1 – Project Management

1.1 Project Reporting and Invoicing

Progress report to be provided on the 10th of each month to the City Project Manager To include the following:

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- Status of work completed to date
- Work anticipated to be completed in the next reporting period
- Problems and Obstacles identified during the reporting period
- Outstanding issues (items will remain on this list until resolved)

1.2 Project Kickoff Meeting

KHA will conduct an initial meeting with staff to establish communication protocol, request existing data and determine data needs and establish schedule.

Task 2 Existing Condition

2.1 Base Data Collection

KHA will inventory existing *Neighborhood Traffic Management* infrastructure.

2.2 Summary of Existing Policies

KHA will review all existing *Neighborhood Traffic Management* polices, procedures, and ordinances including existing thresholds and funding mechanisms.

Deliverable: A summary of existing *Neighborhood Traffic Management* ordinances, polices, thresholds, and procedures.

2.3 Goals and Objectives Workshop

After KHA has reviewed the City of El Paso's existing *Neighborhood Traffic Management* request and implementation procedures, including workflow and response time frames we will conduct a workshop with staff to identify deficiencies in the program and new goals and objectives for the future program.

2.4 Workflow and Staffing Report

KHA will identify the City of El Paso's existing staffing capabilities, responsibilities, expertise, and employee compensation associated with *Neighborhood Traffic Management*.

Deliverable: A workflow and staffing report.

2.5 Best Practices vs. Existing Conditions

KHA will review at least 10 other municipal neighborhood traffic management programs (approved by City of El Paso Project Manager) across the country to compare the following elements:

- Program staffing and budget
- Toolbox
- Work request procedures
- Integration with other programs

Deliverable: Existing policy, procedures, measures, and thresholds comparison report.

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AGREEMENT FOR CONSULTING SERVICES

2.6 Base Map

KHA will generate a base map to be used for each public meeting.

Deliverable: Maps and exhibits of existing *Neighborhood Traffic Management* features and district hot spots (to be completed after public involvement).

2.7 Traffic Simulations

KHA will create 5 traffic simulations of typical neighborhood traffic management techniques. In addition, KHA will review all existing software and equipment utilized by staff to manage existing *Neighborhood Traffic Management* efforts.

Deliverable: Simulations of various *Traffic Calming and Neighborhood Traffic Management measures* at district hot spots s directed by staff.

Task 3 Public and Policy Involvement

3.1 Public Education Campaign, Web Site Launch and Media Outreach

KHA will establish public education and outreach program and assist staff with implementing the education program prior to public meetings.

Deliverable: Web Site shell and base information, meeting notices and mailing preparation for 200 and in PDF form for emailing, 11 media advisories and pre-education campaign material.

3.2 Policy Maker Briefings

KHA will be available for one City Plan Commission meeting, and two City Council meetings as determined by the City Manager.

3.3 Eight Council District, One ETJ Public Meeting, One with Development Community and One Final Public Meeting

KHA will organize, conduct, and document one public involvement meeting in each of the City of El Paso's eight council districts. The meetings shall consist of public education regarding principals and practice of *Neighborhood Traffic Management*, including presentation of various nationwide *Neighborhood Traffic Management* practices, measures, effectiveness, cost, and achievements. The consultant will also be responsible for documenting and including public contributions in the development of comprehensive the *Neighborhood Traffic Management* program. KHA will conduct two additional public meetings to address *Neighborhood Traffic Management* within the City of El Paso's extraterritorial jurisdiction, and with development interest focusing on *Neighborhood Traffic Management* associated with new development. KHA will conclude the public involvement task with an open house citywide public meeting to unveil the draft manual and ordinance. The city shall contribute to the public meetings by providing mailing lists.

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ATTACHMENT "A"
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3.4 Analysis of Meetings and Documentation

KHA will document each meeting and provide an executive summary to be reviewed by staff and posted on the project web-site.

3.5 Staff Meetings

In coordination with other scheduled trips to El Paso, KHA will conduct five staff meetings to update staff on progress and solicit input at critical points during the planning process.

3.6 Walking Audits and Front Yard Meetings

In coordination with Public Meetings, KHA will conduct ten walking audits and/or front yard meetings.

Task 4 Neighborhood Traffic Management Manual and Program

4.1 Draft Manual and Warrant Analysis

KHA will generate a draft manual and warrant analysis that is customized for the City of El Paso based upon public and policy involvement.

Deliverable: Ten printed and one electronic version of the Draft *Neighborhood Traffic Management Guideline Manual* for the City of El Paso based on input from the public involvement, policy involvement, staff involvement, and approved by the City Council. The manual shall include a warrant system for the implementation of *Neighborhood Traffic Management* measures.

4.2 Draft Ordinance

In coordination with other City of El Paso Ordinance writing and review, KHA will generate an ordinance to implement the Neighborhood Traffic Management guidelines or re-write existing ordinances.

Deliverable: Draft ordinances to implement the *Neighborhood Traffic Management* guidelines for both established and new developments.

4.3 Cost Estimates and Cost Effectiveness Tables

KHA will generate planning level cost estimates for typical application of neighborhood traffic management techniques.

Deliverables: Cost estimates of various *Neighborhood Traffic Management* measures. Tables including cost effectiveness that detail common issues with the appropriate level of *Neighborhood Traffic Management*.

4.4 Public Improvement District Guidelines and Other Fiscal Options

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KHA will provide a framework for establishing PIDs and list other fiscal options for funding the Neighborhood Traffic Management Program.

Deliverable: Guidelines for the establishment of Public Improvements Districts and other funding programs.

Deliverable: Expected fiscal requirements based on population in order to fund the *Neighborhood Traffic Management* program.

4.5 Staffing Requirements and Training on New Software

Based upon review of other programs across the nation and staff input.

Deliverable: A report detailing *Neighborhood Traffic Management* staffing and budgeting requirements including essential resources and equipment to maintain a *Neighborhood Traffic Management* program.

Deliverable: Staff training for any recommended software or equipment associated with the implementation of the comprehensive *Neighborhood Traffic Management* program.

4.6 Final Manual and Ordinance

Based upon staff, policy and public involvement KHA will produce a final version of the Manual and Ordinance for consideration by the City Plan Commission and the City Council.

Deliverable: Thirty printed and bound and thirty electronic versions of the Final Manual and Ordinance.

4.7 Complete Web Site

KHA will finalize the web site after adoption of the plan by City Council.

Deliverable: The consultant shall provide a user-friendly web page to aide residents and developers with the *Neighborhood Traffic Management* program.

4.8 Bilingual Information Packet

Based upon staff, policy and public involvement KHA will generate an information packet to describe the Neighborhood Traffic Management Program.

Deliverable: Bilingual (English/Spanish) informational packet/ brochure summarizing the comprehensive *Neighborhood Traffic Management* program for public distribution.

GENERAL REQUIREMENTS AND CRITERIA:

1. All recommendations set forth by the consultant shall comply with all state, federal, and local ADA requirements.
2. All recommendations set forth by the consultant shall incorporate the

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needs of pedestrians, bicyclists, and emergency response agencies.

3. All recommendations set forth by the consultant shall meet the requirements of the Texas Manual of Traffic Control Devices and all other applicable engineering standards.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- *Any updates to the Regional Travel Demand Model*
- *Traffic Counts*
- *Printing of the Information Packets*

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional Meetings
- Additional Traffic Simulations
- Regional Travel Demand Modeling

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by KHA during the project, including but not limited to the following:

- All data request
- Staff salaries and compensation schedules
- Program and division budgets

Schedule

We will provide our services as expeditiously as practicable to meet the following mutually agreed upon schedule.

ATTACHMENT "B"
AGREEMENT FOR CONSULTING SERVICES

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Staff Categories
Year 2007 Blended Billing Rates and Costs

Units
Neighborhood Traffic Management Program
Task 1 Project Management
1.1: Project Reporting and Invoicing
1.2: Project Kickoff Meeting
Task 2 Existing Conditions
2.1: Base Data Collection
2.2: Summary of Existing Policies
2.3: Goals and Objectives Workshop
2.4: Workflow and Staffing Report
2.5: Best Practices vs. Existing Conditions
2.6: Base Map
2.7: Traffic Simulations 5
Task 3 Public and Policy Involvement
3.1 Education Campaign, Web Site and Media Outreach
3.2 Policy Maker Briefings3*
3.3 Eight Council District and 2 ETJ Public Meeting and Final Public Meeting 11 total
3.4 Analysis of Meeting/Documentation
3.5 Staff Meetings 5
3.6 Walking Audits, Front Yard Meetings 10
Task 4 Neighborhood Traffic Management Guidelines Manual and Program
4.1 Draft Manual and Warrant System
4.2 Draft Ordinance
4.3 Cost Estimates and Cost Effectiveness Table
4.4 PID Guidelines/fiscal requirements
4.5 Staffing Requirements/Training
4.6 Final Manual and Ordinance 30 copies
4.7 Complete Web Site
4.8 Bilingual Information Packet print ready

1,331
Lump Sum Totals

Kimley-Horn									
Senior Engineer / Professional I	Senior Engineer / Professional II	Planner / Professional	Cad Tech	Designer	Analyst	Support / Technician	Labor Total	Expenses	Grand
\$ 220.00	\$ 180.00	\$ 125.00	\$ 75.00	\$ 90.00	\$ 95.00	\$ 100.00			
Hours	Hours	Hours	Hours	Hours	Hours	Hours	Fee Dollars	Items	Total
		9				24	\$ 3,525		\$ 3,525
	9	12			9	4	\$ 4,375	\$ 900	\$ 5,275
		3	10			12	\$ 2,465		\$ 2,465
		4				4	\$ 1,080		\$ 1,080
	2	8				8	\$ 2,320	\$ 1,200	\$ 3,520
	4	14				12	\$ 4,010	\$ 150	\$ 4,160
		12				19	\$ 3,505		\$ 3,505
		14	22			18	\$ 5,310		\$ 5,310
		19	12			46	\$ 7,945		\$ 7,945
		24				36	\$ 9,020	\$ 5,500	\$ 14,520
		24				30	\$ 6,450	\$ 2,800	\$ 9,250
		125	32			155	\$ 34,550	\$ 4,500	\$ 39,050
		4				26	\$ 4,170		\$ 4,170
		12				12	\$ 2,640		\$ 2,640
		10				10	\$ 2,200		\$ 2,200
		9	36	24	12	42	\$ 13,790	\$ 2,000	\$ 15,790
	4	32			12	14	\$ 7,530		\$ 7,530
		12				27	\$ 4,265		\$ 4,265
		18				21	\$ 4,445		\$ 4,445
		12				12	\$ 2,740		\$ 2,740
		12	6	12		24	\$ 5,510	\$ 3,000	\$ 8,510
		12				24	\$ 4,980	\$ 12,000	\$ 16,980
		8				20	\$ 3,500		\$ 3,500
	0	28	436	106	36	581			
						144	\$ 136,825	\$ 32,050	\$ 168,875

*Additional meetings will be charged hourly and each additional meeting is estimated to cost \$4,000 to \$5,000

For the Project known as Neighborhood Traffic Management, hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

BASIC SERVICES

TITLE: Neighborhood Traffic Management

LOCATIONS: Citywide

BUDGET: Not to exceed \$375,000 for project term.

Consultant shall provide the basic services set forth in Attachment "A" as the Scope of Services.

GENERAL REQUIREMENTS AND CRITERIA:

1. All recommendations set forth by the consultant shall comply with all state, federal, and local ADA requirements.
2. All recommendations set forth by the consultant shall incorporate the needs of pedestrians, bicyclists, and emergency response agencies.
3. All recommendations set forth by the consultant shall meet the requirements of the Texas Manual of Traffic Control Devices and all other applicable engineering standards.

ADDITIONAL SERVICES

BUDGET: Not to exceed \$4,000 per meeting.

Any services not specifically provided for in the above scope will be considered additional services and can be performed at the hourly rates set forth in Attachment B. Additional services shall be the following:

- Additional Meetings as authorized by the City Engineer

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ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as Neighborhood Traffic Management (NTP), hereinafter referred to as the Project, the City will compensate the Consultant an amount not to exceed **One Hundred Sixty Eight Thousand, Eight Hundred Seventy-Five AND 00/100 DOLLARS (\$168,875.00)** for all Basic Services and **Four Thousand AND 00/100 DOLLARS (\$4,000.00)** per additional meetings if authorized in writing by City Engineer.

PAYMENT SCHEDULE

The compensation for each phase of the basic services on each consultant contract shall be made in proportion to the services performed for that phase, so that the compensation made after the approved completion of each phase shall bring the fee up to the following percentages of the total basic compensation:

	<u>Percent of Payment to Consultant</u>
Project Management	5.25%
Existing Condition Phase	16.5%
Public & Policy Involvement Phase	40.5%
NTP Manual & Program Phase	37.75%

Payment for each Phase shall be made on a monthly basis. The City shall make payments upon presentation of the Consultant's detailed invoice and accompanying summary and progress report and the City's written approval.

DELIVERABLE SCHEDULE

EXISTING CONDITION PHASE

The services called for in the Existing Condition Phase of this Agreement shall be completed and all deliverables shall be submitted within **30 consecutive calendar days** following written authorization from the City for the Consultant to proceed.

PUBLIC & POLICY INVOLVEMENT PHASE

The services called for in the Public & Policy Involvement Phase of this Agreement shall be completed and all deliverables shall be submitted within **105 consecutive calendar days (provided that the all meetings can be scheduled within 105 consecutive calendar days)** following written authorization from the City for the Consultant to proceed.

NTP MANUAL & PROGRAM PHASE

The services called for in the NTP Manual & Program Phase of this Agreement shall be completed and all deliverables shall be submitted within **150 consecutive calendar days** following written authorization from the City for the Consultant to proceed.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

CITY OF EL PASO

PROJECT: NEIGHBORHOOD TRAFFIC MANAGEMENT

The premium for this endorsement is \$ NIL

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Endorsement Effective 09/01/2007

Policy No. 836G878-3-07

Endorsement No.

Insured Kimley-Horn and Associates, Inc.

Insurance Company Travelers Property Casualty Co of America

Countersigned by

James E. Schumbie, Jr.

WC000313 (6-93)

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CITY CLERK DEPT.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/6/07

PRODUCER BB&T Insurance Services, Inc. 7823 National Service Road 2nd Floor Greensboro, NC 27419	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 #
INSURED Kimley-Horn and Associates Inc. 3001 Weston Parkway PO Box 33068 Raleigh, NC 27636	INSURER A: Lexington Insurance Company	19437
	INSURER B:	
	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
		GENERAL LIABILITY <input 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				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		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 AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	0517215	12/09/06	12/09/07	\$2,000,000 Per Claim \$2,000,000 Aggregate

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

Neighborhood Traffic Management

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CERTIFICATE HOLDER

City of El Paso
 2 Civic Center Plaza
 El Paso, TX 79901

CANCELLATION

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

Stuart C Thomas

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.

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Summary

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Project Name: Neighborhood Traffic Management Guidelines

District: Citywide

Scope of work

The consultant shall provide comprehensive planning and engineering services to evaluate and establish Neighborhood Traffic Management policies and procedures designed to improve and preserve the City of El Paso's high quality of life standards. The consultant shall review existing *Neighborhood Traffic Management* practices as well as set forth recommendations and procedures so that the City of El Paso can implement a comprehensive *Neighborhood Traffic Management* program.

The Consultant shall review the existing state of *Neighborhood Traffic Management* in the City of El Paso, this includes but is not limited to review of the City of El Paso's existing ordinances, policies, and procedures, inventory and evaluation of existing *Neighborhood Traffic Management* infrastructure, presentation of general nationwide *Neighborhood Traffic Management* programs and techniques to staff, policy makers, writing or rewriting of any applicable city ordinances and policies, recommendations to implement a comprehensive *Neighborhood Traffic Management* program citywide for both existing and new development including staffing and fiscal requirements .

Department Requesting Service: Engineering Department

Procurement Type: Architect/Engineer Selection Process (Qualification based)

Request for Qualification Notification Date: June 29, 2007

Firms that were notified: All pre-qualified Civil and Traffic Engineering firm

Request for Qualification Due Date: July 13, 2007

Architect/Engineer firms that submitted RFQ packages:

Kimley-Horn
Walter P. Moore
Martinez Engineering Group

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Architect Engineer Selection Committee Members

- Pat Aauto, Deputy City Manager**
- Alan Shubert, City Engineer**
- Irene Ramirez, Assistant City Engineer**
- Ted Marquez, Assistant City Engineer**
- Sam Rodriguez, Engineering Division Manager**

Date Final ranking was submitted: July 24, 2007

Final Ranking of Firms

Firm	Rank	Outcome
Kimley-Horn	1	Finalist
Walter P. Moore	2	Not selected
Martinez Engineering Group	3	Not selected

Date firms were notified in writing of final selection: August 2, 2007

SELECTION OF PROFESSIONAL SERVICES

PROJECT NAME: Neighborhood Traffic Management Program

RATER: _____ **DATE:** _____

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Firms: A=
 B=
 C=
 D=

1. PERFORMANCE REVIEW OF THE PRIME (On previous projects)	A	B	C	D
a. Are their assignments typically completed on schedule 5				
b. Are their estimates usually reasonably close to actual bids. 10				
c. Were their projects completed as designed with no change orders required due to errors & omissions? 10				

2. SUBMITTAL BY THE PRIME	A	B	C	D
a. Did the firm adequately explain their strategy to accomplish the scope of work? 10				
b. Did the firm list at least one major issue that could affect this project? 10				
c. Did the firm explain why the project manager is the best candidate and how they will address the above issues? 10				
d. Did the firm clearly explain their assignment approach? 9				
e. Did the firm completely detail how their competency and experience are pertinent? 5				
f. Did the firm prove they have the ability to be immediately responsive to issues during the project? 20				
i. DBE: Prime = 2 Subs = 1 Both = 3 Veteran = 1* * See attached narrative 3				

TOTAL SCORE	92			
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