

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

**DEPARTMENT:** Museums and Cultural Affairs

**AGENDA DATE:** November 9, 2010

**CONTACT PERSON NAME AND PHONE NUMBER:** Sean McGlynn, MCAD Director, 541-4896

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Approve a Resolution that the City Manager be authorized to sign a Service Agreement by and between the City of El Paso ("CITY") and Vicki Scuri, for the amount of \$127,350.00 to assist with the creation of a Master Plan for the I-10 Corridor Aesthetic Improvement Project identified in the 2008 Comprehensive Mobility Plan in collaboration with the Camino Real Regional Mobility Authority ("CRRMA") and TxDOT, costs to be covered according to the Interlocal Agreement between the City and the CRRMA.

**BACKGROUND / DISCUSSION:**

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

City of El Paso will contract with artist Vicki Scuri to develop the I-10 Corridor Aesthetic Improvement Project, as identified within the 2008 CMP.

**PRIOR COUNCIL ACTION:**

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

N/A

**AMOUNT AND SOURCE OF FUNDING:**

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

Texas Department of Transportation Category 2 funds

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

# RESOLUTION

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

THAT the City Manager be authorized to sign a Service Agreement by and between the City of El Paso ("CITY") and Vicki Scuri, for the amount of \$127,350.00 to assist with the creation of a Master Plan for the I-10 Corridor Aesthetic Improvement Project identified in the 2008 Comprehensive Mobility Plan in collaboration with the Camino Real Regional Mobility Authority ("CRRMA") and TxDOT, costs to be covered according to the Interlocal Agreement between the City and the CRRMA.

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2010.

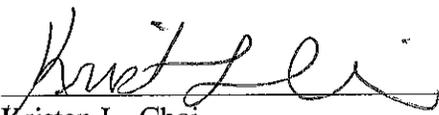
CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

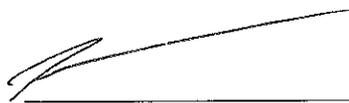
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kristen L. Choi  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Sean P. McGlynn, Director  
Museums and Cultural Affairs Department



**ARTICLE ONE**  
**Contractual Relationship**

1.1 The City agrees to engage Artist, and Artist hereby agrees to perform services as required under this Agreement. The selection of Artist was based on the qualifications of Vicki Scuri, who possesses the skills to render and produce the Conceptual Design as set forth herein.

1.2 Artist is an independent contractor. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the Parties or any of their officers, employees, agents or contractors.

1.3 Artist shall not receive any compensation or benefits from the City, other than as expressly set forth in this Agreement or in a subsequent written agreement that is signed by both parties.

1.4 Artist does not have, and will not attempt to assert, the authority to make commitments for or to bind the City to any obligation other than the obligations set forth in this Agreement or in any subsequent written agreement that is signed by both parties.

**ARTICLE TWO**  
**Scope of Services**

**2.1 Artist's Obligations.**

2.1.1 Artist shall perform all services and furnish all supplies, materials and/or equipment as necessary for the creation of a "Conceptual Design" for the I-10 Corridor Project and will review and evaluate the work created by HNTB for the Spaghetti Bowl Project funded by TxDOT and propose options and modifications to complement the Conceptual Design for the I-10 Corridor Project. Artist will design the Conceptual Design in accordance with the specified schedule and as more fully described in EXHIBIT "A" attached hereto and incorporated herein by reference. All work will be done in collaboration with the El Paso Museums and Cultural Affairs Department ("MCAD") and all parties identified by MCAD as reviewing parties. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

2.1.2 Artist shall determine the expression, and design approach of each element of the design encompassed in the Conceptual Design, subject to review and acceptance by the reviewing parties which may include, but not be limited to a steering committee that will oversee the project, the CRRMA, the General Engineering Consultant ("GEC") engaged by the CRRMA, TxDOT and any other parties identified by MCAD as set forth in this Agreement. All aspects of Artist's Services shall be coordinated with MCAD's Public Arts Coordinator.

- 2.1.3 Artist shall prepare the Conceptual Design. The design concept in the Conceptual Design shall include a conceptual approach for the I-10 Project including civic entryways, gateways, lighting, fencing, slope paving, bridges: wings, walls, abutments, barrier rails, columns, spans and girders, landscaping, special treatments: towers, markers, murals medallions, railroad arches or other private, public options, as appropriate.
- 2.1.4 At the discretion of the City, acting through MCAD, Artist shall attend public information meetings with the general public, attend design and construction coordination meetings with TxDOT, CRRMA, the GEC and other parties, as appropriate and identified by MCAD, to communicate about the Conceptual Design and to ensure that the Conceptual Design can be appropriately integrated and/or implemented.
- 2.1.5 Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.
- 2.1.6 Artist will work with GEC to ensure that the Conceptual Design is in compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations.
- 2.1.7 Artist will work with two local artists who will be engaged by the City to serve as apprentices working under the Artist during the development of the Conceptual Design (hereinafter the "Apprentices"). This shall include allowing the Apprentices to participate in the following: collecting information for the Conceptual Design, site review, community meetings and other meetings coordinated by MCAD. MCAD and Artist shall agree on additional duties to be coordinated with the Apprentices, which may include but not be limited to Artist receiving proposals and presentations from the Apprentices to be incorporated into the Conceptual Design.
- 2.1.8 This Agreement is subject to the approval of CRRMA and TxDOT. No funds shall be expended by the City or the Artist in connection with this Agreement until such time as the City has received written notice of the approval of this Agreement and an agreement between City and CRRMA regarding the development of the I-10 Project.

## **2.2 City's Obligations.**

- 2.2.1 MCAD shall be responsible for leading Artist through the required review process. MCAD shall be responsible for organizing and scheduling meetings with reviewing Parties, and for providing Artist written instructions for the materials required at such meetings.

## **2.3 Design.**

### **2.3.1 Concept/Schematic Design**

- 2.3.1.1 The Artist's fee proposal dated November 3, 2010 is attached hereto as Exhibit "A" and incorporated as if fully set forth herein. Upon MCAD's notice to proceed, Artist shall begin milestone 1, and shall complete each milestone within the number of days stated on Exhibit "A," unless parties agree to alter the number of days. MCAD shall provide notice to Artist to proceed on each milestone listed on Exhibit "A".
- 2.3.1.2 Artist shall coordinate with the GEC hired by the CRRMA at all stages of the services to ensure compliance with all applicable requirements.

## **2.3.2 Approval**

- 2.3.2.1 Within a reasonable time after the Artist submits the completed Conceptual Design for review by the require parties, MCAD shall notify Artist whether it approves or disapproves of the Conceptual Design. The reviewing parties will have discretion in approving outright or with conditions, or rejecting the Conceptual Design. The City, through MCAD, shall notify Artist of any revisions to the Conceptual Design that are necessary for the Conceptual Design to comply with any applicable laws, ordinances and/or regulations and other reasons including, but not limited to, ensuring the physical integrity of the Conceptual Design. If agreed upon by both parties, such revisions will become a part of the accepted Artwork.
- 2.3.2.2 If the reviewing parties disapprove of or require revisions to the Conceptual Design, MCAD will submit to Artist in writing the reasons for such disapproval or requested revisions. In such event, Artist shall submit a revised design ("Revised Conceptual Design Document") within 30 days after the MCAD has notified Artist of the reviewing parties' disapproval or requested revisions. Artist will not be paid an additional fee for the Revised Conceptual Design.
- 2.3.2.3 The Revised Conceptual Design will reflect changes made to address the reviewing parties' stated reasons for disapproval or requested revisions, as well as any adjustments in the budget or schedule that may be necessary. The City shall notify Artist in writing whether the Conceptual Design is approved or disapproved of the Revised Conceptual Design within ten (10) days after Artist submits the Revised Conceptual Design.
- 2.3.2.4 If Artist refuses to revise the Artwork pursuant to Section 2.3.2.2, or if Artist fails to adequately revise the Artwork in the judgment of the reviewing Parties, this Agreement will terminate and the parties will be under no further obligation to each other as of the date of such termination. The effective date of termination will be the date the City, acting through MCAD, submits its written disapproval of the Revised Conceptual Design to Artist. MCAD shall submit to Artist a written termination notice with the disapproval. The termination notice must advise Artist that this Agreement has been terminated

pursuant to this Article. The termination notice will notify Artist that Artist is entitled to retain the compensation paid prior to the termination date, and that the Parties are under no further obligation to each other. The termination notice will confirm that the City will retain ownership of the Conceptual Design, the revised Conceptual Design and renderings thereof submitted hereunder.

### **2.3.3 Final/Construction Documents**

2.3.3.1 Upon acceptance of the Conceptual Design or the Revised Conceptual Design, and the approval of the elements of the Conceptual Design for implementation by the City, CRRMA and TxDOT, the parties will enter into a subsequent agreement for Design Development and Final Construction Documents.

## **ARTICLE THREE Term and Termination**

**3.1 Term.** This Agreement will be in effect for two (2) years from the effective date, or until terminated earlier as provided for herein.

**3.2 Unilateral Termination.** The City may unilaterally terminate the Agreement with or without cause at any time, such termination effective immediately upon written notice to Artist as provided herein. In the event the City terminates this Agreement, Artist will be entitled to compensation for services in accordance with the Payment Schedule as described below in Article 4, with the understanding that the final 25% of the contract price may be withheld unless 100% completion of the Conceptual Design is provided by Artist and is accepted by the City. Should the City unilaterally terminate this Agreement, the City will retain the Conceptual Design and all rights thereto.

**3.3 Termination by Mutual Consent.** The Parties may terminate the Agreement by mutual consent upon terms that they agree to in writing.

**3.4 Time of Performance– Force Majeure.** The Services must be undertaken and completed as appropriate to carry out the purposes of this Agreement. Except as otherwise provided, neither Artist nor the City will be liable to the other for any delay in, or failure of performance of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. “Force majeure” includes those causes generally recognized under Texas law as constituting impossible conditions.

**ARTICLE FOUR**  
**Fees and Expenses**

**4.1 Fee.** Artist agrees to perform the services contemplated hereunder for a total fee of up to ONE HUNDRED TWENTY SEVEN THOUSAND, THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$127,350.00). Artist shall be paid in accordance with the Payment Schedule set forth below and more fully described in Exhibit "A" attached hereto and fully incorporated by reference.

**4.2 Payment Schedule.**

- 4.2.1 Upon reasonable time after funds are made available to the City, after receipt by MCAD of an itemized statement from the Artist to document the completion of **Milestone 1**, the City shall pay to Artist an amount not to exceed EIGHT THOUSAND, ONE HUNDRED AND NO/100 DOLLARS (\$8,100.00), for the purchase of material or labor, for the phase of the project.
- 4.2.2 Upon reasonable time after funds are made available to the City, after receipt by MCAD of an itemized statement from the Artist to document the completion of **Milestone 2**, the City shall pay to Artist an amount not to exceed THIRTY-SEVEN THOUSAND, ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$37,125.00), for the purchase of material or labor, for the Design phase of the project.
- 4.3.3 Upon reasonable time after funds are made available to the City, after receipt by MCAD of an itemized statement from the Artist to document the completion of **Milestone 3**, and the approval of the Conceptual Design or Revised Conceptual Design, the City shall pay to Artist an amount not to exceed THIRTY-SEVEN THOUSAND, ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$37,125.00), for the purchase of material or labor, for the Conceptual Design.
- 4.3.4 Upon reasonable time after funds are made available to the City, after receipt by MCAD of an itemized statement from the Artist to document the completion of on call services as discussed in Exhibit "A" and as will be determined by the Parties for enhancement to the Conceptual Design, City will pay to Artist an amount not to exceed THIRTY-FIVE THOUSAND and NO/100 (\$35,000.00).
- 4.3.5 City shall reimburse Artist for travel related expenses and direct expenses upon a reasonable time after receipt of Artists proof of payment for up to the following amounts:

**Travel Allowance & Direct Expenses: \$10,000.00**

Allow three (3) scheduled trips and one additional trip to coordinate with Artists, HNTB & City, if needed.

- Airfare: 4 @ \$625.00 = \$2,500.00
- Rental Car: Approximately \$50.00/day or 4 weeks @ \$200.00/week = \$800.00
- Hotel: 20 nights @ approximately \$100.00/night = \$2,000.00
- Parking: 25 days @ \$16.00/day = \$400.00
- Meals: 20 days @ \$40.00/day = \$800.00

Sub-total: \$6,500.00 (approximately \$1,625.00/trip . . . costs may vary)

- Direct expenses: Xeroxing, Printing, Computer Services, Photographic Services, Consulting Services, Shipping, Mailing, Materials as need to reports, models, etc: Allowance: \$3,500.00

Sub-total: \$10,000.00

## ARTICLE FIVE

### Insurance and Indemnification Provisions

**5.1 LIABILITY INSURANCE.** Artist shall provide Commercial General Liability insurance in the amount of \$1,000,000 combined, single limit bodily injury and property damage. City shall be listed as an additional name insured on the policy for all operations performed within the scope of this Agreement between the City and the Artist. Artist shall provide general liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per person, and Five Hundred Thousand and No/100 Dollars (\$500,000.00) for two (2) or more persons in any one accident, and, in addition, shall provide property damage liability insurance in a minimum sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) for property damage growing out of any one accident or other cause.

5.1.1 Artist is required to purchase liability insurance on behalf of the City or, alternatively, may name the City as an additional insured on the policy of general liability insurance referenced above.

5.1.2 Artist shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise as a result of Artist's performance of this Agreement and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and contractors, its officers, agents, servants or employees up to the limits of the liability shown in the certificate of insurance.

5.1.3 No Services will be provided by the City until Artist files a copy of the policy or certificate of liability insurance as herein set forth with the City Clerk and MCAD. Such policy or certificate must provide that the insurance cannot be canceled or the

amount of coverage changed without ten (10) days prior written notice to the City Clerk. Failure to keep the policy in full force and effect throughout the Term of this Agreement will be grounds for cancellation of this Agreement.

**5.2 INDEMNITY.** As a condition of this Agreement, Artist or its insurer will INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL ADMINISTRATIVE PROCEEDINGS, CLAIMS OR DEMANDS AND COSTS ATTENDANT THERETO, ARISING FROM, IN CONNECTION WITH OR CAUSED BY: (A) ANY PERSONAL INJURY OR PROPERTY DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY ACT OR OMISSION OF ARTIST. Without modifying the conditions precedent for preserving defenses, asserting claims or enforcing any legal liability, against the City as required by the City Charter or any law, the City shall promptly forward to Artist/insurer every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Artist/insurer will thereafter: 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as Artist/insurer may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Artist/insurer shall pay all judgments in actions defended by Artist/insurer pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Artist/insurer, and premiums on any appeal bonds. The City, at its election shall have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City shall not be responsible for any loss of or damage to Artist's property from any cause.

## ARTICLE SEVEN Copyright

7.1 The issue of copyright will be treated in accordance with applicable law and City ordinances.

7.2 Subject to the provisions noted herein, the Artist shall retain all proprietary rights for work created by the Artist or Apprentices, including copyright, patent, trademark, trade-secret and other rights in the project designs, the conceptual design plan or other work provided by the Artist or Apprentices pursuant to this Agreement (collectively referred to as the "Artist's Work"). After completion or termination of this Agreement and the acceptance of the Conceptual Design or Revised Conceptual Design, all Artist's Work shall remain the property of the City. Except as may be expressly noted herein, all data prepared by the Artist and Apprentices shall be provided to the City without restriction or limitation on further use. All documents not already provided to the City shall be transmitted in the form of electronic version (or photocopy reproduction when an electronic version is not available) within a reasonable time following completion or termination of this Agreement and acceptance of the Conceptual Design or Revised Conceptual Design.

Further, the Artist and Apprentices shall grant the City an irrevocable, perpetual, nonexclusive license to use all intellectual property acquired or developed under this Agreement. Such grant includes, but is not limited to, the City's ability to: (i) develop, design and construct additional aesthetic improvements in the region based in whole or in part on the Artist's Work; (ii) graphically reproduce (through digital media or otherwise) the conceptual design plan or any other parts of the Artist's Work; (iii) authorize third parties to graphically reproduce and distribute such work as desired by the City to promote or display the Artist's Work; and (iv) to promote or display the development, design or construction of any aesthetic improvements developed in whole or in part on the Artist's Work. In the event any reproduction of the Artist's Work is pursued, the Artist shall be acknowledged on each reproduction. All rights enumerated herein shall be assignable by the City to TxDOT, and Artist recognizes that City will assign these rights to TxDOT for development of the I-10 Project; provided, however, that the parties recognize the preference that the implementation of any aesthetic projects resulting from the Artist's Work be limited to implementation within the El Paso District of the Texas Department of Transportation.

**7.3** The City acknowledges that Artist is retaining the copyright of the design. Artist will be responsible for registering with the United States Register of Copyrights, a copyright in the design in the Artist's name, at Artist's expense. The City will not be responsible for the payment of any royalties to the Artist who created the Conceptual Design, through any activities of the City or any third party.

## **ARTICLE EIGHT**

### **General Administrative Provisions**

**8.1 Governmental Function.** Artist expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties hereby agree that the City enters into this Agreement in its capacity as a governmental entity for the purpose of performing a governmental function.

**8.2 City Not Obligated to Third Parties.** The City will not be obligated or liable hereunder to any person other than Artist.

**8.3 Waiver/Modification of Agreement.** Except as expressly noted herein, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained will be valid unless provided as a written amendment hereto signed and approved as provided herein. No evidence of any waiver or modification may be offered or received in evidence of any proceeding arising between the Parties out of or affecting this Agreement, or the rights or obligations of the Parties under this Agreement, unless such waiver or modification is in writing as hereinabove described. The Parties further agree that the provisions of this Section 8.3 cannot be waived.

**8.4 Complete Agreement.** This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the Services described herein, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such Services, all promises, representations and understanding relative thereto herein being merged.

**8.5 Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of the Agreement.

**8.6 Choice of Law.** It is the intention of the Parties that this Agreement be construed in accordance with and under the laws of the State of Texas.

**8.7 Venue.** Venue will be in the County of El Paso, Texas.

**8.8 Compliance with Law.** Artist shall comply with all Federal, State and local laws and ordinances applicable to the Services described herein.

**8.9 Place of Performance.** The place where such Services are to be performed is in the City and County of El Paso, Texas.

**8.10 Notice.** Any notices required under this Agreement will be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or Artist at the following addresses:

CITY: City of El Paso  
ATTN: City Manager  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

CITY: City of El Paso  
Director, Museums and Cultural Affairs Department  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

ARTIST: Vicki Scuri  
16218 39<sup>th</sup> Avenue NE  
Lake Forest Park, Washington 98155

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

**8.11 Successor and Assigns.** This Agreement will be binding on the City and Artist, their successors and assigns. Neither party may assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein may be construed as creating any personal liability on the part of any principal or agent of the City.

**8.12 Captions.** The captions of this Agreement are for informational purposes only and in no way affect the substantive terms or conditions of this Agreement.

**8.13 Warranty of Capacity to Execute Agreement.** The people signing this Agreement on behalf of the parties warrant that they have the authority to do so and to bind the party for which they have authority to sign this Agreement and all the terms and conditions contained herein.

**8.14. Binding Effect.** Each person signing below represents that he or she has read this Agreement in its entirety; understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

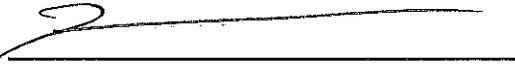
**CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kristen L. Choi  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Sean P. McGlynn, Director  
Museums and Cultural Affairs Department

**ARTIST: VICKI SCURI:**

By:   
\_\_\_\_\_  
Printed Name: Vicki Scuri  
Title: Artist/Interdisciplinary Designer

EXHIBIT "A"



VICKI SCURI

www.vickiscuri-siteworks.com

16218 39th Avenue NE  
Lake Forest Park, WA 98155  
206 361 5964 tele/fax  
206 930 1769 cell  
vickiscuri@mindspring.com

November 3, 2010 FINAL FEE PROPOSAL

EL PASO, TEXAS: Project Limits: from "I-10 corridor from the Americas Interchange on the east to Woodrow Bean, Transmountain Dr. on the west."

Note: Focus area specified for study: "I-10 corridor from the Hawkins Boulevard interchange on the east to the Executive Center Boulevard interchange on the west"

#### Artist Team

Vicki Scuri will be the design lead. She will collaborate with Mark Spitzer, architect/urban design specialist in transportation; Alex Polzin, designer/Cal Poly graduate, 3D specialist; and two artists from El Paso who will contribute to the project based on their skill set and interests. *The GEC and other consultants will collaborate and coordinate with the Artists, providing their services at no additional costs to the Artists.*

#### Project Goal

The purpose of this project is to create a menu of opportunities for introducing amenity along the existing I10 Freeway in El Paso. *The Parties desire to jointly develop and implement various aesthetics improvements along the I-10 corridor (the "Aesthetic Project") as contemplated within the 2008 CMP, which identifies the project limits as the approximately 28 mile portion of the I-10 corridor from the Americas Interchange on the east to Woodrow Bean, Transmountain Dr. on the west. The Parties currently desire to develop aesthetic improvements only within the approximately 11-mile portion of the I-10 corridor from the Hawkins Boulevard interchange on the east to the Executive Center Boulevard interchange on the west. However, the Parties may pursue improvements within the project limits identified by the 2008 CMP upon the direction of the Committee enumerated in Section III. D. herein.*

As a part of developing the menu, the Team (*including GEC and other consultants*) will provide mentoring to the arts community by directly mentoring *two* artists.

#### Scope Elements

1. The scope will include a **five-day site review**, including meetings with stakeholders, community, and City and State invested parties. During the review week, the Team (*including GEC and other consultants*) will research and gather information that informs the project. At the end of the weeklong investigation, the Team (*including GEC and other consultants*) will present their findings in an informal

question and answer workshop, including all interested parties. Local Artists will be encouraged to attend and participate in the workshop. Vicki Scuri will present an overview of transportation projects from the book, On the Road Again, Creative Transportation Design, developed by the Center for Craft, Communication and Design, University of North Carolina.

2. Upon completion of the site review and community outreach workshop, the Team (*including GEC and other consultants*) will **develop a menu of opportunities** for the Project. The menu will include photographs, drawings, texts, 2D & 3D visualizations of the design proposals and examples of relevant work from other projects and places.

3. The Team (*including GEC and other consultants*) will work with the *CRRMA*, City of El Paso and TXDOT to **establish a set of criteria** for evaluating the opportunities that are eventually developed. These criteria will include such categories as aesthetic appeal, schedule and phasing impacts, sustainability, cost and overall feasibility.

4. Additionally, the Team (*including GEC and other consultants*) will **review and evaluate the work created by the GEC and other Consultants** for the Spaghetti Bowl, proposing additional options or modifications. The Team (including GEC and other consultants) will consider retrofit/develop amenity treatments for all elements that contribute to the look, feel, and character of I10, as it crosses through the City of El Paso.

**Opportunities for consideration include:**

- A. Civic Entryways & Gateways to Destinations
  - Airways & I10 (which leads to and from the El Paso International Airport)
  - US Highway 54 & I10 (which leads to Mexico, to the south, and to destinations north (originally a transcontinental highway to Chicago))
- B. Lighting
  - High mast lighting as signature element for highway
  - Pedestrian lighting or signature lighting at interchanges
  - Signature lighting/armatures for place making along I10 (retrofit hoops or introduce new forms)
- C. Fencing
  - Develop design motifs for fencing at interchanges, crossing I10
  - Develop design motifs for security fencing, crossing or along I10
- D. Slope Paving
  - Develop treatments for slope paving along I10
  - Develop options for the removal of slope paving at interchanges and entries
  - Develop options for retrofitting planters or retaining systems at interchanges & Entries
- E. Bridges: Wing Walls & Abutment Walls, Barrier Rails
  - Explore options for retrofitting with planters and lighting
  - Explore retrofit options for form-giving to promote neighborhood identity
- F. Columns
  - Develop visual hierarchy for color treatments
  - Develop methods to mitigate mass and visual noise
- G. Span & Girders
  - Develop color treatment for spans and girders
- H. Landscaping
  - Introduce low maintenance, drought tolerant landscape features to mitigate hardscape and arid appearance
  - Explore locations for sustainable landscape along I10
- I. Special Treatments: Towers, Markers, Medallions, Sculpture, Murals, Railroad Arches retrofit or renewal (new concept)
  - Develop and site concepts for towers, markers and medallions, sculpture, murals and Railroad Arches along I10.

- J. Private/Public Participation Options
  - Identity opportunities for private/public collaborations at Interchanges/neighborhoods

Calendar/Outline of Steps: Begin November 15th, 2010- July 15th, 2011 (approx. timeline):

I. Milestone #1: 60 @ 135.00/hr = 8,100.00

December 1- December 8th: Preparation, Site Review & Kick-Off Workshop

***Trip #1: December 1st-8th: Kick-Off Workshop***

Artist will review El Paso Artists on Cafe Registry and prepare materials for Community & Artist Meeting. Artist Team will document and research the site, community history, resources and opportunities. Artist Team will coordinate with the GEC and other consultants as needed.

- Week-long Site Review: information gathering & research, including meetings with community, stakeholders, City and State invested parties. Review week culminates with a question and answer workshop about the project, showing a sampling of the visual information and research gathered during the week. Vicki Scuri will present an overview of highway projects, from the book, On The Road Again, Creative Transportation Design, created by the Center for Craft, Creativity and Design, at the University of North Carolina. Artist will coordinate with GEC and other consultants.

II. Milestone #2: 275hrs @ 135.00/hr = 37,125.00

December 9 - March 15th: Preliminary Draft Presentation of Concepts: "Expansive View"

***Trip #2: March 7th-March 11th 2011***

Artist Team will present preliminary work for review and comment.

The Team (including GEC and other consultants) will convene meetings with the City of El Paso, the Community, *CRRMA* & TXDOT to determine which elements merit further development. Artist will coordinate with GEC and other consultants.

- civic entryways, gateways
- lighting
- fencing
- slope paving
- bridges: wing walls, abutments, barrier rails
- columns, spans & girders
- landscaping
- special treatments: towers, markers, murals, medallions, railroad arches or other
- private public options

III. Milestone 3: 275hrs @ 135.00/hr = 37,125.00

April 1st-June 30th: Revise and Refine Concepts for Final Presentation: "Focused View"

***Trip #3: June 15-June 18th***

Artist Team will present final concept work for review and comment: selected from menu, below.

From the menu of opportunities the Team will develop and refine several strong proposals.

The Team (including GEC and other consultants) will convene meetings with the City of El Paso, the Community, *CRRMA* & TXDOT to evaluate the work and determine next steps. Artist will coordinate with GEC and other consultants.

- civic entryways, gateways

- lighting

- fencing

- slope paving

- bridges: wing walls, abutments, barrier rails

- columns, spans & girders

- landscaping

- special treatments: towers, markers, murals, medallions, railroad arches or other

- private public options

\*After each community meeting, the Artist Team will spend an additional hour with local artists, inviting them to participate in an ongoing dialogue about public art and public process: question/answer roundtable. Specific Public Art Workshop TBD upon request.

Sub-Total Hours: 610hrs @ \$135.00/hr = \$82,350.00

#### IV. Travel Allowance & Direct Expenses: \$10,000.00

Allow 3 scheduled trips and one additional trip to coordinate with Artists, GEC and other consultants & City, if needed.

- Airfare: 4 @ \$625.00 = \$2,500.00

- Rental Car: Approx. \$50.00/day or 4 weeks @ \$200.00/week = \$800.00

- Hotel: 20 nights @ Approx. \$100.00/night = \$2,000.00

- Parking: 25 days @ \$16.00/day = \$400.00

- Meals: 20 days @ \$40.00/day = \$800.00

Sub-Total: \$6,500.00 (approx. \$1,625.00/trip...costs may vary)

- Direct expenses: Xeroxing, Printing, Computer Services, Photographic Services, Consulting Services, Shipping, Mailing, Materials as need to produce reports, models, etc:

Allowance: \$3,500.00

Sub-Total: \$10,000.00

#### V. Additional On-Call Services: \$35,000.00

- that these services are limited to the I-10 corridor identified within the true project limits. I-10 West of Executive to LP375 and I-10 East of Hawkins to LP375.

#### VI. Grand-Total: \$127,350.00\*

Approximate Timeline: November 15<sup>th</sup>, 2010 through July 15<sup>th</sup>, 2011\*

- Process: Design Development Plan & mentoring of *two* local artists/local community.

- Deliverables: PPT or PDF Plan.

- 3 hardcopies provided; multiple copies can be provided at cost.

- Contract Documents will be developed under a separate contract with GEC and other consultants.

- As-builts will be provided by the client.

- Travel & Direct Expenses: \$10,000.00

- Design, Research, Collaboration: \$82,350.00

- On-Call Services/for work beyond this scope: \$35,000.00

\*Note: Hours and allowances may vary for line items, including allowances for direct expenses and fees, but the total hours and allowances are not to exceed the projected contract amount without the approval of the Client.



# **I-10 Corridor Aesthetic Improvement Project**



## Project Goal:

- Jointly develop and implement various aesthetics improvements along the I-10 corridor as contemplated within the 2008 CMP
- Project Limits: I-10 LP375, Americas Interchange to I-10 LP375, Woodrow Bean, Transmountain Dr.
- Focus Area: I-10 corridor from Hawkins Boulevard Interchange on the east to the Executive Center Boulevard on the west



**LP375, Woodrow Bean Transmountain Rd.**

**Executive Blvd.**

**Hawkins**

**LP375, Americas Interchange**



## About Vicki Scuri Siteworks:

- Vicki Scuri Siteworks is an interdisciplinary design practice, specializing in public art and design team collaborations
- Established in 1985. One of the first artists to pioneer artist's roles on transportation projects: highways and bridges
- Portfolio includes: art graphics, lighting, concrete patterning, greening, public art planning and enhancements for infrastructure with emphasis on roads, bridges, and pedestrian links
- Contributed to over 50 nationally recognized projects

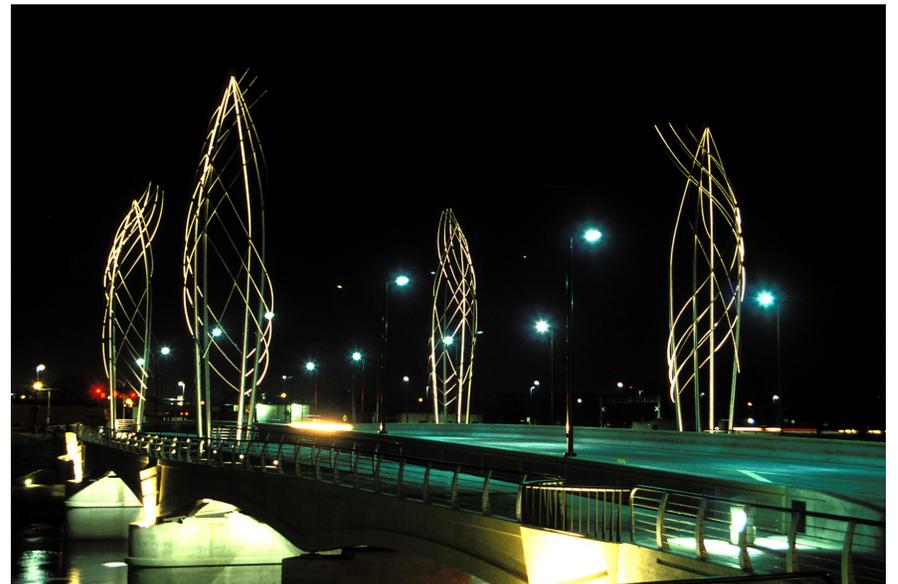
## ***Shoreline Interurban Trail Bridges***

Concrete, Steel, Glass, Light & Greening  
Shoreline, WA, 2001-2002



## ***Lewis Street Bridge***

Stainless Steel & Light  
Wichita, KS, 1995-2000





## Artist Scope:

- Collaborate with TxDot, CRRMA, GEC, and other consultants
- Create a menu of opportunities for introducing amenity along the existing I10
- Select two local artists as apprentices to contribute to the project based on their skill set and interests.
- Site Review, Community Outreach Workshop, & Presentations on Findings





**Questions?**