

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

**DEPARTMENT:** Engineering and Construction Management

**AGENDA DATE:** February 28, 2012

**CONTACT PERSON NAME AND PHONE NUMBER:** R. Alan Shubert, P.E., City Engineer (X4423)  
Steve Marshall, El Paso Zoo Director (521-1850)

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

That the City Manager be authorized to sign the agreement for Professional Services by and between the City of El Paso and WDM Architects, P.A., a Kansas Professional Association, for a project known as "Zoo Master Plan" for an amount not to exceed one hundred ninety seven thousand seven hundred fifty and 00/100 dollars (\$197,750.00) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed two hundred forty seven thousand seven hundred fifty and 00/100 dollars (\$247,750.00)

**BACKGROUND / DISCUSSION:**

El Paso Zoo Department recommends award to WDM Architects P.A., Wichita, KS contract services toward new Zoo Master Plan for the amount of \$197,750.00 to complete Level 1 and Items 1, 3 and 4 of Level 2 of needed plan services including reimbursable costs. Master Plan services are expected to begin in March 2012 and to be completed in August 2012, over a 150 day contract period.

El Paso Zoo Department has completed the previous Master Plan and related projects as part of the 2000 QOL Bond Issuance. The Zoo now looks to a longer range plan for development and operations as a guide for next 20 year period. The City has allocated an initial \$100,000.00 toward contracted services and El Paso Zoo Society is contributing an additional \$100,000.00 toward the Plan development costs.

**PRIOR COUNCIL ACTION:**

City Council has previously approved allocation of \$100,000.00 per City Manager and City Budget process.

**AMOUNT AND SOURCE OF FUNDING:**

Funding source(s) is/are:

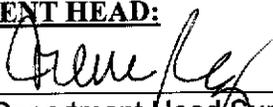
\$100,000.00	Non Departmental General Fund
\$100,000.00	Capital Project Private Contributions

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
(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 the Agreement for Professional Services by and between the CITY OF EL PASO and WDM ARCHITECTS P.A., a Kansas Professional Association, for a project known as "ZOO MASTER PLAN" for an amount not to exceed ONE HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$197,750.00) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed TWO HUNDRED FORTY SEVEN THOUSAND SEVEN HUNDRED FIFTY 00/100 Dollars (\$247,750.00).

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.

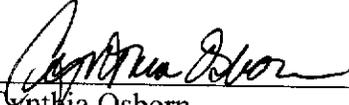
CITY OF EL PASO:

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT

\_\_\_\_\_  
R. Alan Shubert, P.E.  
City Engineer

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

AN AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **WDM ARCHITECTS P.A.** a Kansas Professional Association, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for a project known as “**ZOO MASTER PLAN**” hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.  
ATTACHMENTS**

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

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Certificate of Insurance

**ARTICLE II.  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform professional services for the Project as professional consultant for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”** Level 1 – Basic Services and Level 2 – Detailed Development item #’s 1, 3, and 4. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “A”**.

**2.2** In completion of such phases, the Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Engineering Department.

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

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

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

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

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **ONE HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$197,575.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Reimbursables for lodging are limited to Government hotel rate at Hampton Inn or Hilton Garden Inn Suites. Consultant shall provide transportation and lunch for team members while in city. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

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

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

Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

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

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

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

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services within **150 consecutive calendar days** from the date of issuance of the Notice to Proceed and in accordance with the timelines and schedules outlined in **Attachments "A" and "C"**.

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

above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

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

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

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

**4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall procure and maintain insurance coverage as required herein. Consultant shall not commence work under this Agreement until the Consultant has

obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

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

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

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

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

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

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

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

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

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express

or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

## ARTICLE VI. FEDERAL PROVISIONS

### 6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

--The Federal Highway Administration through a Local Project Funding Agreement through the Texas Department of Transportation.

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 Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

## **ARTICLE VII. GENERAL PROVISIONS**

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

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

approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

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

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

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

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



**7.12 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:**

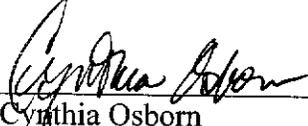
**CITY OF EL PASO:**

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

**CONSULTANT:  
WDM Architects P.A.**

\_\_\_\_\_  
By: Matt Schindler, AIA  
Title: President

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
R. Alan Shubert, P.E.  
City Engineer

\_\_\_\_\_  
Steve Marshall  
Zoo Director

(Acknowledgements on following page)

**ACKNOWLEDGEMENTS**

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2012,  
by **Joyce A. Wilson**, as **City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2012,  
by **Matt Schindler, AIA**, as **President** of **WDM Architects P.A.**

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_



## PROCESS AND APPROACH



It takes more than one perspective to address the needs of many. Our team will use our experience and an interactive process to listen and communicate with the El Paso Zoo management and staff as well as City and Community stakeholders. Through this effort, we will gain a broad understanding of the project goals which will allow us to generate a realistic and realizable plan for the future development of the El Paso Zoo. Our approach to completing the work noted in the RFQ is delineated in the following pages including our planning process and approach, scope of work by level and phase, and the project schedule.

### **LEVEL 1 – BASIC SERVICES**

#### **Mission, vision and strategic planning assessment:**

- Review of previous planning efforts and strategic business goals.
- Review historical information concerning revenue streams, capital projects, funding strategies and financial models.
- Examine reports and other available information to establish a baseline for future development and business strategy.

#### **Stakeholder interviews and community input:**

- Seek input of stakeholders including elected officials, funding supporters, community leaders, City and Zoo staff.
- Gather information related to perceptions, challenges, opportunities, potentials and needs associated with the zoo.
- Obtain input from a wide range of stakeholders and constituents to develop consensus in early stages and build momentum in subsequent tasks.

#### **Zoo exhibits and campus facilities assessment:**

- Conduct an extensive tour of the zoo property to document the layout, special features, animal collection, employee and visitor amenities, support facilities and infrastructure.
- Observe and catalog existing information related to the campus and create a site analysis report.
- Analyze relationships to adjacent properties, on and off site circulation patterns, potential benefits and possible threats.
- Create an overall zoo campus plan and existing animal collection plan illustrating current conditions for use as a baseline document.

#### **Zoo programs and organization preliminary assessment:**

- Assess current plans, programs and services to gain an understanding of current capabilities.
- Review program offerings in relation to facilities and staff.
- Define opportunities for new exhibits, visitor amenities, guest services, programs and support functions to support business goals and objectives.

## **Needs and quality assessment report:**

- Establish a zoo profile based on attendance, programs, operations, business, funding and financial data.
- Gather data from physical facilities, business strategy and programs.
- Use information to identify drivers of the zoo financial, organizational, operational and animal collection goals.
- Prepare report addressing animal collection expansion or renovation needs, facility update or renovation needs, site and infrastructure improvement recommendations.
- Define opportunities for new exhibits, visitor amenities, guest services, programs and support functions to support business goals and objectives.

## **Master plan design charette:**

- Use an open dialogue design process to bring together designers, business planners, zoo management, animal management, guest services providers, program directors and community stakeholders.
- Through the interactive design process the team can generate, test and refine design ideas to create a preliminary master plan concept.

## **LEVEL 2 – DETAILED DEVELOPMENT**

### **Revenue, business and operations planning:**

- Conduct more detailed interviews and assessments of available data.
- Develop visitor profile analyzing visitation, visitor experiences, population demographics and trends, attendance and price structure.
- Develop market assessment identifying and profiling competing and complimentary attractions and venues along with related industry benchmark data.
- Develop financial proforma with attendance revenue and expense projections.
- Develop benchmark matrix with data from industry and peer institutions to test proposed new programs, exhibits and initiatives. Analyze visitor related revenue programs, membership, potential donors, fundraising and capital campaign potentials.
- Set goals for return on investment in future facilities and improvements.
- Identify funding strategies to support master plan projects and maximize available internal and external resources.
- Create a detailed implementation plan with strategies for financial, revenue, marketing, operations and organization to achieve identified goals over 5 year intervals for 20 years.

### **Conservation and sustainability planning:**

- Investigate current conservation programs and benchmark against industry and peer data.
- Establish goals for future programs and commitments to conservation efforts.
- Evaluate systems and sustainability of current animal populations and programs.
- Establish goals for future sustainable population programs.

### **Exhibit design and master plan:**

- Work in conjunction with recommendations established in revenue and business planning to maximize long term strategic and operational success.
- Use collaborative charette design process to explore, test and develop design ideas for six new or renovated animal exhibits.
- Create an updated master plan document illustrating proposed exhibits, program areas, facilities upgrades and overall site development.

### **Facilities report:**

- Complete a detailed report related to infrastructure and facilities upgrades to support development of the proposed master plan.

## **LEVEL 3 – ADDITIONAL SERVICES**

### **Zoo master plan integration:**

- Merge the proposed zoo master plan document with the City master plan and other plans to establish relationships with adjacent facilities.
- Develop and detail potential benefits and commonality with adjacent facilities.

### **Sustainability and green programs:**

- Investigate current programs and benchmark against industry and peer data.
- Establish goals and implementation strategies for sustainable operations and green programs.

### **Cost and organizational impact:**

- Revisit the business and operations plan, along with the proposed implementation schedule to determine the cost impact to zoo operations and overhead.
- Develop a proposed organization chart illustrating impacts over 5 year intervals.

### **Emergency and disaster management planning:**

- Interview zoo community partners to establish goals and protocols related to emergency and disaster planning.
- Evaluate existing and proposed facilities and infrastructure for capacity and compliance.
- Prepare written and graphic plans.



## SCOPE OF WORK BY LEVEL AND PHASE

*This document is included to illustrate the scope of work each consultant will perform and the on-site time commitment each will make.*

<b>LEVEL 1</b>	<b>Consultant</b>	<b>Activity</b>	<b>Time</b>	<b>Scope of Work</b>
<b>Phase 1</b>				
	WDM	On Site	3 days	- Discuss Mission/Vision and Theme (A) - Review Exhibits (D), Employee amenities (E), Support facilities (F), Visitor amenities (G), Infrastructure (L), Veterinary Facilities (I)
	ZA	On Site	3 days	- Interview staff: City, Zoo, Council - Discuss Mission/Vision and Theme (A) - Review Employee amenities (E), Support facilities (F), Visitor amenities (G), Education programs (H)
	Alvine	On Site	2 days	- Review Exhibits (D), Employee amenities (E), Infrastructure (L)
<b>Phase 2</b>				
	WDM	In Office		- Merge owner information into overall physical campus plan - Create current collection plan - Gather / organize on site data & prepare for discussion
	ZA	In Office		- Adaptation of owners mission / vision / strategic plan - Gather / organize on site data & prepare for discussion
	Alvine	In Office		- Gather / organize on site data & prepare for discussion
<b>Phase 3</b>				
	WDM	On Site	2 days	- Present initial findings - Master Plan design charette
	ZA	On Site	2 days	- Present initial findings - Master Plan design charette & additional interviews
<b>Phase 4</b>				
	WDM	In Office		- Create draft master plan - Preliminary design of exhibits - Prepare needs assessment draft report - Prepare initial cost & schedule report
	ZA	In Office		- Prepare needs assessment draft report - Consult on cost schedule & report
	Alvine	In Office		- Prepare needs assessment draft report - Consult on cost schedule & report



# SCOPE OF WORK BY LEVEL AND PHASE

<b>LEVEL 1</b>	<b>Consultant</b>	<b>Activity</b>	<b>Time</b>	<b>Scope of Work</b>
<b>Phase 5</b>				
	WDM	In Office		- Finalize design drawings and reports
	ZA	On Site	2 days	- Present draft of mission / vision /strategic plan report
				- Present draft of needs assessment report
<b>Phase 6</b>				
	WDM	In Office		- Finalize design drawings and reports
	ZA	In Office		- Finalize reports
	Alvine	In Office		- Finalize reports
	WDM	On Site	1 day	- Present final master plan, exhibit designs & reports
	ZA	On Site	1 day	- Present final assessments & reports

## Level 1 Deliverables

- Updated mission, vision and strategic plan report incorporating owners current written document with proposed master plan goals
- Sketch perspectives and sketch plans of proposed master plan exhibits
- Physical campus plan, to scale, indicating existing facilities and exhibits to serve as an overall zoo master site plan
- Master plan drawing indicating current & proposed collection & exhibits
- Needs and quality assessment report
- Budget costs and projected implementation schedule report



## SCOPE OF WORK BY LEVEL AND PHASE

The following scope tasks and days are in addition to Level 1.

<b>LEVEL 2</b>	<b>Consultant</b>	<b>Activity</b>	<b>Time</b>	<b>Scope of Work</b>
<b>Phase 1</b>				
	WDM	On Site	2 days	- Interview staff to assess conservation and sustainability programs (K), infrastructure review (L)
	ZA	On Site	2 days	- Interview staff to assess market conditions / business operations (B), zoo society (C), education programs (H)
	Alvine	On Site	1 day	- Discuss conservation and sustainability programs (K), infrastructure review (L)
<b>Phase 2</b>				
	WDM	In Office		- Develop conservation plan report - Prepare concept exhibit design ideas, examples, innovative ideas
	ZA	In Office		- Organize site data, create preliminary assessments of business / operations / revenue
	Alvine	In Office		- Prepare conservation and sustainability report draft
<b>Phase 3</b>				
	WDM	On Site	1 day	- Discuss initial conservation & sustainability findings - Discuss initial exhibit design concepts
	ZA	On Site	1 day	- Discuss initial revenue, business and operations findings
<b>Phase 4</b>				
	WDM	In Office		- Create draft exhibit designs/concept design (6) - Create draft master plan with exhibit designs included - Prepare draft of facilities upgrade and cost report
	ZA	In Office		- Prepare Business Plan/Analysis draft report - Consult on conservation/facilities programs report
	Alvine	In Office		- Develop facilities upgrade report and costs - Advise/collaborate in design of exhibits and master plan



## SCOPE OF WORK BY LEVEL AND PHASE

LEVEL 2	Consultant	Activity	Time	Scope of Work
Phase 5				
	WDM	In Office	1 day	- Finalize design drawings and reports - Present facilities upgrade and cost draft report
	ZA	On Site	1 day	- Present business plan draft report
Phase 6				
	WDM	In Office		- Finalize exhibit designs - Finalize master plan with exhibit concepts - Finalize facilities plans/upgrades report and conservation plan
	ZA	In Office		- Finalize business plan - Consult on conservation plan and facilities upgrades report
	Alvine	In Office		- Finalize conservation programs report - Finalize facility upgrade report

### Level 2 Deliverables

- Revenue, business, programs and operations report
- Conservation report
- Concept design of (6) six exhibits including plans, perspectives and budget
- Detailed master plan drawing including proposed new exhibits
- Facilities repair and upgrade report



## SCOPE OF WORK BY LEVEL AND PHASE

<b>LEVEL 3</b>	<b>Consultant</b>	<b>Activity</b>	<b>Time</b>	<b>Scope of Work</b>
<b>Phase 1</b>				
	WDM	On Site	2 days	- Gather data on adjacent facilities (L)
	ZA	On Site	2 days	- Interview staff to assess organizational impacts & costs (B)
	GS	On Site	2 days	- Review and assess current facility plans (M) - Evaluate site conditions (M) - Facilitate interview sessions with key personnel
<b>Phase 2</b>				
	WDM	In Office		- Organize owner information on City Master Plan, Medical Center, Geographical area - Organize data on sustainability/green programs (K)
	ZA	In Office		- Prepare organizational impact report data - Gather phasing data
	Alvine	In Office		- Consult on sustainability green programs report - Consult on emergency and disaster management related to life support systems
	GS	In Office		- Collect site specific data - Define emergency scenarios - Develop needs assessment and identify personnel and physical resources
<b>Phase 3</b>				
	WDM	On Site		- Time included in Level 1 or 2; Discuss initial information
	ZA	On Site		- Time included in Level 1 or 2; Discuss initial information
	GS	On Site	1 day	- Meet with stakeholders to discuss proposed procedures and plans - Further define specific responses - Coordinate with surrounding facilities
<b>Phase 4</b>				
	WDM	In Office		- Create geographical area plan & detail potential plans - Develop sustainability / green report
	ZA	In Office		- Develop cost / organizational impact report
	Alvine	In Office		- Consult on sustainability / green report - Consult on disaster management related to life support systems
	GS	In Office		- Create draft models and required organization charts - Create illustrated map layouts - Prepare draft plans



## SCOPE OF WORK BY LEVEL AND PHASE

<b>LEVEL 3</b>	<b>Consultant</b>	<b>Activity</b>	<b>Time</b>	<b>Scope of Work</b>
<b>Phase 5</b>				
	WDM	On Site		- Time included in Level 1 or 2; Present draft plans
	ZA	On Site		- Time included in Level 1 and 2; Present draft organizational and cost impact reports
	GS	On Site		- Present disaster management plan draft report
<b>Phase 6</b>				
	WDM	In Office		- Finalize drawings - Finalize sustainability and green programs report
	ZA	In Office		- Finalize cost and organization impact report
	Alvine	In Office		- Finalize sustainability / green report
	GS	In Office		- Finalize disaster management report
	WDM	On Site	1 day	- Present plans and reports
	ZA	On Site	1 day	- Present plans and reports
	GS	On Site	1 day	- Present plans and reports

### Level 3 Deliverables

- Zoo master plan integrated with City master plan, medical center and other adjacent facilities
- Adjacent facilities potential report
- Sustainability and green programs report
- Cost and organizational impact report
- Emergency and disaster management plans



PROJECT SCHEDULE LEVEL 1  
BASIC SERVICES

Start Date: 12/20/2011

Project Tasks	Start	End	Duration (Days)	% Complete	Working Days	Days Complete	Days Remaining
<b>Request for Qualifications</b>		2/14/12			41	9	48
Release request for qualifications	12/20/11	12/20/11	1	100%	1	1	0
Non mandatory pre-qualification conference	1/12/12	1/12/12	1	0%	1	0	1
Last day for offeror questions	1/16/12	1/16/12	1	0%	1	0	1
Answers provided	1/19/02	1/19/02	1	0%	0	0	1
Submission of qualifications	1/25/12	1/25/12	1	0%	1	0	1
Contract award	2/14/12	2/14/12	1	0%	1	0	1
<b>Project Start Up</b>		2/28/12			10	0	14
Execute team contracts & agreements	2/15/12	2/28/12	14	0%	10	0	14
Schedule owner/consultant team site meetings	2/21/12	2/24/12	4	0%	4	0	4
Gather available owner information	2/15/12	2/28/12	14	0%	10	0	14
<b>Phase 1 - Data &amp; Information Collection</b>		3/7/12			5	0	7
Interview zoo & city staff	3/1/11	3/2/11	2	0%	2	0	2
Interview Council, Mayor, City Manager	3/1/12	3/2/12	2	0%	2	0	2
Observe zoo operations	3/1/12	3/5/12	5	0%	3	0	5
Gather field information	3/1/12	3/7/12	7	0%	5	0	7
<b>Phase 2 - Off Site Organization &amp; Analysis</b>		4/6/12			22	0	30
Consultant off site preparation work	3/8/12	4/6/12	30	0%	22	0	30
<b>Phase 3 - Plan Discussions &amp; Development</b>		4/12/12			4	0	4
Present initial findings and plan needs	4/9/12	4/12/12	4	0%	4	0	4
Additional interviews & investigation	4/10/12	4/11/12	2	0%	2	0	2
Staff roundtables and charettes	4/11/12	4/12/12	2	0%	2	0	2
Discussion with staff	4/11/12	4/12/12	2	0%	2	0	2
<b>Phase 4 - Off Site Plan Refinement</b>		5/21/12			26	0	36
Consultant off site preparation work	4/16/12	5/21/12	36	0%	26	0	36
Conference Call Meeting	4/23/12	4/23/12	1	0%	1	0	1
Conference Call Meeting	4/30/12	4/30/12	1	0%	1	0	1
<b>Phase 5 - Proposed Final Draft Discussion</b>		5/31/12			3	0	3
Meet with Senior Staff, Director & City Manager	5/29/12	5/31/12	3	0%	3	0	3
<b>Phase 6 - Complete Plan &amp; Final Presentation</b>		6/15/12			11	0	15
Consultant off site preparation work	6/1/12	6/13/12	13	0%	9	0	13
Final Presentation	6/14/12	6/15/12	2	0%	2	0	2
<b>Total Project Duration (from Project Start Up)</b>			<b>110</b>				



TRANSMITTAL

2012 FEB -9 PM 2:17

RECEIVED  
PURCHASING DEPARTMENT

Copy:

To: Ms. Dee Dee Sianez  
City of El Paso  
Financial Services/Purchasing Division  
2 Civic Center Plaza, 7<sup>th</sup> Floor  
El Paso, TX 79901-1196

Date: February 6, 2012

Project: El Paso Zoo Master Plan

WDM #: 12019

Transmitted Via: USPS

Copies:

1 Best & Final Offer - Zoo Master Plan

Remarks:

---

Signed: \_\_\_\_\_

  
Matt Schindler, AIA

*Dedicated to Outstanding Customer Service for a Better Community*

**SERVICE SOLUTIONS SUCCESS**



**BY ELECTRONIC TRANSMITTAL AND CERTIFIED MAIL**

February 6, 2012

Matt Schindler  
WDM Architects P.A.  
105 N. Washing  
Wichita, KS 67202

**REFERENCE: REVISED: BEST AND FINAL OFFER 2012-120R – Zoo Master Plan**

Dear Mr. Schindler,

The City of El Paso is requesting that your company provide a Best and Final Offer (BAFO) for Solicitation No. 2012-120R in accordance with Section 5.3.1 Item G. A list of specific items to address is delineated in the following section:

The three (3) items discussed in WDM Architects P.A.'s proposal that we believe may be eliminated to reduce the proposal cost are:

**Level II - Deliverables**

Bullet Points 2, 5 and the reimbursable may be eliminated or reduced.

Look at the scope and travel for adjustments.

**Clarification and Instructions to Offerors regarding Best and Final Offer:**

**FEE PROPOSAL:**

Be advised, your proposal substantially exceeded the City's budget. The City is seeking a complete implementation as delineated within Request for Proposal within the range not to exceed \$200,000.00.

The cost of services that your company will offer, described in the solicitation, should be provided on the "BAFO" page 3 attached and labeled as **Attachment A**.

This letter is only an invitation to participate further in the RFQ process; it does not convey or imply anything more. This letter is not intended to be a binding commitment to contract, nor will the City of El Paso be obligated in any manner until a formal written contract has been executed. According, all activities in furtherance of this process, including your compliance with the conditions set forth in this letter, are considered to be at your sole cost and risk.

Please return by email, facsimile, or mail this information to, Dee Dee Sianez, facsimile 915-541-4347, email [SianezMD@elpasotexas.gov](mailto:SianezMD@elpasotexas.gov) and mail to City of El Paso, Financial Services, Purchasing Division 7th Floor, El Paso, Texas 79901. Your

Mayor  
John F. Cook

City Council

District 1  
Ann Morgan Lilly

District 2  
Susie Byrd

District 3  
Emma Acosta

District 4  
Carl L. Robinson

District 5  
Rachel Quintana

District 6  
Eddie Holguin Jr.

District 7  
Steve Ortega

District 8  
Beto O'Rourke

City Manager  
Joyce A. Wilson

FINANCIAL SERVICES – PURCHASING DIVISION  
2 Civic Center Plaza, 7<sup>th</sup> Floor, City Hall – El Paso, Texas 79901  
(915) 541-4308



response to this request for best and final offers *must be received* by close of business 6:00 p.m., Monday January 30, 2012 or earlier if possible.

Please call me if you have any questions. I may be reached at (915) 541-4320.

Respectfully,  
CITY OF EL PASO

Dee Dee Sianez  
Procurement Analyst

cc: Scott Gilliland  
Steven Marshall  
Bruce D. Collins  
Bid File

Mayor  
John F. Cook

**City Council**

*District 1*  
Ann Morgan Lilly

*District 2*  
Susie Byrd

*District 3*  
Emma Acosta

*District 4*  
Carl L. Robinson

*District 5*  
Rachel Quintana

*District 6*  
Eddie Holguin Jr.

*District 7*  
Steve Ortega

*District 8*  
Beto O'Rourke

City Manager  
Joyce A. Wilson



**ATTACHMENT "A" Best & Final Offer**

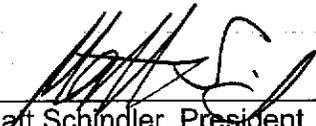
**4.3 Proposal Cost / BEST & FINAL OFFER**

Offerors should include the total cost of the ZOO MASTER PLAN. Assumptions made by the Offerors about the needs, functions and/or requirements of the City, outside of those contained in this solicitation or provided to Offerors subsequent to the issuance of this solicitation, and used to calculate costs should be clearly noted in the response.

**Proposal Cost**

<b>El Paso Zoo Master Plan Proposal Costs</b>		
Item	Proposal Element	Cost
1	<b><u>Level One Development Cost</u></b> Base Master Plan and Related Materials	\$ 108,930.00
2	<b><u>Level Two Development Cost</u></b> Business, Operations, Conservation and Facilities Reports and Related Materials	\$ 88,820.00
3	<b><u>Level Three</u></b> Larger Integrated Area Plans, Sustainability "Green" and Disaster Management Plans and Reports and Related Materials	\$ 0.00
<b>TOTAL FEE COST</b>		\$ <u>197,750.00</u>

Proposal costs quoted above include all reimbursable and other consultant team expenses. Level Two development cost does not include Level II deliverable bullet points 2 or 5 as indicated on page one of this offer.

  
 Matt Schindler, President  
 WDM Architects P.A.

Mayor  
John F. Cook

City Council

District 1  
Ann Morgan Lilly

District 2  
Susie Byrd

District 3  
Emma Acosta

District 4  
Carl L. Robinson

District 5  
Rachel Quintana

District 6  
Eddie Holguin Jr.

District 7  
Steve Ortega

District 8  
Beto O'Rourke

City Manager  
Joyce A. Wilson

ATTACHMENT B



TRANSMITTAL

2012 FEB -9 PM 2:17

Copy: RECEIVED  
PURCHASING DEPARTMENT

To: Ms. Dee Dee Sianez  
City of El Paso  
Financial Services/Purchasing Division  
2 Civic Center Plaza, 7<sup>th</sup> Floor  
El Paso, TX 79901-1196

Date: February 6, 2012

Project: El Paso Zoo Master Plan

WDM #: 12019

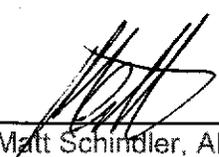
Transmitted Via: USPS

Copies:

1 Best & Final Offer - Zoo Master Plan

Remarks:

Signed: \_\_\_\_\_

  
Matt Schindler, AIA

**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

For the Project known as "ZOO MASTER PLAN" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

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

**REPORT PHASE**

Upon receipt of the Owner's written authorization to proceed, the Consultant shall proceed as identified in the Scope of Work in Attachment "A".

**ADDITIONAL SERVICES OF THE CONSULTANT**

**GENERAL**

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

**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

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

**RESIDENT PROJECT SERVICES**

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

**ATTACHMENT "D"**  
**PAYMENT AND DELIVERABLE SCHEDULES**

For the Project known as "ZOO MASTER PLAN", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **ONE HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$197,750.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

**PAYMENT SCHEDULE**

Payment for basic services for the phases listed below shall be at the fixed fee shown for each phase.

**Fixed fee Payment to Consultant**

<b>Report Phase</b>	<b>\$197,750.00</b>
---------------------	---------------------

Basic services shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in Attachment B. Should the services rendered during the phases exceed the estimated amount, written authorization shall be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions.

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

**DELIVERABLE SCHEDULE**

**REPORT PHASE**

The deliverables called for in the Phases of this Agreement shall be completed as noted in **Attachment "A"**.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. 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).

<b>PRODUCER</b> STATE FARM INSURANCE KEVIN R RATHERT AGENCY 8100 E 22ND ST N, #2200 WICHITA, KS 67226 	<b>CONTACT NAME:</b> KEVIN RATHERT <b>PHONE:</b> (A/C, No, Ext): 316-687-2700 <b>E-MAIL:</b> kevin@kevinrather.com <b>ADDRESS:</b>	<b>FAX:</b> (A/C, No): 316-687-2980
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> WDM ARCHITECTS P A 105 N WASHINGTON ST WICHITA, KS 67202-2815	<b>INSURER A:</b> State Farm Mutual Automobile Insurance Company      NAIC # 25178	
	<b>INSURER B:</b> State Farm Fire and Casualty Company      25143	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	UNITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	Y	91-BD-9198-7 F	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	P13 9226-B18-16F	02/18/2012	02/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB      CLAIMS-MADE DED    RETENTIONS	Y	91-CA-1247-9 F	03/12/2011	03/12/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CMP - 4216 AMENDATORY ENDORSMENT (KANSAS): If this policy has been in effect for 90 days or more or is a renewal of a policy we issued, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium.

<b>CERTIFICATE HOLDER</b> CITY OF EL PASO 2 CIVIC CENTER PLAZA 4TH FL EL PASO, TX 79901	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Client#: 150

WDMARCP

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Holmes Murphy-Kansas 6300 W. 143rd Street, Suite 200 PC/Prof. Liability-Kansas City Overland Park, KS 66223	CONTACT NAME: <b>Monica Wilks</b>
	PHONE (A/C, No, Ext): <b>913 660-1220</b> FAX (A/C, No):
	E-MAIL ADDRESS: <b>mwilks@holmesmurphy.com</b>
	PRODUCER CUSTOMER ID #:
	INSURER(S) AFFORDING COVERAGE
INSURED <b>WDM Architects P.A. 105 N. Washington Wichita, KS 67202</b>	INSURER A: <b>Hartford Insurance Company of M</b>
	INSURER B: <b>Travelers Casualty &amp; Surety of</b> <b>31194</b>
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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 - COM/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) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>N</b> N/A	37WECB08214	07/01/2011	07/01/2012	X WC STATUTORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		105354181	10/10/2011	10/10/2012	\$2,000,000 per claim \$2,000,000 annl aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Zoo Master Plan

A waiver of subrogation in favor of the Owner, the Architect/Engineer of Record and the Construction Manager applies to the workers compensation as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso, Texas	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Karen Boyer</i>

©1988-2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/09)  
#S58952/M51203

1 of 1

The ACORD name and logo are registered marks of ACORD

WILM2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**CMP-4216 AMENDATORY ENDORSEMENT  
(Kansas)**

---

If this policy has been in effect for 90 days or more or is a renewal of a policy we issued, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium.

RE: POLICY #'S            91-BD-9198-7 F, P13 9226-B18-16F, 91-CA-1247-9 F

ADDITIONAL INSURED – GENERAL LIABILITY & AUTOMOBILE LIABILITY

Specified Person or Entity:

City of El Paso, Texas

2 Civic Center Plaza, 4th Floor

El Paso, Texas 79901

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**CMP-4216 AMENDATORY ENDORSEMENT  
(Kansas)**

---

If this policy has been in effect for 90 days or more or is a renewal of a policy we issued, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium.

RE: POLICY #'S            91-BD-9198-7 F, P13 9226-B18-16F, 91-CA-1247-9 F

Specified Person or Entity:

City of El Paso, Texas

2 Civic Center Plaza, 4th Floor

El Paso, Texas 79901

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

\*2100037B082140101 42781

Policy Number: 37 WEC B08214

Endorsement Number:

Effective Date: 07/01/11

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: WDM ARCHITECTS P.A.

105 N WASHINGTON  
WICHITA, KS 67202

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 ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

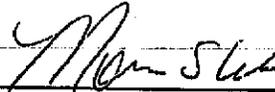
THIS AGREEMENT SHALL NOT OPERATE DIRECTLY OR INDIRECTLY TO BENEFIT ANYONE NOT NAMED IN THE AGREEMENT.

B. THIS PROVISION 3. DOES NOT APPLY IN THE STATES OF PENNSYLVANIA AND UTAH.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by



Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

Policy Number: 37 WEC BO8214

Endorsement Number: 01

Effective Date: 02/16/12

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: WDM ARCHITECTS P.A.

105 N WASHINGTON  
WICHITA, KS 67202

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

SCHEDULE

- 1. Number of days advance notice: 030
- 2. Notice will be mailed to:

CITY OF EL PASO, TX  
2 CIVIC CENTER PLAZA, 4TH FLOOR  
EL PASO, TX 79901

Countersigned by

Authorized Representative

76957

\*0100037BO82140212



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICY CHANGES ENDORSEMENT**

It is agreed that the Declarations is amended as indicated below by :

The following is replaced in ITEM 1:  
 **NAMED INSURED:**

Principal Address:

The following replaces ITEM 2:

**ITEM 2**      **POLICY PERIOD:**

Inception Date:

Expiration Date:

12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1 of the Declarations

The following is replaced in ITEM 5::

Professional Services and Network and Information  
Security Offenses Coverage Limits:

for each **Claim**; not to exceed  
for all **Claims**

Publishing and Non-profit Services Coverage  
Limits:

for each **Claim**; not to exceed  
for all **Claims**

Deductible:

\$0 each **Claim**  
N/A all **Claims**

Retroactive Date:

Knowledge Date:

The following is replaced in ITEM 6:

Crisis Event Expenses Limits:

for each **Crisis Event**  
for all **Crisis Events**

Disciplinary or Regulatory Proceeding  
Expenses Limits:

for each **Disciplinary or  
Regulatory Proceeding**  
for all **Disciplinary or  
Regulatory Proceedings**

Issuing Company: Travelers Casualty and Surety Company of America  
Policy Number: 105354181

Effective Date: 02/17/2012

The following replaces ITEM 7:  
PREMIUM FOR THE POLICY PERIOD:  
Policy Premium

The following replaces ITEM 8:  
OPTIONAL EXTENDED REPORTING PERIODS:  
Additional Premium Percentage: Additional Months:

It is agreed that this policy is amended as indicated below by :

Forms and endorsements added:  
DPL-2005-1108

Forms and endorsements deleted:

Forms and endorsements amended:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Effective Date: 02/17/2012

Policy Number: 105354181

PTC-2025 Ed. 11-08 Printed in U.S.A.

©2008 The Travelers Companies, Inc. All Rights Reserved

Page 2 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE PROVISIONS ENDORSEMENT**

This endorsement changes the following:

**Professional Liability Terms and Conditions**

**It is agreed that:**

The following is added to the Professional Liability Terms and Conditions:

The Company will not:

- Cancel this policy
- Cancel this policy for any reason other than nonpayment of premium
- Nonrenew this policy
- Reduce the limits of this policy by endorsement

unless the Company provides written notice to the Specified Person or Entity set forth below at least 30 days before the effective date of such cancellation, nonrenewal, or limit reduction. In no event will the number of days notice provided be less than that required by applicable state law.

The Company will provide written notice to such Specified Person or Entity using:

- Certified mail
- Other

Specified Person or Entity:

City of El Paso, Texas

2 Civic Center Plaza, 4th Floor

El Paso, Texas 79901

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America  
Policy Number: 105354181



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS NOTICE OF  
MATERIAL CHANGE ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

**SCHEDULE**

1. Number of days advance notice: 30

2. Notice will be mailed to:

City of El Paso, TX  
2 Civic Center Plaza, 4th Floor  
El Paso, TX 79901

Countersigned by

Authorized Representative

Form WC 42 06 01 Printed in U.S.A.  
Process Date:

Policy Expiration Date:



## GENERAL BACKGROUND AND QUALIFICATIONS OF THE TEAM

The consultant planning team of **WDM Architects, Zoo Advisors, Alvine Engineering and Guidepost Solutions** will work collaboratively to create a comprehensive master plan and business strategy for the City of El Paso and the El Paso Zoo.

We understand that the master plan process will involve a thorough review of the existing animal exhibits and zoo programs, assessment of business operations and community potential and, evaluation of facilities and infrastructure to form a base line of information. With this information, master plan and exhibit design documents will be created in conjunction with a strategic business planning, programs and facilities assessments. Our goal will be to create a plan that provides exceptional recreational and educational experiences for visitors, state of the art animal care and exhibit facilities, long term business growth and overall operational sustainability.

Each member of our proposed planning team has a unique expertise and will take on specific tasks.

**WDM Architects** is an architecture and landscape architecture firm specializing in zoo planning and design. Our staff of design professionals work with zoos across the country on a variety of project types from master planning to exhibit design. With our experience we bring an understanding of issues facing zoological institutions and offer innovative and creative solutions. WDM will lead the Consultant and Owner team through the planning and design process and will be the primary point of contact.

**Zoo Advisors** is a full service strategic planning and business focused consulting firm dedicated to strengthening the viability of nonprofit organizations by helping them to maximize revenue potential from all available sources and to forge strong links with their communities. They have extensive experience working with zoos of all sizes across the country in assessing and improving performance and helping their clients fulfill their mission and organizational goals.

**Alvine Engineering** along with their companion companies Alvine Aquatics and IP Design Group bring a knowledgeable and widely experienced team of engineers that are dedicated to delivering innovative and sustainable systems. The firm has been involved in planning and engineering design for zoological projects around the country and specifically with the El Paso Zoo sea lion project. With expertise in animal exhibits and aquatic life support systems in addition to mechanical, plumbing, electrical, and data systems, Alvine engineering is a valuable partner in facilities and infrastructure assessment and also sustainability planning.

**Guidepost Solutions** team of emergency professionals has extensive experience providing Fire, Emergency Management, Security, Life Safety and Code consulting services for their clients. They have developed Life Safety Plans, Emergency Response Plans and Evacuation Plans for various organizations and government agencies / installations, and have extensive experience working with large-population public venues.



**CORE PLANNING TEAM – Description of Services Performed**

*These core team members will be engaged from beginning to end, throughout all phases of the work.*



WDM Architects  
 Scott Ramser, AIA  
 Project Manager, Zoological Designer



- Primary point of contact and team leader - responsible for administering the project
- Master planning and design
- Exhibit planning and design
- Design illustrations and sketches
- Employee and visitor amenities evaluation
- Facilities, infrastructure and equipment evaluation
- Conservation, sustainability, green practices consulting
- Cost estimating and schedule development



Zoo Advisors  
 David Walsh  
 Strategic Business Planner



- Mission, vision and strategic planning
- Business operations and revenue sources development
- Zoological society and volunteer support services
- Employee and visitor amenities consulting
- Organizational structure and cost analysis
- Needs assessments and consulting



WDM Architects  
 Nick Staib, ASLA  
 Landscape Architect, Zoological Designer



- Current facilities, campus and exhibits documentation
- Master planning, design and collections documentation
- Exhibit planning and design
- Narratives and illustrations
- Sustainability, conservation and green practices consulting

## ADDITIONAL KEY TEAM MEMBERS – Description of Services Performed

*These team members will be engaged at varying points during the work as their expertise dictates.*



### Zoo Advisors

Kathleen Wagner

Education and Programs Consultant

- Facilities and staffing review and consulting
- Programs review and benchmarking against peer standards
- Efficiency and revenue enhancement consulting



### Alvine Aquatics

Steven Alvine, PE, LEED AP

Life Support Systems Engineer

- Evaluation of life support systems
- Facilities, conservation, sustainability and green practices consulting
- Life support systems design consulting and estimating for exhibits



### IP Design Group

Craig Bryan, RCDD

Telecommunications Project Engineer

- Telecommunications infrastructure review
- Emergency power and standby generation consulting
- Energy management and sustainable systems consulting



### Alvine Engineering

Steven Ford, PE, LEED AP

Mechanical and Plumbing Engineer

- Evaluation of current facilities and infrastructure
- Facilities upgrade consulting
- Mechanical and plumbing design consulting and estimating for exhibits



### Alvine Engineering

Gene Neeman, PE, LEED AP

Electrical Engineer

- Evaluation of current facilities and infrastructure
- Facilities upgrade consulting
- Electrical design consulting and estimating for exhibits



GUIDEPOST SOLUTIONS

### Guidepost Solutions, LLC

Robert Pembleton, CPP

Senior Consultant

- Emergency and disaster management planning
- Review of facilities, equipment and capability
- Needs assessment and development of plan scenarios

**COMMITTEE SCORE SHEET** SOLICITATION : 2012-120R - ZOO Master Plan

		ELM INC.	GLMY ARCHITECTURE INC	STUDIO HANSON ROBERTS	SWT DESIGN INC	THE PORTICO GROUP	TORRE/DESIGN CONSORTIUM, LTD. A PROFESSIONAL CORPORATION	VAN H. GILBERT ARCHITECT PC	WDM ARCHITECTS P.A.	WRIGHT & DALBIN ARCHITECTS INC.
	Points	Jacksonville, FL	Wichita, KS	Bainbridge Island, WA	St. Louis, MO	Seattle, WA	New Orleans, LA	Albuquerque, NM	Wichita, KS	El Paso, TX
<b>EVALUATION FACTOR A</b>										
<b>Project Approach and Methodology</b>										
1. Description of the proposed contract team including roles and time commitments for each proposed team member.	6.67	21.00	25.00	22.00	20.50	21.50	20.50	22.00	22.67	23.00
2. Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule.	6.67	18.00	24.50	21.50	19.50	19.50	20.50	23.50	24.67	21.00
3. Explanation of how the quality of services will be assured.	6.66	17.00	24.00	20.50	20.50	20.00	22.50	21.00	24.17	18.50
<b>EVALUATION FACTOR B</b>										
<b>Demonstration of Knowledge</b>										
1. Demonstration of Knowledge to develop Master Plans, Plan Reports, Drawings and Documents and Estimates for conceptual and proposed projects.	7.50	24.50	25.15	27.00	25.25	25.75	25.00	24.75	29.00	25.00
2. Industry specific knowledge in the area of Zoo's, accredited Zoos, facilities with living collections, facilities with collections and campus environments.	7.50	23.50	26.75	28.25	25.25	27.25	26.25	23.00	28.75	24.00
<b>EVALUATION FACTOR C</b>										
<b>Corporate Experience and Capability</b>										
1. Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years of experience in providing the required services.	5.00	15.50	18.50	18.00	15.50	14.00	13.50	14.00	18.50	14.00
2. Identify demonstrated experience relevant to the services delineated within the Request for Qualification.	5.00	16.00	17.00	17.50	15.50	18.00	17.50	15.00	18.00	13.50
<b>EVALUATION FACTOR D</b>										
<b>Quality of Key Personnel</b>										
Provide resumes of all team members that are to provide services.	10.00	31.50	37.00	36.75	30.50	32.50	31.00	31.00	37.00	30.00
<b>EVALUATION FACTOR E</b>										
<b>References</b>										
1. Complete projects on-time, within budget.	2.50									
2. Provide cohesive and seamless process in providing services.	2.50	35.52	38.68	23.32	26.68	36.00	38.32	38.00	35.68	35.28
3. Produce high-quality results.	2.50									
4. Produce projects of similar need and scope.	2.50									
<b>EVALUATION FACTOR F</b>										
<b>Quality and Presentation of Response</b>										
1. Readability, completeness, understanding of project requirements.	2.50	6.75	9.25	9.25	7.25	8.25	6.75	7.25	10.00	7.75
2. Adherence to response format requirements and presenting realistic timeline.	2.50	7.00	9.75	9.25	8.25	8.25	8.25	9.25	9.75	9.25
<b>TOTAL Possible Points</b>	<b>70</b>	216.27	255.58	233.32	214.68	229.00	230.07	228.75	258.19	221.28
		54	64	58	54	57	58	57	65	55

	ELM INC	GLMV ARCHITECTURE INC.	STUDIO HANSON/ROBERTS	SWT DESIGN, INC.	THE PORTICO GROUP	TORRE/DESIGN CONSORTIUM, LTD. A PROFESSIONAL CORPORATION	VAN H.GILBERT ARCHITECT.PC.	WDM ARCHITECTS P.A.	WRIGHT & DALBIN ARCHITECTS INC.	
Points	Jacksonville, FL	Wichita, KS	Bainbridge Island, WA	St. Louis, MO	Seattle, WA	New Orleans, LA	Albuquerque, NM	Wichita, KS	El Paso, TX	
Highest proposer sealed envelope opened	ELM INC	GLMV ARCHITECTURE INC.	STUDIO HANSON/ROBERTS	SWT DESIGN, INC.	THE PORTICO GROUP	TORRE/DESIGN CONSORTIUM, LTD. A PROFESSIONAL CORPORATION	VAN H.GILBERT ARCHITECT.PC.	WDM ARCHITECTS P.A.	WRIGHT & DALBIN ARCHITECTS INC.	
	Jacksonville, FL	Wichita, KS	Bainbridge Island, WA	St. Louis, MO	Seattle, WA	New Orleans, LA	Albuquerque, NM	Wichita, KS	El Paso, TX	
<b>FEE PROPOSAL</b>										
Sealed envelopes opened	30	not opened	not opened	not opened	not opened	not opened	not opened	30.00	not opened	
<b>TOTAL Maximum Points</b>	<b>100</b>	<b>54</b>	<b>64</b>	<b>58</b>	<b>54</b>	<b>57</b>	<b>58</b>	<b>57</b>	<b>94.55</b>	<b>55</b>



**CITY OF EL PASO  
REQUEST FOR PROPOSAL TABULATION FORM**



**Bid Opening Date: January 25, 2012  
Project Name: Zoo Master Plan**

**Solicitation #: 2012-120R  
Department: Zoo**

<b>ELM INC.</b>	<b>JACKSONVILLE, FL</b>
<b>GLMV ARCHITECTURE, INC.</b>	<b>WICHITA, KS</b>
<b>STUDIO HANSON/ROBERTS</b>	<b>BAINBRIDGE ISLAND, WA</b>
<b>SWT DESIGN, INC.</b>	<b>ST. LOUIS, MO</b>
<b>THE PORTICO GROUP</b>	<b>SEATTLE, WA</b>
<b>TORRE/DESIGN CONSORTIUM, LTD. A PROFESSIONAL CORPORATION</b>	<b>NEW ORLEANS, LA</b>
<b>VAN H.GILBERT ARCHITECT PC</b>	<b>ALBUQUERQUE, NM</b>
<b>WDM ARCHITECTS P.A.</b>	<b>WICHITA, KS</b>
<b>WRIGHT &amp; DALBIN ARCHITECTS INC.</b>	<b>EL PASO, TX</b>
<b>RFPs SOLICITED: 16</b>	<b>RFPs RECEIVED: 9</b>
<b>RFPs LOCAL: 0</b>	<b>NO RFPs: 0</b>

**NOTE: The information contained in this rfp tabulation is for information only and does not constitute actual award/execution of contract.**

**APPROVED:     /s/**

**DATE:     01/28/2012**