

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: April 5, 2011

CONTACT PERSON NAME AND PHONE NUMBER: R. Alan Shubert, P.E., City Engineer X4423

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign the Second Amendment to the Agreement for Professional Services by and between the City of El Paso and Image Network, Inc., d/b/a Dover, Köhl & Partners, a Florida Corporation, for a project known as "A New Plan for El Paso – A Rewrite of the City's Comprehensive Plan" to add additional services in the amount of Two Hundred Thousand and 00/100 dollars (\$200,000.00) thereby extending the contract amount from \$1,793,120.00 to \$1,993,120.00. The additional services include creating a station area plan and Smart Code application for the Northgate Mall site and Mission Valley Transit Terminal, assisting the City in the preparation of an RFP for development of the Northgate Mall site, and reviewing and providing recommendations regarding El Paso City Code Title 21 (Smart Code) as it relates to the Northgate Mall site and Mission Valley Transit Center.

BACKGROUND / DISCUSSION:

This amendment adds the following scope of services: 1) Creating a Station Area Plan and Smartcode Application for the Northgate Mall site and surrounding area including recommendations on a transit center location; 2) Creating a Station Area Plan and Smartcode Application for the Mission Valley Transit Center; 3) Working with the City to create a Request for Proposals (RFP) for the development of the Northgate Mall site; 4) General advisement concerning Chapter 21.30.030 (B), City of El Paso Code of Ordinances (Chapter 21), and recommended amendments to Chapter 21 regarding the Northgate Mall site and Mission Valley Transit Center Area Smartcode applications.

PRIOR COUNCIL ACTION:

City Council approved a professional services contract for a project, "A New Plan For El Paso – A Rewrite of the City's Comprehensive Plan" with Image Network, Inc. d/b/a/ Dover, Kohl & Partners April 6, 2010 and a First Amendment to the contract October 19, 2010.

AMOUNT AND SOURCE OF FUNDING:

\$200,000 Funding is from 2009 Certificates of Obligation issued for Sun Metro projects.

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 a Second Amendment to the Agreement for Professional Services by and between the **CITY OF EL PASO** and **IMAGE NETWORK, INC., D/B/A/ DOVER, KOHL & PARTNERS**, a Florida Corporation, for a project known as **A NEW PLAN FOR EL PASO – A REWRITE OF THE CITY’S COMPREHENSIVE PLAN**” to add additional services in the amount of Two Hundred Thousand and 00/100 dollars (\$200,000.00) thereby extending the contract amount from \$1,793,120.00 to \$1,993,120.00. The additional services include creating a station area plan and Smart Code application for the Northgate Mall site and Mission Valley Transit Terminal, assisting the City in the preparation of an RFP for development of the Northgate Mall site, and reviewing and providing recommendations regarding El Paso City Code Title 21 (Smart Code) as it relates to the Northgate Mall site and Mission Valley Transit Center.

ADOPTED THIS _____ DAY OF _____ 2011.

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)

SECOND AMENDMENT
AGREEMENT
FOR PROFESSIONAL SERVICES

This Second Amendment to that certain Agreement for Professional Services is made this _____ day of _____, 2011, by and between the **City of El Paso**, a Texas Municipal Corporation (the "**Owner**"), and **Image Network, Inc. d/b/a/ Dover, Kohl & Partners**, a Florida Corporation, (the "**Consultant**").

WHEREAS, on April 6, 2010, the Owner entered into an Agreement for Professional Services with the Consultant (the "**Agreement**") for a Project known as "**A New Plan For El Paso – A Rewrite of the City’s Comprehensive Plan**" (the "**Project**"); and

WHEREAS, the Consultant was originally selected to perform three tasks in the process of updating the City’s Comprehensive Plan; and

WHEREAS, the Agreement may be amended under the provisions of Section 3.2 and Attachment "C"; and

WHEREAS, on October 12, 2010, the Owner and the Consultant entered into a First Amendment to the Agreement to add task two, at an additional cost of \$1,236,927.00 extending the contract value from \$556,193.00 to \$1,793,120.00; and

WHEREAS, the parties hereto desire to further amend the Agreement to provide additional professional services to include creating a station area plan and Smart Code application for the Northgate Mall site and Mission Valley Transit Terminal, assisting the City in the preparation of an RFP for development of the Northgate Mall site, and reviewing and providing recommendations regarding El Paso City Code Title 21 (Smart Code) as it relates to the Northgate Mall site and Mission Valley Transit Center, at an additional cost of \$200,000.00 thereby extending the contract value from \$1,793,120.00 to \$1,993,120.00.

NOW THEREFORE, in consideration of the mutual promises set forth in this Second Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Services.** The Owner hereby authorizes the Consultant to perform the additional services as further described in Attachment "A" to this Second Amendment.
2. **Payments to Consultant.** Payments to the Consultant shall be made pursuant to the schedule enumerated within Attachment "D" of the original agreement. Payment to the Consultant for the additional services the subject of this Second Amendment shall not exceed **TWO HUNDRED THOUSAND DOLLARS AND 00/100 (\$200,000.00)**.

3. **Time of Completion.**

The Services shall be completed within the original project schedule as set forth in the Agreement, following the Owner's written Notice to Proceed to the Consultant.

4. **Terms and Conditions.**

All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Joyce Wilson
City Manager

**CONSULTANT
IMAGE NETWORK, INC. D/B/A DOVER
KOHL & PARTNERS**

By: _____
Victor Dover, Principal

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

(Acknowledgement page to follow)

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____ 2011,
by **Joyce Wilson**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

THE STATE OF FLORIDA)
)
COUNTY OF DADE)

This instrument was acknowledged before me on this ____ day of _____, 2011
by **Victor Dover**, as **Principal**, of **Image Network, Inc. d/b/a/ Dover, Kohl & Partners**.

Notary Public, State of Florida

DOVER, KOHL & PARTNERS
t o w n p l a n n i n g

PROPOSAL

ADDITIONAL SERVICES AGREEMENT FOR MASTER PLAN SERVICES: AMENDMENT 1 TO THE CONTRACT "A NEW PLAN FOR EL PASO – A REWRITE OF THE CITY'S COMPREHENSIVE PLAN"

The following scope of services outlines Dover, Kohl & Partners' approach for 1) Creating a Station Area Plan and Smartcode Application for the Northgate Mall site and surrounding area including recommendations on a transit center location; 2) Creating a Station Area Plan and Smartcode Application for the Mission Valley Transit Center; 3) Working with the City to create a Request for Proposals (RFP) for the development of the Northgate Mall site; 4) General advisement concerning Chapter 21.30.030 (B), City of El Paso Code of Ordinances (Chapter 21), and recommended amendments to Chapter 21 regarding the Northgate Mall site and Mission Valley Transit Center Area Smartcode applications.

The design team will include Dover, Kohl & Partners, Town Planning; CEA Group, Engineering; Charlier Associates, Inc., Transportation Planning; Zimmerman/Volk, Inc., Market Consultant; W-ZHA LLC, Economic Consultant; Spikowski Planning Associates, Planning.

The summary below identifies the scope and timeline likely to be required for each phase of the project, with total fees included.

Phase 1 – Public Participation

February 2011

During Phase 1, Dover, Kohl & Partners will, in conjunction with the Plan El Paso project, meet with City Staff and stakeholders, and will host hands-on public design sessions to obtain input on the future of the Northgate Mall property and the Mission Valley Transfer Center area.

Phase 2 - Coding

March-June 2011

During Phase 2, Dover Kohl will focus on creating a workable form-based code for the two Station Areas. The Dover-Kohl team will create Station Area Plans and Smartcode applications comparable to those previously created for the ASARCO site for the two sites, including transit stations and a mix of retail and office uses in a walkable, transit-oriented pattern based on Chapter 21.30.030 (B), City of El Paso Code of Ordinances. In addition, Dover Kohl will evaluate the use of Chapter 21 for preparing rezoning applications for the two Station Area Plan sites. Recommendations may include modifications to Chapter 21 and the creation of additional transect zones.

Phase 3 - Development Community Outreach

July 2011

During Phase 3, Dover Kohl will work with the City to develop a Request for Proposals (RFP) based on the Station Area Plans and Smartcode applications. Dover Kohl will work with the City to articulate the City's principles for design, requirements for design, judgment criteria, and selection process. The format of the RFP will be decided in coordination with the City. Dover Kohl will generate a draft RFP which will be reviewed by the City, and revised up to two times by the consultant.

Phase 4 - Approval Meetings

Fall 2011

Dover, Kohl & Partners • February 24, 2011 • Amendment 1 to the Contract "A New Plan for El Paso – A Rewrite of the City's Comprehensive Plan" • DRAFT Scope and Budget

ATTACHMENT A
FINANCIAL PROPOSAL

The Dover Kohl team will attend five adoption meetings in total, related to the approval of the Station Area plans.

Total Fees

\$ 180,000*

***Reimbursable Expenses**

The fee estimate does not include reimbursable expenses. We estimate reimbursable expenses to be approximately \$20,000. Typical reimbursable expenses include travel (including transportation, food, and lodging), rental of spaces for public meetings, reproduction expenses, mailing (overnight, priority, etc), long-distance telephone, commercial rentals (as required), supplemental insurance (as required by the Client), or any other miscellaneous or out-of-pocket expenses reasonably contemplated by the scope of services.