

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

**DEPARTMENT:** Engineering and Construction Management

**AGENDA DATE:** September 11, 2012

**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 Fifth 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 design services in the amount of Twenty Six Thousand Two Hundred Thirty Five and No/100 Dollars (\$26,235.00) thereby extending the contract amount from \$2,881,120.00 to \$2,907,355.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement and its amendments.

**BACKGROUND / DISCUSSION:**

This amendment adds additional services related to the development of the Northwest Master Plan including surveying services related to the Northwest Master Plan Development Tract Surveys, and updating and training City staff on the PlanElPaso.org website.

**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, a First Amendment on October 12, 2010, a Second Amendment on March 25, 2011, a Third Amendment September 20, 2011, and a Fourth Amendment October 18, 2011.

**AMOUNT AND SOURCE OF FUNDING:**

72010034, 01101-502215 Planning Department, General Fund, Outside Contracts

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)  
Information copy to appropriate Deputy City Manager

# RESOLUTION

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

That the City Manager be authorized to sign the Fifth 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 design services in the amount of Twenty Six Thousand Two Hundred Thirty Five and No/00 Dollars (\$26,235.00) thereby extending the contract amount from \$2,881,120.00 to \$2,907,355.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the agreement and its amendments.

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

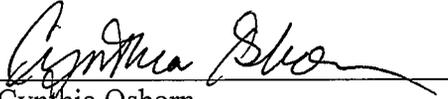
CITY OF EL PASO:

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

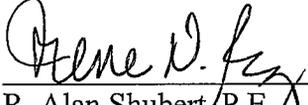
ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT

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

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

FIFTH AMENDMENT  
AGREEMENT  
FOR PROFESSIONAL SERVICES

This Fifth Amendment to that certain Agreement for Professional Services is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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 (the "*Agreement*") with the Consultant for a Project known as "A New Plan For El Paso -- A Rewrite of the City's Comprehensive Plan" (the "*Project*");

**WHEREAS**, the Agreement was for Task Order 1 of the Comprehensive Plan, the scope of which included the development of a Plan and Form-Based Codes for the former Asarco Property and the Transit-Oriented Development sites as well as Future Land Use Map designations for those areas, for an amount not to exceed \$556,193.00; and

**WHEREAS**, on October 12, 2010, the Owner and the Consultant entered into a First Amendment to the Agreement to add Task Order 2 to the Agreement, at an additional cost of \$1,236,927.00 thereby extending the contract value from \$556,193.00 to \$1,793,120.00; and

**WHEREAS**, on March 25, 2011, the Owner and the Consultant entered into a Second Amendment to the Agreement to add additional professional services to Task Order 2, the scope of which included creating a station area plan and Smart Code application for the Northgate Mall site and Mission Valley Transit Terminal, assisting the City in 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 extend the contract value from \$1,793,120.00 to \$1,993,120.00; and

**WHEREAS**, on September 20, 2011 the Owner and the Consultant entered into a Third Amendment to the Agreement to add Task Order 3 to the Agreement, the scope of which included Comprehensive Plan documentation completion and approvals, at an additional cost of \$681,000.00 thereby extending the contract value from \$1,993,120.00 to \$2,674,120.00; and

**WHEREAS**, on October 18, 2011 the Owner and the Consultant entered into a Fourth Amendment to the Agreement to add additional professional services to Task Order 3, the scope of which includes the development of multiple design scenarios for the Public Service Board (PSB) Northwest Properties along Transmountain Road and the presentation of those plans at a public workshop, at an additional cost of \$207,000.00, thereby extending the contract value from \$2,674,120.00 to \$2,881,120.00; and

**WHEREAS**, the parties hereto further desire to amend the Agreement to provide continuation of services related to the development of the Northwest Master Plan including surveying services related to the Northwest Master Plan Development Tract Surveys, and updating and training City staff on the PlanElPaso.org website, at an additional cost of \$26,235.00, thereby extending the contract amount from \$2,881,120.00 to \$2,907,355.00.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this 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 continue to perform the Services as described in Attachment "A" of the Agreement and the First, Second, Third and Fourth Amendments as well as perform the additional services as further described in Attachment "A" to this Fifth Amendment.
2. **Payments to Consultant.** Payments to the Consultant shall be made pursuant to the schedule enumerated within Attachment "D" of the Agreement. Payment to the Consultant for the additional services the subject of this Fifth Amendment shall not exceed **TWENTY SIX THOUSAND TWO HUNDRED THIRTY FIVE AND NO/00 DOLLARS (\$26,235.00).**
3. **Time of Completion.** The additional services the subject of this Fifth Amendment shall be completed within the project schedule as set forth in Attachment "A" to this Fifth Amendment, 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.

**(Signatures shall begin on following page)**

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**THE CITY OF EL PASO**

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

**CONSULTANT**

Image Network, Inc., d/b/a/ Dover, Kohl &  
Partners

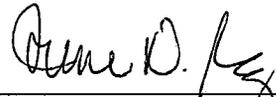
By: \_\_\_\_\_

Victor Dover,  
Principal

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

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

Attachment A

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

August 15, 2012

Carlos Gallinar, AICP, CNU-A  
Deputy Director for City Development, Planning  
City of El Paso  
2 Civic Center Plaza, 79901

**ADDITIONAL SERVICES AGREEMENT FOR PLAN SERVICES:**

**AMENDMENT 5 TO THE CONTRACT "A NEW PLAN FOR EL PASO – A REWRITE OF THE  
CITY'S COMPREHENSIVE PLAN"**

At the City's request, the following scope of services outlines Dover, Kohl & Partners' proposal for miscellaneous planning services. As an amendment to an existing contract all conditions of the prime contract, namely, "A New Plan for El Paso – a Rewrite of the City's Comprehensive Plan", and entered into on April 6, 2010 between the City of El Paso, A Texas Municipal Corporation (the "Owner") and the Image Network, Inc. d/b/a Dover, Kohl & Partners, a Florida Corporation (the "Consultant") shall apply.

The following funds are requested:

1. Professional services related to Northwest Master Plan Development Tract Surveys totaling \$13,235. The Client shall administer and execute the contract contained in Appendix A entitled "NW Master Plan Development Tract Surveys". Note that the additional \$15,251 necessary to complete the aforementioned contract is provided by Amendment 4, Proposal for Public Workshop and Design Services for Northwest Properties in El Paso, Texas, entered into on October 18, 2011.
2. Continuing professional services related to Amendment 4, Proposal for Public Workshop and Design Services for Northwest Properties in El Paso, Texas, entered into on October 18, 2011 for additional professional services totaling \$7,000. The Consultant shall provide continued comments and recommendations on the development of the Northwest Master Plan in accordance with the hourly rates listed in Article I of this document.
3. Professional services related to the proposal contained in Appendix B entitled "Re: PlanElPaso.org Update and New Implementation Section" totaling \$6,000.

## ARTICLE I

### Professional Fees and Reimbursable Expenses

A. **Professional Fees.** The Client shall compensate DKP for professional services rendered in the performance of this Scope of Services or in the service of the City.

1.1 **Flat Fee.** The City shall make payment to DKP of professional fees in the amount of \$26,235 as a Not-to-Exceed (NTE) amount for the Scope of Services. The fee includes reimbursable expenses advanced either in the performance of the Scope of Services or in the service of City.

1.2 Additional work beyond this scope of services will be authorized in writing and payment will be based on the following hourly rates, based on the Consultant's 2012 hourly rates:

Principal Victor Dover	\$ 375
Principal Joseph Kohl	\$ 300
Project Director	\$ 150
Illustrators	\$140
Staff Planners, Staff Designers	\$ 90
Clerical Staff	\$ 45
Landscape Architect	\$ 150
Travel	\$ 35

B. **Payments.** DKP shall submit monthly invoices to the City for professional services rendered and reimbursable expenses incurred to date. Such invoices shall be paid in full promptly upon receipt.

WE THE UNDERSIGNED indicate our mutual understanding and consent to the aforementioned terms and conditions of this Amendment to be effective on the day and year first written above.

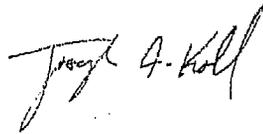
\_\_\_\_\_ By: \_\_\_\_\_

ATTEST:

John F. Cook

Mayor

Date: \_\_\_\_\_



\_\_\_\_\_ By: \_\_\_\_\_

ATTEST:

Joseph Kohl

Vice President/ Secretary

Date: 8-18-12

APPENDIX A



Castner Center @ Transmountain  
4712 Woodrow Bean, Ste. F  
El Paso, TX 79924  
Office: 915.544.5232  
Fax: 915.544.5233  
web: www.ceagroup.net

July 12, 2012

Dover Kohl & Partners  
1571 Sunset Drive  
Coral Gables, FL 33143

**VIA EMAIL SUBMISSION**

Attention: Jason King  
Project Manager

Reference: NW Master Plan Development Tract Surveys  
Task Order Nos. 1 and 2 (REVISED PROPOSAL)

Dear Mr. King:

CEA Group is pleased to submit our revised fee proposal for professional services related to the *NW Master Plan Development Tract Surveys* (hereinafter referred to as "*Project*"). The enclosed Scope of Work for Task Order No. 1 relates to the outer boundary and tract surveys. Task Order No. 2 Scope of Work relates to the field surveys based on Task Order No. 1 and the preparation of the four (4) tract surveys based on the Smart Code Master Plans.

We thank you for considering our firm and we look forward to working with you on this project. If you have any questions, please do not hesitate to call me at 915.544.5232 or 915.355.0583.

Sincerely,  
CEA Group

A handwritten signature in black ink, appearing to read 'JLA', is written over the typed name.

Jorge L. Azcarate, P.E.  
President

lp-dkp nw master plan surveys.jk.12july12  
JLA/jla

Enclosure: Exhibit A- Professional Services Task Order No. 1-Scope of Work and Fee Proposal-Dated July 12, 2012  
Exhibit B- Professional Services Task Order No. 2-Scope of Work and Fee Proposal-Dated July 12, 2012



## EXHIBIT A

### NW MASTER PLAN SURVEYING TASK NO. 1

#### GENERAL SCOPE OF SERVICES

We understand that the subject project includes the development of surveying services and preparing a plat map of the two (2) subject parcels referred to as a 637.5-acre parcel being of Nellie D. Mundy Survey No. 246 and a 640 acre parcel being SJ Larkin Survey No. 267 based on the overall NW Master Plan as approved by City of El Paso City Council. The intent of the services is to identify and delineate the outer development boundary and initiate the tract boundaries for the SmartCode development as prepared by DKP.



**SCOPE OF SERVICES TO BE PROVIDED**  
**BY CITY OF EL PASO**

1. Provide all existing metes and bounds and plat of surveys for the general development area.
2. Review and approve the preliminary four (4) tracts. The tracts shall consist of two (2) development tracts and two (2) T1 Utility Green Space.
3. Distribute submittals to appropriate EPWU personnel for comment and review. Provide Consultant with all comments.
4. Provide the latest available aerial mapping to utilize in the boundary overlay.



**SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT**

**Task 10: Project Management**

1. Coordinate all activities with the City of El Paso and El Paso Water Utilities (EPWU) as necessary.
2. Administer all phases of the project including preparation of invoices, contract/sub-contract administration and periodic meetings with the City of El Paso and EPWU staff.

**Task 20: Data, Documents, Maps and Recording Compilation**

1. Research the El Paso County records for any deeds or field notes describing the two (2) subject parcels and review the provided deeds and metes and bounds for use of the outer boundary.
2. Perform a boundary survey of the two (2) subject parcels based on the provided deeds and surveys for the surrounding area.
3. Prepare a plat of survey detailing the boundaries of the two (2) subject parcels.

**Task 30: Design Development Phase**

1. Prepare the four (4) tracts based on the approved NW Master Plan layout for City of El Paso and EPWU review and approval. The tracts will consist of two (2) development tracts and two (2) T1 Utility Green Space. Prepare an overlay of the tracts with the NW Master Plan.
2. Revise the four (4) as per comments and suggestions by the City of El Paso and EPWU staff.
3. Prepare a finalized exhibit showing the four (4) tracts.

**FEES**

We will perform the aforementioned scope of Basic Services for the following lump sum cost. Excluded from these fees are city/county review, processing, and recording fees. The following is a breakdown of our fee.

NW Master Plan Development Tract Surveys, a lump sum cost of ..... \$12,900.00

**DELIVERABLES**

As stated in the Scope of Work. Our schedule will be as follows:

Two (2) Overall Boundary Survey .....	15 Calendar Days
Four (4) Tract Development.....	10 Calendar Days
Review and Approval by Client .....	10 Calendar Days
Finalize Tract Exhibit .....	5 Calendar Days

**EXCLUSIONS**

We specifically exclude services related to the following:

- taxes (applicable to surveys);



- preparation of additional metes and bounds and plats of survey;
- regulatory and/or permitting fees;
- CLOMR or LOMR services;
- flood control design infrastructure;
- any off-site utility extensions (water, wastewater and/or gas line design);
- Traffic Impact Assessment or Studies;
- Construction Materials Testing; and,
- Any design related services.



## EXHIBIT B

### NW MASTER PLAN SURVEYING TASK NO. 2

#### GENERAL SCOPE OF SERVICES

We understand that the subject project includes the development of surveying services and field surveys for four (4) tracts within the subject parcels of TO#1 referred to as a 637.5-acre parcel being of Nellie D. Mundy Survey No. 246 and a 640 acre parcel being SJ Larkin Survey No. 267 based on the overall NW Master Plan as approved by City of El Paso City Council. The intent of the services is to perform field survey based on the four (4) approved tracts and finalize the the tracts and perform metes and bounds on the four (4) tracts.



**SCOPE OF SERVICES TO BE PROVIDED**  
**BY CITY OF EL PASO**

1. Provide all existing metes and bounds and plat of surveys for the general development area.
2. Review and approve the preliminary four (4) tracts. The tracts shall consist of two (2) development tracts and two (2) T1 Utility Green Space.
3. Attend the field surveying walk thru to review the tract property corners.
4. Distribute submittals to appropriate EPWU personnel for comment and review. Provide Consultant with all comments.
5. Provide the latest available aerial mapping to utilize in the boundary overlay.



**SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT**

**Task 10: Project Management**

1. Coordinate all activities with the City of El Paso and El Paso Water Utilities (EPWU) as necessary.
2. Administer all phases of the project including preparation of invoices, contract/sub-contract administration and periodic meetings with the City of El Paso and EPWU staff.

**Task 20: Data, Documents, Maps and Recording Compilation**

1. Add the tracts as approved by EPWU/CEP in Task Order No. 1 and incorporate into the overall boundary of the subject tracts in TO#1.
2. Calculate horizontal coordinates for all boundary corners or boundary angle points for the four (4) tracts within the Master Plan.
3. Stake the boundaries for the four (4) tracts for review and approval by City of El Paso and EPWU.
4. After approval, prepare a key map showing the locations of all four (4) tracts.
5. Prepare a separate plat of survey for each of the four (4) tracts.
6. Prepare metes and bounds description for each of the four (4) tracts.

**Task 30: Design Development Phase**

1. Attend and assist EPWU/CEP staff for the review of the four (4) tracts staked out based in Task 020 of this Task Order. CEA will assist staff in locating and finding the tract corners as the four (4) approved tracts.
2. Revise the four (4) as per comments and suggestions by the City of El Paso and EPWU staff as a result of the field survey walk thru.

**FEES**

We will perform the aforementioned scope of Basic Services for the following lump sum cost. Excluded from these fees are city/county review, processing, and recording fees. The following is a breakdown of our fee.

NW Master Plan Development Tract Field Surveys, a lump sum cost of..... \$15,585.00

**DELIVERABLES**

As stated in the Scope of Work. Our schedule will be as follows:

Four Tract Survey Exhibit .....	5 Calendar Days
Field Survey Walk Thru .....	2 Calendar Days
Finalize Tract Exhibit .....	5 Calendar Days
Finalize Metes and Bounds for Four (4) Tracts .....	10 Calendar Days

**EXCLUSIONS**

We specifically exclude services related to the following:

- taxes (applicable to surveys);
- preparation of additional metes and bounds and plats of survey;
- regulatory and/or permitting fees;
- CLOMR or LOMR services;
- flood control design infrastructure;
- any off-site utility extensions (water, wastewater and/or gas line design);
- Traffic Impact Assessment or Studies;
- Construction Materials Testing; and,
- Any design related services.

APPENDIX B

# STREETPLANS

MIAMI

NEW YORK

Carlos Gallinar  
Comprehensive Plan Manager  
City of El Paso  
2 Civic Center Plaza  
El Paso, Texas, 79901

August 10, 2012

**Re: PlanElPaso.org Update and New Implementation Section**

Dear Carlos,

Per my conversation with Jason this week, we have updated the following scope for an update to the PlanElPaso.org website. Now that the Comprehensive Plan is complete, the website can retain all of its information, while we can help train you in how to use it in the years to come.

**A. Updated Landing Page and Ongoing Updates and Maintenance**

We envision a new, clean landing page for the site to redirect users to the existing background and comp plan documents, and blog. Street Plans will continue to update the existing site and maintain it for a period of one year. The fee assumes a onetime redesign of the landing page, and ongoing Wordpress updates. City staff will be responsible for sending calendar items, project documents, press releases, and new content to Street Plans for inclusion in the site.

**B. Website Training**

Updating the website with exciting real-time content will be key to keeping the site active and engaged. I will travel to El Paso from Monday, Oct 1 to Friday, Oct 5 to help train you and your staff on how to post new blog items, news links, moderate comments, monitoring of the Feedburner email blast list, and upload relevant documents to the site. I will also give you a brief tutorial on Social Media best practices and how the site can work effectively with Facebook and Twitter.

Fees. (Hosting, domain services, and travel expenses are separate.)

A. New Landing Page	\$2,000.00
B. Wordpress updates	\$2,000.00
C. Website Training (2-day)	\$2,000.00
<b>Total:</b>	<b>\$6,000.00</b>

Let me know what you think.

-Tony