

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

DEPARTMENT: Engineering and Construction Management

2011 SEP 13 PM 2:45

AGENDA DATE: September 20, 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 Third 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 Six Hundred Eighty One Thousand and 00/100 dollars (\$681,000.00) thereby extending the contract amount from \$1,993,120.00 to \$2,614,120.00. The consultant was originally selected to perform three tasks in the process of updating the City's Comprehensive Plan. This amendment adds task order number three.

BACKGROUND / DISCUSSION:

This amendment adds Task 3 of three in the process of updating the City's Comprehensive Plan. It includes the compilation of a draft comprehensive plan including existing conditions, community concerns, strategies for addressing community concerns, goals and policies sections; refinement of the Northgate Transit Oriented Development Area Plan; update to the Regional Housing Market Study with updated Census 2010 data; assist staff to complete the Major Thoroughfare Plan; refine and finalize the Comprehensive Plan with City staff, presentation of the final Comprehensive Plan to the community and provide three training sessions for City staff on the administration and implementation of the Comprehensive Plan.

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 19, 2010 and a Second Amendment to the contract on March 25, 2011.

AMOUNT AND SOURCE OF FUNDING:

\$681,000.00 Department of Defense Community Planning Assistance Funds (Office of Economic Adjustment Grant)

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 Third 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 Six Hundred Eighty One Thousand and 00/100 dollars (\$681,000.00) thereby extending the contract amount from \$1,993,120.00 to \$2,614,120.00. The consultant was originally selected to perform three tasks in the process of updating the City's Comprehensive Plan. This amendment adds task order number three.

ADOPTED THIS _____ DAY OF _____ 2011.

CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

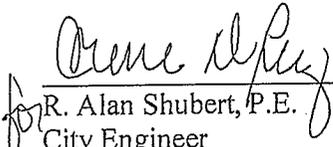
Richarda Duffy Momsen, City Clerk

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)

THIRD AMENDMENT
AGREEMENT
FOR PROFESSIONAL SERVICES

This Third 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 (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"); and

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, the scope of which included Comprehensive Plan Charrettes and a Draft Comprehensive Plan Document, 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 extending the contract value from \$1,793,120.00 to \$1,993,120.00; and

WHEREAS, the parties hereto desire to further amend the Agreement to add Task Order 3 to the Agreement, the scope of which includes Comprehensive Plan document 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.

NOW THEREFORE, in consideration of the mutual promises set forth in this Third 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 and Second Amendments as well perform the additional services as further described in Attachment "A" to this Third 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 Third Amendment shall not exceed **SIX HUNDRED EIGHTY ONE THOUSAND DOLLARS AND 00/100 (\$681,000.00).**

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

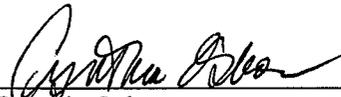
Joyce Wilson
City Manager

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

By: 

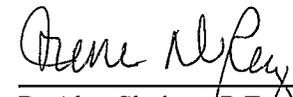
Victor Dover,
Principal

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgement page to follow)

ATTACHMENT A

TASK ORDER 3: COMPREHENSIVE PLAN DOCUMENT COMPLETION AND APPROVALS

PHASE 3A: COMPREHENSIVE PLAN DOCUMENT

DELIVERABLES

- Draft Comprehensive Plan Elements: Existing Conditions, and Goals and Policies Sections
- Northgate Transit Oriented Development (TOD) Area Plan Implementation
- Update to Regional Housing Market Study with Updated Census 2010 Data

The compact, high-energy format of the charrette completed in Task Order 2 was designed to make major advances towards the creation of the Comprehensive Plan Update. A vision for the City, designed in public, emerged during the charrette. After the charrette the Dover-Kohl team will return to their home offices to refine the charrette work products and assemble the Comprehensive Plan document. Regular communications via conference calls, email, and additional meetings in El Paso will ensure that the Comprehensive Plan document meets the expectations and needs of the City of El Paso. The resulting document will be in compliance with all applicable City codes, ordinances, and guidelines, and will comply with all local, state and federal laws and regulations. The document and accompanying maps, high-resolution images, and diagrams will be created and submitted to the City in compatible file formats.

The Comprehensive Plan shall be divided into twelve elements: Urban Design, Regional Land Use Patterns, Transportation, Sustainability, Historic Preservation, Housing, Border Relations, Economic Development, Health, Downtown, Public Facilities, and Fort Bliss Coordination.

Each Plan Element shall include: Existing Conditions, Community Concerns, Strategies for Addressing Community Concerns, and Goals and Policies. During Phase 3A drafts for the Existing Conditions, and Goals and Policies shall be created. Dover-Kohl shall work with the City to present these elements to the Comprehensive Plan Advisory Committee and incorporate input.

The consultant will work with City to further refine the Northgate Transit Oriented Development (TOD) Area Plan incorporating information from focus groups, public meetings, meetings with the development community, and meetings with City staff with a focus on the ultimate development and construction of the Northgate site.

Phase 3A will include an updated REMI Census 2010 Analysis. The consultant will prepare and update demographic and economic profile based on collection and analysis of data, including population projections and trends of socio-economic variables to include the 2010 Census data. The analysis will use and update Growth Plan data.

PHASE 3B: COMPREHENSIVE PLAN DOCUMENT COMPLETION

DELIVERABLES

- Draft Comprehensive Plan Elements: Community Concerns, Strategies for Addressing Community Concerns
- Finalization of Comprehensive Plan Elements
- Major Thoroughfare Plan, including revised roadway classifications, alignments for proposed roadways, and appropriate cross section designs.

During Phase 3B drafts for the Community Concerns, and Strategies for Addressing Community Concerns shall be created. Dover-Kohl shall work with the City to present complete element drafts to the Comprehensive Plan Advisory Committee and incorporate input.

The Consultant shall complete the Major Thoroughfare Plan (MTP) working with City staff, including coordination with El Paso MPO and TxDOT. The MTP allows for the planning and programming of adequate rights-of-way for regional and local transportation improvements. It also addresses the efficient use of available resources by retrofitting thoroughfares that will likely require improvements due to Level of Service. The MTP also identifies the functional role that each street should be designed to serve in order to promote and maintain the stability of traffic and land use patterns. Due to the increase of construction and growth at the Fort Bliss base and surrounding areas, the MTP will help guide land use decisions by adequately anticipating which streets can be identified as major traffic facilities.

PHASE 4: REVIEW & PRESENTATION

DELIVERABLES:

- Draft Comprehensive Plan Document (50 copies, color)
- Final Comprehensive Plan Document (50 copies, color)
 - TOTAL Copies: 100
- Approval Meetings and Training Sessions

Dover, Kohl & Partners will assemble, edit and submit a draft Comprehensive Plan Document to the City for review. This submission will include all text, diagrams, illustrations, and maps. The draft Comprehensive Plan will include the following elements: Urban Design, Regional Land Use Patterns, Transportation, Sustainability, Historic Preservation, Housing, Border Relations, Economic Development, Health, Downtown, Public Facilities, and Fort Bliss Coordination. Each element shall have the following sections: Existing Conditions, Community Concerns, Strategies for Addressing Community Concerns, and Goals and Policies.

The Dover-Kohl team will work with the City over a three week period and through three sets of revisions to refine and revise the Comprehensive Plan document.

Once the Comprehensive Plan is reviewed and revised, a principal and project director from Dover-Kohl will return to El Paso for two days of meetings with City Staff and to present the final Comprehensive Plan to the community. Dover-Kohl will print 100 copies of the Final Document and submit them to the City.

A Principal and Project Director from Dover-Kohl and other members of the consultant team will return to El Paso up to five times to attend adoption meetings for the Comprehensive Plan, and will be available to present the Comprehensive Plan on behalf of the Planning and Economic Development Department or to provide clarification during discussions about the Comprehensive Plan.

Dover, Kohl & Partners will return to El Paso for three training sessions, focused on training City staff on the administration and implementation of the Comprehensive Plan and accompanying Form-Based Code and other Land Development revisions. These training sessions should be focused on the following topics:

1. Site Plan training – session focusing on new urbanism best practices in the review of site plans, including building placement, landscaping, parking layout, and other design features. Session would include staff from the City, over governmental agencies, developers, engineers, and architects and would examine several case studies of local site plans.
2. Subdivision training – session focusing on new urbanism best practices in the review of subdivision plats, including block layout, connectivity, appropriate street design, park

ATTACHMENT A

location, civic spaces, and other elements. Session would include staff from the City, over governmental agencies, developers, engineers, and architects and would examine several case studies of recent subdivision plats currently under design or construction.

3. Building Design training— session focusing on new urbanism best practices in designing buildings and building facades. Session would include staff from the City, over governmental agencies, developers, engineers, and architects and would examine several case studies of shopping centers and city buildings currently under design or construction.

FINANCIAL PROPOSAL AND TIMELINE

TASK ORDER 3: COMPREHENSIVE PLAN DOCUMENT COMPLETION AND APPROVALS

Phase 3A - Comprehensive Plan Document

Time for Completion: 60 Calendar Days from Notice-to-Proceed

Funding Required: \$ 260,663.00

Phase 3B - Comprehensive Plan Document Completion

Time for Completion: 90 Calendar Days from Notice-to-Proceed

Funding Required: \$ 228,265.00

Phase 4 - Review and Presentation

Time for Completion: 180 Calendar Days from Notice-to-Proceed

Funding Required: \$ 135,845.00

Total Fees \$ 624,773.00*

***Reimbursable Expenses**

The fee estimate does not include reimbursable expenses. We estimate reimbursable expenses to be \$56,227. Typical reimbursable expenses include travel (including transportation, food, and lodging), rental of spaces for use during the Charrettes (including spaces for public meetings and the design studio), 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.