

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

**DEPARTMENT:**        **Engineering and Construction Management**

**AGENDA DATE:**     **October 11, 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 Fourth 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 Two Hundred Seven Thousand and 00/100 dollars (\$207,000.00) thereby extending the contract amount from \$2,674,120.00 to \$2,881,120. The consultant was originally selected to perform three tasks in the process of updating the City's Comprehensive Plan. This amendment adds additional services to Task Order 3 for 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.

**BACKGROUND / DISCUSSION:**

This amendment adds additional services to Task Order 3 for 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 in the process of updating the City's 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, a Second Amendment on March 25, 2011, and a third amendment September 20, 2011.

**AMOUNT AND SOURCE OF FUNDING:**

\$207,000.00 (\$103,500 from 2010 Transportation Funding CO's; \$103,500 from PSB)

**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*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 Fourth 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 Two Hundred Seven Thousand and 00/100 dollars (\$207,000.00) thereby extending the contract amount from \$2,674,120.00 to \$2,881,120. The consultant was originally selected to perform three tasks in the process of updating the City's Comprehensive Plan. This amendment adds additional services to Task Order 3 for 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.

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

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

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

FOURTH AMENDMENT  
AGREEMENT  
FOR PROFESSIONAL SERVICES

This Fourth 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, 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, 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, thereby extending the contract value from \$1,993,120.00 to \$2,674,120.00.

WHEREAS, the parties hereto desire to further amend 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 Transmoutanin Road and the presentation of those plans at a public workshop, as more fully set forth in Attachment "A" hereto, at an additional cost of \$207,000.00, thereby extending the contract value from \$2,674,120.00 to \$2,881,120.00.

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

CITY CLERK DEPT.  
2011 OCT -4 AM 9:46

1. **Scope of Services.** The Owner hereby authorizes the Consultant to continue to perform the Services as further described in Attachment "A" of the Agreement and the First, Second and Third Amendments as well as perform the additional services as further described in Attachment "A" to this Fourth 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 Fourth Amendment shall not exceed **TWO HUNDRED SEVEN THOUSAND DOLLARS AND 00/100 (\$207,000.00)**.
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

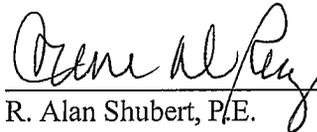
**CONSULTANT**  
Image Network, Inc. d/b/a/ Dover, Kohl &  
Partners

By: \_\_\_\_\_  
Victor Dover, Principal

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

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

CITY CLERK DEPT.  
2011 OCT -4 AM 9:46

**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

CITY CLERK DEPT.  
2011 OCT -4 AM 9:46

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

September 28, 2011

Mathew S. McElroy, AICP, CNU-A  
Deputy Director  
Planning and Economic Development  
City of El Paso, TX

**PROPOSAL FOR PUBLIC WORKSHOP AND DESIGN SERVICES FOR  
NORTHWEST PROPERTIES IN EL PASO, TEXAS**

The following scope of services outlines Dover, Kohl & Partners' approach for a public workshop, design services and SmartCode application for the Public Service Board (PSB) Northwest Properties along Transmountain Road with boundaries according to Appendix A: Project Boundaries. The plan and SmartCode application will be in keeping with the principles of Smart Growth, the City's existing comprehensive plan, and the Plan El Paso Comprehensive Plan update.

**Summary of Proposed Scope:**

The process will include an initial meeting with the City staff and the PSB board to gather and confirm information about the desired use of the property, potential development timelines, and design process. Dover, Kohl & Partners will then design multiple scenarios for the property based on information gathered at the initial meeting and the scenarios will be presented to the PSB and City staff. Next, DKP will engage the public and make edits to the scenarios in a three day public workshop. At the workshop, the advantages and disadvantages of each scenario shall be explained and participants will have the opportunity to comment and potentially vote on each scenario. Two preferred scenarios will be selected based on input from the public, PSB Board, and City staff. A final plan and SmartCode application for the property will be developed based on the selected scenario.

The design team will include Dover, Kohl & Partners (DKP), Town Planning; Hall Planning & Engineering, Transportation Planning; a landscape architect to be determined; and legal counsel to be determined. Victor Dover shall head the three day charrette and participate in two adoption meetings.

The summary below identifies the scope of the project, with total fees included.

## ARTICLE I

### Scope of Services

#### I. Scope of Services

##### Phase 1 – Scenario Development 2012

*November 2011– February*

*During Phase 1, Dover, Kohl & Partners will meet with the PSB and City staff to kick-off the project and develop up to four initial development scenarios.*

##### Task 1.1 – Project Kick-off Conference Call or Meeting

At the start of the project DKP will host a conference call (or meeting in coordination with other Plan El Paso return trips) with the City and PSB. The meeting will kick-off the project and include a discussion of design parameters and overall goals for the property. DKP will work with City and PSB to design the exact format and timing of the public workshop.

##### Task 1.2 – Base Maps

DKP will produce scaled base maps of the study area consisting of City owned and PSB controlled lands along Transmountain Road on the west side of the Franklin Mountains. Maps will utilize current GIS information and high resolution aerials.

##### Task 1.3 – Scenario Development

DKP will work from their home office to develop up to four initial development scenarios for the PSB lands. Scenarios may consist of a no build scenario and various levels of development based on the impact to arroyos and other natural features. The scenarios will be based on information gathered from City staff and the PSB during the kick-off meeting with reference to community preferences gathered during the Plan El Paso Comprehensive Plan process. At least two scenarios will be informed by the Northwest Master Plan.

##### Task 1.4 – Public Awareness Materials

DKP will work with the City to develop a public awareness process for a two day public workshop. DKP shall design flyers, mailers, and/or handouts as determined with the City to assist in the facilitation of public awareness.

##### Phase 2 – Public Workshop February 2012

*January 2012 –*

*During Phase 2, Dover, Kohl & Partners will conduct a three day public workshop on-site and working with the community, PSB, City Staff and stakeholders. The Public Workshop will consist of a Hands-on Work Session, open design studio, and technical meetings. Representatives from Hall Planning and Engineering (HPE) will be present during the public workshop to address transportation concerns and street sections. A landscape architect will be available to discuss local ecology and preservation practices.*

##### Task 2.1 – Public Workshop

The three day public workshop will take place in either February or March 2012. The workshop will be attended by Victor Dover, DKP Project Director, and urban designers/town planners. The details of the workshop will be finalized in coordination with the City and PSB but will likely include the following events:

**Task 2.1.1 – Meeting with PSB and City staff**

At the start of the Public Workshop, DKP will present the four initial development scenarios to the PSB and City staff and discuss public involvement.

**Task 2.1.2 – Hands-on Design Session**

DKP will conduct a public hands-on work session based on the four initial development scenarios. The session will begin with a presentation introducing the parameters used to develop the scenarios and goals of the planning effort.

Following the presentation, participants will gather in small groups to discuss the four initial development scenarios, provide their comments, and draw revisions on each of the scenarios. Ideas may be presented in written, plan, or sketch format. The advantages and disadvantages of the alternative plans will be discussed and a preferred option will be selected by the community. At the end of the hands-on session a representative from each table will present the ideas discussed as a group.

The four initial development scenarios, including explanations, will be posted to the Plan El Paso website for the community to continue to provide feedback.

**Task 2.1.3 – Open Design Studio**

DKP will set up a design studio, open to the public and preferably with easy access to the community. In the design studio the ideas generated during the hands-on work session and meeting with the PSB and City staff will be synthesized into two preferred scenarios for the site. Once created, the two preferred scenarios will be presented on the Plan El Paso website in order to solicit additional comments and feedback on the plan.

**Task 2.1.4 – Technical Meetings**

During the workshop, DKP will host additional technical meetings with City staff, transportation officials, and other agencies and stakeholders. These meetings will discuss the proposed plans and identify and resolve potential hindrances or conflicts with the development and implementation of the plan.

**Task 2.1.5 – Work-in-Progress Presentation**

The workshop will conclude with a work-in-progress presentation. The two preferred scenarios will be presented to the community for comment.

*During Phase 3, the one final development scenario will be picked from the two preferred development scenarios and DKP shall create a SmartCode application for the study area based on the final development scenario.*

#### Task 3.1 – Review and Revisions

The two preferred development scenarios will be presented to the PSB and City staff. Once DKP receives comments from the City and a selection of the one final development scenario, then the one final development scenario will be revised and resubmitted for approval.

#### Task 3.2 – SmartCode Application

A SmartCode application will be created based the one final development scenario. DKP will work with City staff to ensure compliance of the final development scenario with the City of El Paso SmartCode.

#### Task 3.3 – Adoption Meetings

DKP shall be available for up to three adoption meetings during the approval process of the SmartCode application for the PSB Northwest lands. DKP is available to report to the City Council at the 60-90 day and 90-120 day milestones.

**II. List of Final Work Products.** DKP shall produce specific graphic and written deliverables in conjunction with the professional services described in this Scope of Services.

- 1.) *Four Initial Development Scenarios*, conceptual plans of the PSB Northwest properties rendered in color and showing rights-of-way, natural areas, green spaces, and various other features of development at a scale to be determined.
- 2.) *Two Preferred Development Scenarios*, conceptual plans of the PSB Northwest properties rendered in color and showing rights-of-way, natural areas, green spaces, and various other features of development at a scale to be determined. A detailed assessment of the advantages and disadvantages of each scenario shall be prepared.
- 3.) *One Final Development Scenario*, a detailed plan of the Northwest properties rendered in color and showing rights-of-way, natural areas, green spaces, and various other features of development; at a scale to be determined. A detailed assessment of the advantages and disadvantages of the plan shall also be prepared as well as two renderings of the site.
- 4.) *Diagrams*, as needed, illustrating ideas or concepts such as the following:
  - (1) Pedestrian and vehicular networks;
  - (2) Network of open space;
  - (3) Transects or street types.
- 5.) *SmartCode Development Application*, a complete SmartCode application package for the final development scenario for the Northwest Properties in compliance with the adopted El Paso SmartCode.
- 6.) *Conservation Easement Plan* for land to be preserved as open space, including a conservation easement consisting of T1 along Transmountain Road. A conceptual plan for conservation shall be designed for the property.
- 7.) *Survey of Easement Lands and Recording of Easement Lands* for submission into the public record.

- 8.) *Comprehensive Plan Update*, All relevant text and images produced for the Northwest Properties will be checked for consistency with the in-progress Comprehensive Plan and included into the final Comprehensive Plan document, if deemed appropriate by City of El Paso Planning Division.

**Format of Deliverables.** DKP shall provide final work products to the City in the following format:

Graphic documents. Two (2) full size plots or prints of each drawing, at a scale and size to be determined. Digital scans of the drawings will be provided on a CD-ROM (2 copies). Upon request and at additional cost, DKP will also provide additional sets of high quality reproductions of the graphic documents in an appropriate printed format.

Written documents. One (1) reproducible and one (1) unbound copy of all written documents shall be printed on paper in an appropriate format. The documents shall also be digitally stored in an appropriate computer format, and will be provided on a CD-ROM (2 copies).

Additional Copies. The City may request additional copies of the above deliverables upon payment to DKP of the actual reproduction cost, plus a fee for additional services in accordance with Article II.

## ARTICLE II

## 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 for a flat profession fee in the amount of **\$207,000** 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 the 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 2011 hourly rates:

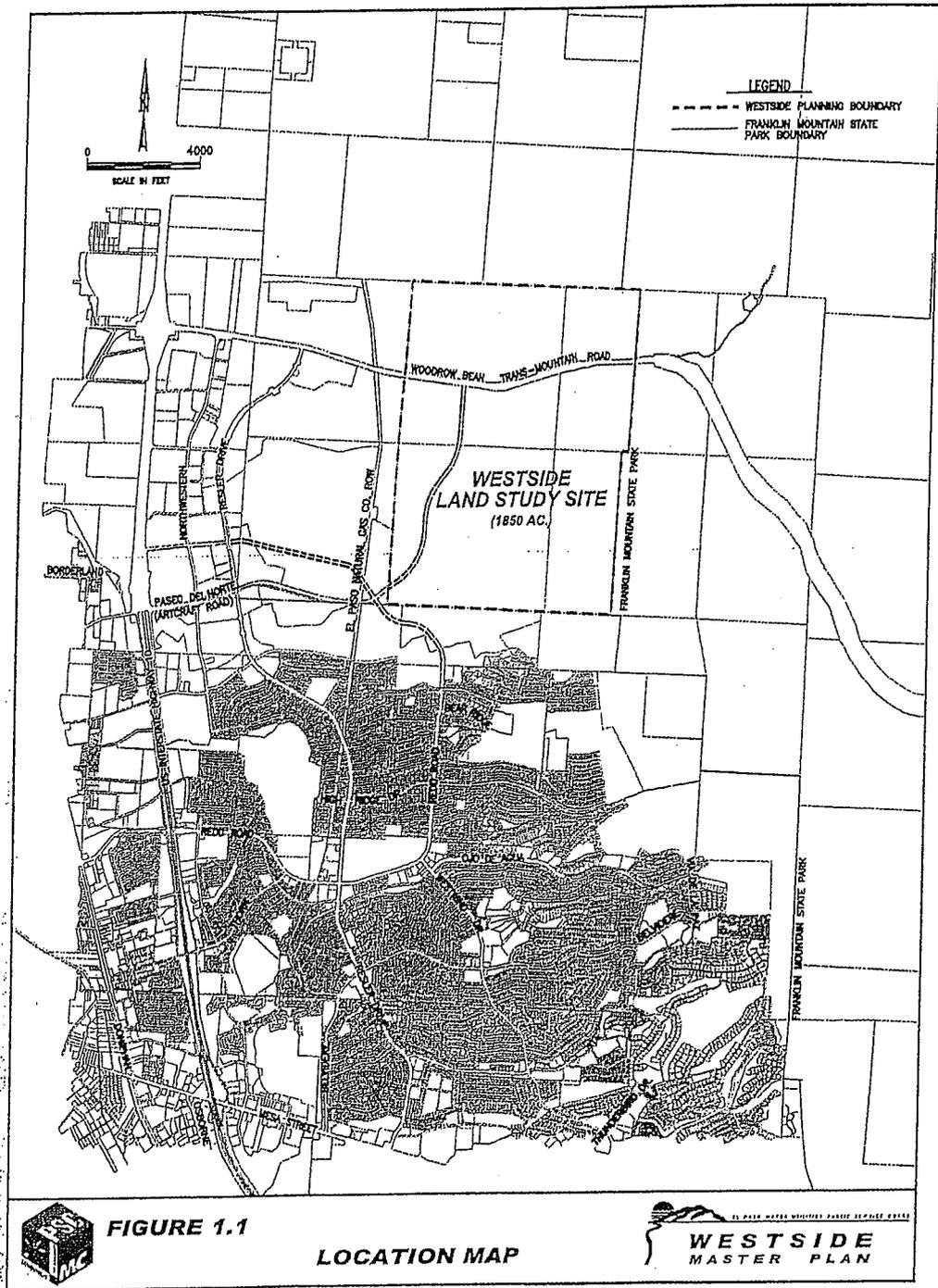
Principal Victor Dover	\$ 375
Principal Joseph Kohl	\$ 300
Project Director	\$ 150
Illustrators	\$140
Staff Planners, Staff Designers	\$ 90
Clerical Staff	\$ 45
Landscape Architect	\$ 150
Travel	\$ 35

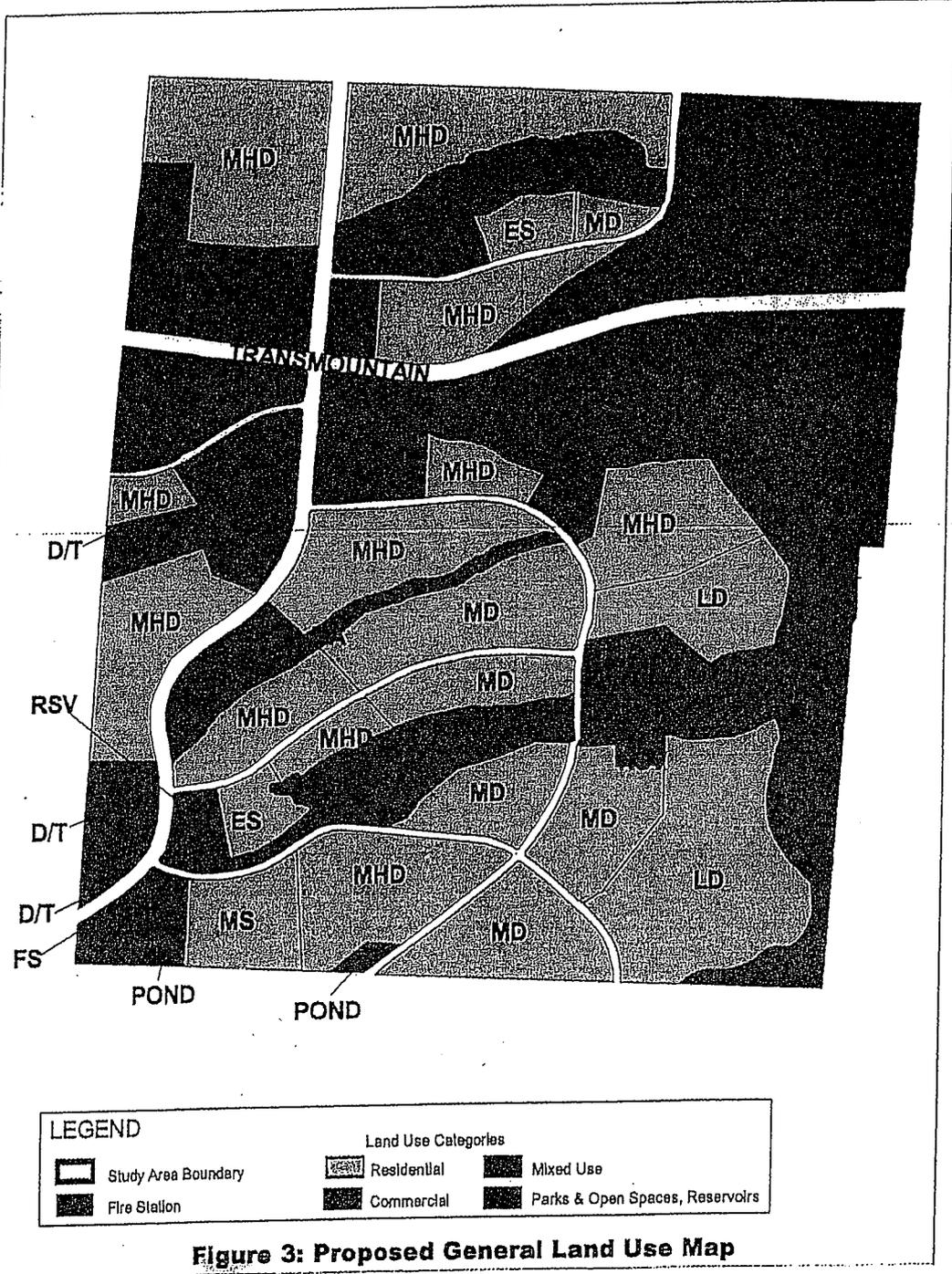
B. **Reimbursable expenses.** The professional fee includes reimbursable expenses in the flat fee. The City shall reimburse DKP for reasonable expenses arising in the performance of this Agreement or in the service of the City. A budget of **\$25,000** has been set aside within the fee as an approximation of reimbursable expenses for this project. DKP shall invoice such expenses either monthly or from time to time as they may be incurred. The Client shall be advised in advance of any extraordinary reimbursable expenses. Project expenses deemed within the reasonable discretion of DKP include the purchase of the following goods and services:

- (a) Reproduction graphics and reproduction expenses, such as printing, photocopying, photographing, photo-processing, filing, and computer storage supplies and materials;
- (b) Mailing, packaging, and shipping by couriers, overnight, express, priority, or other type of delivery service or the U.S. Postal Service;
- (c) Long-distance telephone, fax, and modem charges;
- (d) Travel expenses, such as transportation, food, and lodging.
- (e) Any other miscellaneous or out-of-pocket expenses reasonably contemplated by the scope of services for this Project.

C. **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.

APPENDIX A: Project Boundaries





**Figure 3: Proposed General Land Use Map**

"Revised to become consistent with open space designations in Figure 4 as per direction at May 24, 2005 City Council meeting".

16056

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

September 28, 2011

Mathew S. McElroy, AICP, CNU-A  
Deputy Director  
Planning and Economic Development  
City of El Paso, TX

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The summary below identifies the scope of the project, with total fees included.

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**January 2012 –**

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- 5.) *SmartCode Development Application*, a complete SmartCode application package for the final development scenario for the Northwest Properties in compliance with the adopted El Paso SmartCode.
- 6.) *Open Space Plan*: for land to be preserved as open space to include the option(s) of a conservation easement, land trust strategy, zoning, or other mechanism for the T1 land along Transmountain Road. A conceptual plan for conservation shall be designed for the property.

- 7.) *Survey of Easement Lands and Recording of Easement Lands* for submission into the public record.
- 8.) *Comprehensive Plan Update*, All relevant text and images produced for the Northwest Properties will be checked for consistency with the in-progress Comprehensive Plan and included into the final Comprehensive Plan document, if deemed appropriate by City of El Paso Planning Division.

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Principal Joseph Kohl	\$ 300
Project Director	\$ 150
Illustrators	\$140
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Clerical Staff	\$ 45
Landscape Architect	\$ 150
Travel	\$ 35

**B. Reimbursable expenses.** The professional fee includes reimbursable expenses in the flat fee. The City shall reimburse DKP for reasonable expenses arising in the performance of this Agreement or in the service of the City. A budget of **\$25,000** has been set aside within the fee as an approximation of reimbursable expenses for this project. DKP shall invoice such expenses either monthly or from time to time as they may be incurred. The Client shall be advised in advance of any extraordinary reimbursable expenses. Project expenses deemed within the reasonable discretion of DKP include the purchase of the following goods and services:

- (a) Reproduction graphics and reproduction expenses, such as printing, photocopying, photographing, photo-processing, filing, and computer storage supplies and materials;
- (b) Mailing, packaging, and shipping by couriers, overnight, express, priority, or other type of delivery service or the U.S. Postal Service;
- (c) Long-distance telephone, fax, and modem charges;
- (d) Travel expenses, such as transportation, food, and lodging.
- (e) Any other miscellaneous or out-of-pocket expenses reasonably contemplated by the scope of services for this Project.

**C. 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: \_\_\_\_\_

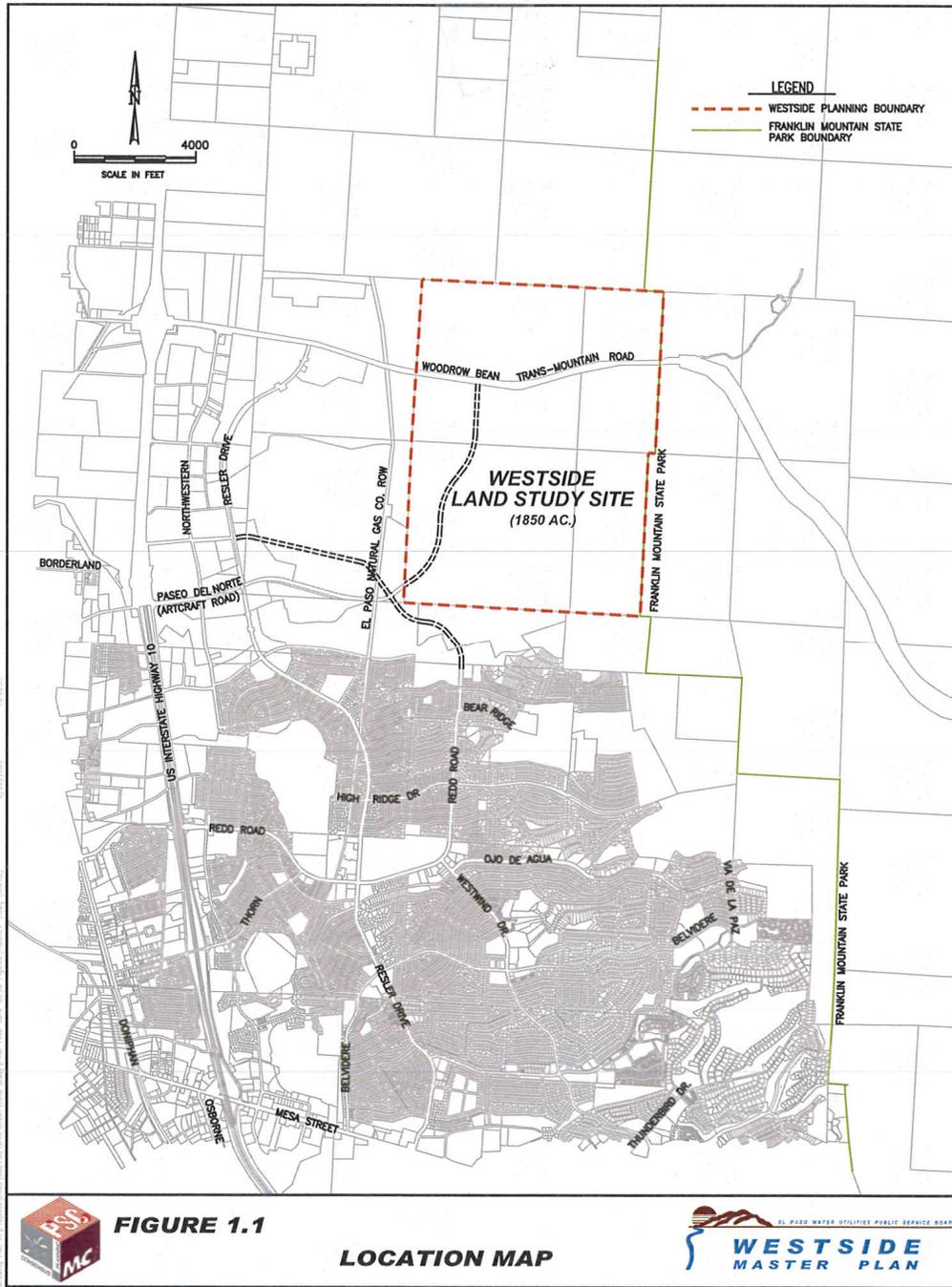
ATTEST:

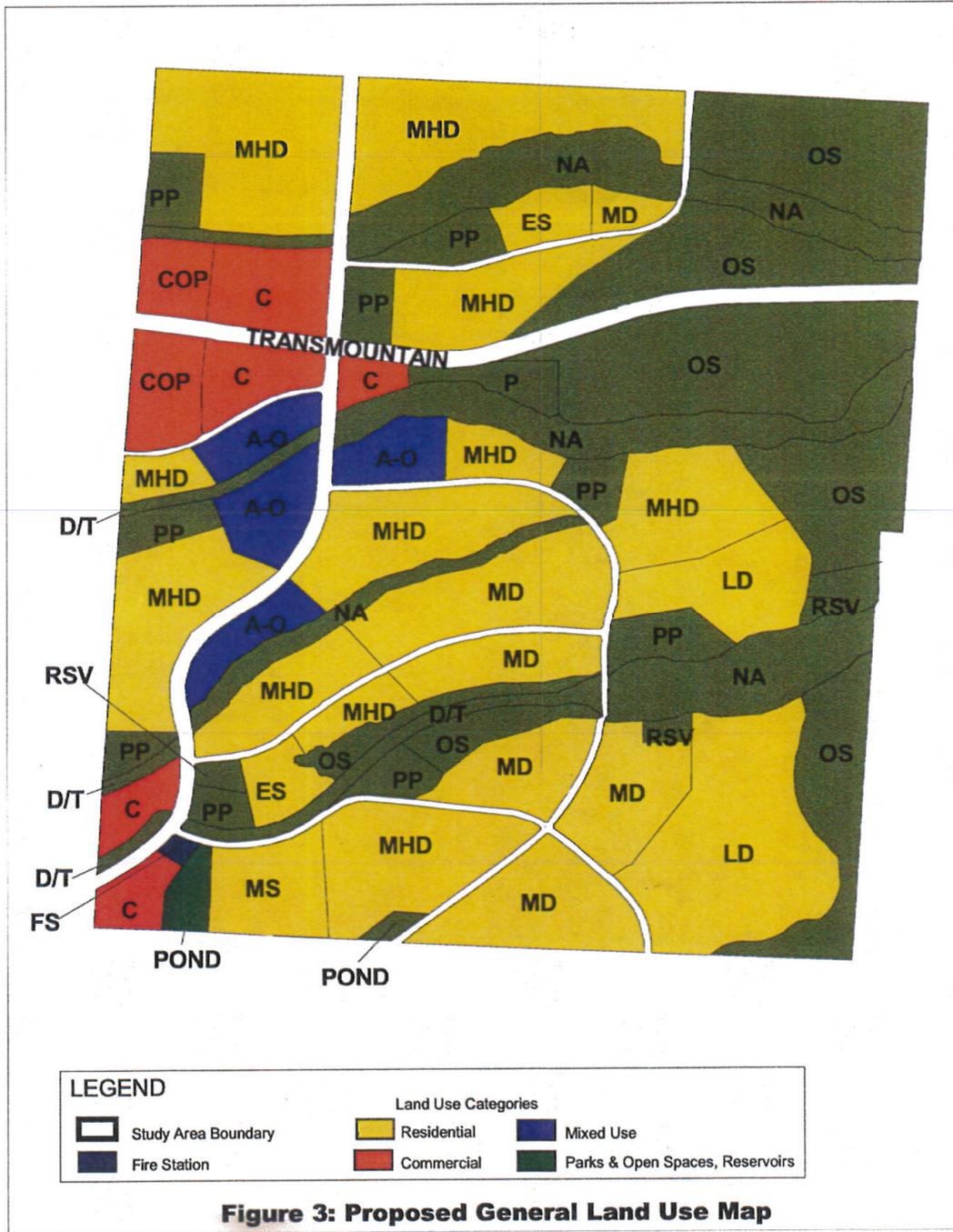
Joseph Kohl

Vice President/ Secretary

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

APPENDIX A: Project Boundaries





“Revised to become consistent with open space designations in Figure 4 as per direction at May 24, 2005 City Council meeting”.

16056