

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

**DEPARTMENT:** Engineering and Construction Management

**AGENDA DATE:** December 17, 2013

**CONTACT PERSON NAME AND PHONE NUMBER:** Irene D. Ramirez, P.E., Interim City Engineer, 541-4428

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and HKS, Inc., a Texas Corporation, for a project known as "Multipurpose Cultural & Performing Arts Facility, Cultural Center and Children's Museum" for an amount not to exceed Six Hundred Fourteen Thousand Nine Hundred Eighty Dollars and 00/100 (\$614,980.00); 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 Six Hundred Sixty Four Thousand Nine Hundred Eighty Dollars and 00/100 (\$664,980.00); 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.

**BACKGROUND / DISCUSSION:**

Part of the three year rollout for Quality of Life projects approved by City Council on February 3, 2013, included initiating planning activities for the Cultural Center, Children's Museum and Multipurpose Cultural and Performing Arts Facility. This contract provides for hiring an urban planning firm to facilitate a community-wide, bilingual dialogue and gather input on these projects. The firm will engage the community in an extensive public input process, develop business plans for the facilities, identify programming options, evaluate appropriate venue sizes and amenities, evaluate and recommend siting options that provide connectivity and serve as a catalyst for revitalization and economic growth in the community. The consultant team is comprised of nationally recognized planning firms and local sub consultants that will lead the outreach effort.

**PRIOR COUNCIL ACTION:**

n/a

**AMOUNT AND SOURCE OF FUNDING:**

\$614,980.00 2012 Quality of Life Bonds

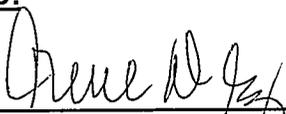
**BOARD / COMMISSION ACTION:**

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 an Agreement for Professional Services by and between the City of El Paso and HKS, Inc., a Texas Corporation, for a project known as "Multipurpose Cultural & Performing Arts Facility, Cultural Center and Children's Museum" for an amount not to exceed Six Hundred Fourteen Thousand Nine Hundred Eighty Dollars and 00/100 (\$614,980.00); 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 Six Hundred Sixty Four Thousand Nine Hundred Eighty Dollars and 00/100 (\$664,980.00); 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.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser,  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

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

\_\_\_\_\_  
Irene D. Ramirez, P.E.  
Interim City Engineer

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

AN AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2013 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 HKS, INC. a Texas Corporation, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as "MULTIPURPOSE CULTURAL & PERFORMING ARTS FACILITY, CULTURAL CENTER AND CHILDREN'S MUSEUM", 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 and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
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". Such Scope of Services shall be completed in accordance with the identified phases described in Attachments "A" and "D".

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 the Design Phase of 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 construction 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 **SIX HUNDRED FOURTEEN THOUSAND NINE HUNDRED EIGHTY AND 00/100 DOLLARS (\$614,980.00)** 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"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachments "A" and "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 PROJECT CONSTRUCTION BUDGET.** The Consultant acknowledges that the construction budgets for this Project allocate **ONE HUNDRED TWENTY NINE MILLION AND 00/100 DOLLARS (\$129,000,000.00)** for the award of a construction contract for the Multipurpose Cultural & Performing Arts Facility and **FOUR MILLION ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$4,150,000.00)** for the award of a construction contract for the Cultural Center and **THIRTEEN MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$13,900,000.00)** for the award of a construction for the Children's Museum.

**3.5 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 in this Agreement shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A", "C" and "D"**.

**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 have **seven (7) calendar days** from date of award to obtain sufficient insurance 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 to cover the errors and omissions of the Consultant, its principals, officers, 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, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and all court, arbitration, or other dispute resolution costs) recoverable and awarded under applicable law, 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.

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.

**6.1.2 DBE GOOD FAITH EFFORTS.** The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of 0.00% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

**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 **Attachments "A" and "D"**. 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 **Attachments "A" and "D"**.

**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.

**7.5 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.6 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.7 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.8 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.9 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.10 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
---------------	--

With a Copy to: The City of El Paso  
Attn: City Engineer  
P. O. Box 1890  
El Paso, Texas 79950-1890

To the Consultant: HKS, Inc.  
Attn: Ralph Hawkins, FAIA, FACHA  
350 N. Saint Paul St., Suite 100  
Dallas, TX 75201-4240

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.11 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

**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:  
HKS, INC.**

\_\_\_\_\_  
By: Ralph Hawkins, FAIA, FACHA  
Title: President and CEO

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Irene D. Ramirez, P.E.  
Interim City Engineer

**ACKNOWLEDGEMENTS**

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013,  
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 \_\_\_\_\_ §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013,  
by **Ralph Hawkins**, as **President and CEO** of **HKS, Inc.**

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

**My commission expires:**

\_\_\_\_\_



BRYAN TRUBEY, AIA  
PRINCIPAL

November 12, 2013

Irene D. Ramirez, P.E.  
Assistant City Engineer  
Tillman Building  
222 S. Campbell  
El Paso, Texas 79901

Re: City of El Paso  
Urban Planning Services for Multipurpose Cultural & Performing Arts Facility,  
Hispanic Cultural Center & Children's Museum

Dear Ms. Ramirez:

The Design Team of HKS, Inc ("HKS") and its consultants will provide professional design services as described in this proposal for development of a master plan for determining potential locations for the Multipurpose Cultural & Performing Arts Facility, Hispanic Cultural Center & Children's Museum in downtown El Paso, Texas (the "Project"). This proposal shall serve as the basis for negotiations and development of an Agreement for Professional Services for Urban Planning between the City of El Paso and HKS, Inc. An Agreement for Professional Services for Urban Planning will not preclude HKS, Inc. from competing for the design of the Multipurpose Cultural & Performing Arts Facility, Hispanic Cultural Center or Children's Museum.

In order to accomplish the proposed scope of services we have assembled a team of professionals to best serve the City's needs. **HKS** will serve as the lead firm directing all services provided by the design team and will provide urban design, branding, programming, market analysis and financial feasibility study for the Arena and conceptual architectural services for the entire project. **Alvidrez Architects** will serve as our local architect and have an integral role throughout the project. **AMS** will provide programming, market analysis and financial feasibility study for the Hispanic Cultural Center & Children's Museum. **Walter P. Moore** will provide Traffic and Engineering services. **CCI Partners** will provide financial and marketing services to support our master plan. Public Outreach will be split between two firms; **Positive Directions** will facilitate the process and **Sanders Wingo** will support the public communications effort.

#### Scope of Services

The Design Team and its' consultants will provide services as described in this proposal for development of a master plan for determining potential locations of the Multipurpose Cultural & Performing Arts Facility, Hispanic Cultural Center & Children's Museum in downtown El Paso. This proposal shall serve as the basis for negotiations and development of an Agreement for Professional Services for Urban Planning between the City of El Paso and HKS, Inc. An Agreement for Professional Services for Urban Planning will not preclude HKS, Inc. from competing for the design of the Multipurpose Cultural & Performing Arts Facility, Hispanic Cultural Center or Children's Museum.

We will organize the work in a three-step process; Initiation & Analysis, Options and Final Plan & Report. Public Outreach will run continuously throughout the project timeline. We understand the purpose of the work is to select the site(s) for the three key initiatives and incorporate those into a larger downtown vision. It is anticipated that ancillary development, open space, branding and infrastructure recommendations will be part of the overall vision.

The scope of the professional services provided by the Design Team will be as follows:

**1.0 Project Initiation & Analysis:**

The first task is designed to simply organize the design and client team. The Design Team will meet with key City of El Paso representatives and their suggested stakeholders in an initial concept planning meeting in El Paso to establish the organizational framework, team responsibilities and determine what data is available and will be transferred to the Design Team. The Design Team will gather all pertinent data and interpret the information as part of our process in order to understand the economic, political and physical conditions that will be factors as we determine the design principles that will guide the next step of our work.

- 1.1 Kick Off Meeting;
- 1.2 Data transfer to consultant team;
- 1.3 Identify Client and Stakeholders for each venue;
- 1.4 Tour the site;
- 1.5 Review previous studies and initiatives;
- 1.6 Analysis of economic conditions;
- 1.7 Analysis of building program requirements;
- 1.8 Precedents and Case Studies for each venue;
- 1.9 Design Principles;
- 1.10 Multipurpose Cultural & Performing Arts Facility Market Study - determination of size, scope and proper location.

Deliverables: Analysis draft report consisting of slide show presentation and written summary of design principles, key discoveries and criteria for site selection and study models, market study for Multipurpose Cultural & Performing Arts Facility.

**2.0 Options**

The design principles, agreed to in the earlier phase, can take many forms. During this phase of work we will explore a variety of ideas at many scales, particularly regarding potential new sites for the three key projects. The ideas are discussed and evaluated as to how best the design principles are met. The most promising are further developed with more scrutiny and detail. We continue to develop ideas with sketches, study models, more precise computer drawings including 3-D and sketch perspectives to illustrate how character and scale contribute to the plan. The preferred ideas are merged and give physical form to the vision outlined by the design principles. This concept plan, where all of the plan elements are set, is ready to undergo engineering, cost analysis, architectural and landscape development.

- 2.1 Initial site considerations;
- 2.2 Finalize Venue Programs;
- 2.3 Feasibility of Hispanic Cultural Center & Children's Museum Operations – preliminary business plans (financial business plan for the Multipurpose Cultural & Performing Arts Facility not included);
- 2.4 District Development Program – Define potential sites & define needs necessary to support district;
- 2.5 Open Space Options;
- 2.6 Accessibility, Traffic and Transit Review;
- 2.7 Internal Review of Options;
- 2.8 Preferred Options Selected;
- 2.9 Economic Alternatives.

Deliverables: Options draft report consisting of slide show presentation and written summary of options, criteria and the rationale for the selected option(s). Refined study models and conceptual vignettes will be developed.

### **3.0 Final Plan**

With the three key sites now agreed upon, the final plan can be drawn up and undergo the rigorous coordination and refinement of ideas that become the basis for implementing the plan. Traffic and engineering criteria are drawn up, architectural and landscape palettes are coordinated, how the project will be phased is decided, an outline of zoning and guideline documents are developed, final renderings and models are reviewed and produced, an implementation plan is devised that becomes a "road map" of needed approvals and next steps. In a final report, the rationale for the plan is documented, the impact of the plan is documented, and the character and special qualities of the resulting plan are emphasized. The Branding of the new Vision Plan is started and an outline of a future strategy is completed.

- 3.1 District Development Framework Plan;
- 3.2 Open Space Framework;
- 3.3 Infrastructure framework;
- 3.4 Final Feasibility and Programming;
- 3.5 Concept Streetscape Plans;
- 3.6 Economic Strategy;
- 3.7 Branding Strategy.

Deliverables: Draft outline for final report and final slide show presentation, study models and draft renderings will be produced.

### **4.0 Report**

The final report document will combine the Vision Plan, Branding Strategy, Marketing and Economic Approach and Engineering into one source. The final report will be supplemented by an appendix that will contain backup notes and work product that the vision has been based on.

- 4.1 Draft submitted;
- 4.2 Client review;
- 4.3 Final Report.

Deliverables: In addition to the final report itself will be final model of the Vision Plan and four renderings of key vistas to best explain the overall vision and the three key building initiatives.

### **5.0 Outreach**

Our Outreach effort will focus on three milestones; First is a Community Forum during our Analysis to facilitate public discourse about key issues that should be incorporated into the Vision, Second is a Community Workshop during our Options to have an interactive session where key stakeholders can participate in the design process, and Third is a Community Report at the end of our Final Plan work to illustrate how the community dialogue has been incorporated into the Vision Plan. Crisis Management is not included in this scope of services and if required will be an additional service.

- 5.1 Public Forums;
- 5.2 Public Workshop;
- 5.3 Public Presentation;
- 5.4 Stake holder interviews.

In order for the Design Team to commence services, we request the following documents be provided before the services begin:

- Any previous planning studies developed for downtown El Paso;
- Any studies related to the three venues that were prepared for the Quality of Life vote initiative, including feasibility and market studies;
- Current infrastructure maps for downtown El Paso study areas.

### **Project Schedule**

Upon receipt of the signed Agreement for Professional Services the Design Team will begin services within seven (7) calendar days and will complete services in approximately twenty one (21) weeks: five (5) weeks for initial MC&PAF market study, approximately four (4) weeks for Project Initiation & Analysis, approximately five (5) weeks for Options development, approximately four (4) four weeks for the Final Plan and three (3) weeks to produce the Report.

During this schedule we anticipate a "kick-off" meeting between the Design Team, City Officials and Project Stakeholders. The next work session meeting with this group will be held approximately four weeks later and thereafter there will be bi-weekly meetings throughout the remainder of the project. It is anticipated there will be nine (9) of these work session meetings and that all meetings will be held in El Paso.

Along the way we propose additional key milestone meetings including public outreach workshops, reviews with the City and public, and a Final Report to the City and the public. This proposal includes a maximum of four (4) such meetings. Any additional meetings for these purposes shall be considered an additional service. In order to minimize travel, these meetings shall be coordinated to occur on days adjacent to the work sessions meetings as proposed above.

In the event the schedule is extended due to causes not within the control of the Design Team, our compensation will be equitably adjusted to account for the additional time in accordance with the Design Team's then current hourly rate schedule.

### **Compensation for Services**

Compensation shall be paid to HKS for the services provided by the Design Team shall be Five Hundred Ninety Eight Thousand Two Hundred Eighty Dollars (\$598,280.00) plus Sixteen Thousand Seven Hundred Dollars (\$16,700.00) for bilingual documentation services. Team member's compensation shall be as follows:

HKS	\$ 266,280.00
Alvidrez Architects	\$ 58,000.00
Positive Directions	\$ 15,000.00
Sanders Wingo	\$ 60,000.00
CCI	\$ 50,000.00
Walter P Moore	\$ 35,000.00
AMS	\$ 50,000.00
<hr/>	
Sub-Total	\$ 534,280.00
Reimbursable Expenses	\$ 64,000.00
<hr/>	
Sub-Total Compensation	\$ 598,280.00
Bilingual Presentations Documentation	\$ 6,900.00 (approx. \$1,750.00/presentation)
Bilingual Final Deliverable Documentation	\$ 9,800.00

Irene D. Ramirez, P.E.  
Assistant City Engineer  
November 12, 2013  
Page 5

Total \$ 614,980.00

HKS will invoice the City of El Paso for services and reimbursable expenses on a monthly basis, with payment due upon receipt of invoice. Invoices for which payment are more than thirty days past due will accrue interest at the rate set forth in Texas Government Code Chapter 2251.

**Reimbursable Expenses**

HKS shall be reimbursed for out-of-pocket expenses such as travel, reproduction, color printing and mounting, long distance phone calls, courier service, postage, photography, etc. relative to this work provided by the Design Team. The reimbursable expenses are estimated to be Sixty Four Thousand Dollars (\$64,000.00). If the Client does not require copies of back-up receipts for these expenses then they will be billed with no mark-up. If the Client requires back-up the expenses will be billed at one and one-tenth times the actual cost.

**Termination**

Should the "Client" abandon the project at any time or elect to terminate our services, HKS shall be paid for services performed and reimbursable expenses incurred up to the date of our receipt of your written notice of termination. As well, the Design Team reserves the right to stop work if compensation is not received within 30 days of issuance of our invoice.

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Phone: 512.305.9000, has jurisdiction over complaints regarding individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a.

With you, we look forward to creating an exciting vision for downtown El Paso in a plan that will capitalize on the cultural resources the City is so determined to bring to bear.

Best Regards,



Bryan Trubey, AIA

cc: Mr. Jerry Fawcett  
Mr. Randy Morton  
Mr. Fred Ortiz  
Mr. Sims Hinds

<b>City of El Paso</b>			
<b>City Engineering + Construction Management</b>			
Fee/Price Proposal Breakdown for Professional Services			
Project Name	Urban Planning Services for Multipurpose Cultural & Performing Arts Facility, Hispanic Cultural Center & Children's Museum		
Name of Firm/Subconsultant	HKS Inc		
Date Proposal Submitted	11.12.2013		
Project Senior Principal	Bryan Trubey		

Team Member	Senior Principal		Principal		Project Manager		Senior Urban Designer		Senior Architect		Totals	
Scope of Work	Hours	\$288.00	Hours	\$231.00	Hours	\$196.00	Hours	\$228.00	Hours	\$193.00	Hours	Cost
<b>Task to be performed:</b>												
1.0 Project Initiation & Analysis												
1.1 Kick Off Meeting												
1.2 Data Transfer to Consultant Team												\$0.00
1.3 Identify Client and Stakeholders for each venue												\$0.00
1.4 Tour Site											0.00	\$0.00
1.5 Review Previous Studies + Initiatives											0.00	\$0.00
1.6 Analysis of Economic Conditions											0.00	\$0.00
1.7 Analysis of Venue Requirements											0.00	\$0.00
1.8 Precedents and Case Studies											0.00	\$0.00
1.9 Design Principles											0.00	\$0.00
<b>SUBTOTALS</b>	48.00	\$13,824.00	50.00	\$11,550.00	68.00	\$13,328.00	56.00	\$12,768.00	54.00	\$10,422.00	276.00	\$61,892.00
2.0 Options												
2.1 Initiate Site Considerations											0.00	\$0.00
2.2 Finalize Venue Programs											0.00	\$0.00
2.3 Feasibility of Buildings+Operations											0.00	\$0.00
2.4 District Development Program											0.00	\$0.00
2.5 Open Space Options											0.00	\$0.00
2.6 Traffic and Transit Review											0.00	\$0.00
2.7 Internal Review of Options											0.00	\$0.00
2.8 Preferred Options Selected											0.00	\$0.00
2.9 Economic Alternatives											0.00	\$0.00
<b>SUBTOTALS</b>	53.00	\$15,264.00	50.00	\$11,550.00	68.00	\$13,328.00	67.00	\$15,276.00	55.00	\$10,615.00	293.00	\$66,033.00
3.0 Final Plan												
3.1 District Framework Plan											0.00	\$0.00
3.2 Open Space Framework											0.00	\$0.00
3.3 Infrastructure Framework											0.00	\$0.00
3.4 Final Feasibility and Programming											0.00	\$0.00
3.5 Concept Streetscape Plans											0.00	\$0.00
3.6 Economic Strategy											0.00	\$0.00
3.7 Branding Strategy											0.00	\$0.00
<b>SUBTOTALS</b>	60.00	\$14,400.00	55.00	\$12,705.00	68.00	\$13,328.00	70.00	\$15,960.00	70.00	\$13,510.00	313.00	\$69,903.00
4.0 Report												
4.1 Draft Submitted											0.00	\$0.00
4.2 Client Review											0.00	\$0.00
4.3 Final Report											0.00	\$0.00
<b>SUBTOTALS</b>	25.00	\$7,200.00	30.00	\$6,930.00	40.00	\$7,840.00	42.00	\$9,576.00	33.00	\$6,369.00	170.00	\$37,915.00
5.0 Outreach												
5.1 Public Forums											0.00	\$0.00
5.2 Public Workshop											0.00	\$0.00
5.3 Public Presentation											0.00	\$0.00
5.4 Stakeholder Interviews											0.00	\$0.00
<b>SUBTOTALS</b>	36.00	\$10,368.00	27.00	\$6,237.00	36.00	\$7,056.00	20.00	\$4,560.00	12.00	\$2,316.00	131.00	\$30,537.00
<b>SUBTOTALS</b>	212.00	\$61,056.00	212.00	\$48,972.00	280.00	\$54,880.00	255.00	\$58,140.00	224.00	\$43,232.00	1183.00	\$266,280.00

<b>TOTAL HKS LABOR</b>	<b>\$266,280.00</b>
<b>SUBCONSULTANTS:</b>	
Alvarez Architects	\$58,000.00
AMS	\$50,000.00
Walter P Moore	\$35,000.00
CCI Partners	\$50,000.00
Positive Directions	\$15,000.00
Sanders Wingo	\$60,000.00
<b>TOTAL SUBCONSULTANTS</b>	<b>\$268,000.00</b>
<b>SUBTOTAL : (HKS+Subconsultants)</b>	<b>\$534,280.00</b>
<b>DIRECT REIMBURSABLE COSTS :</b>	<b>\$64,000.00</b>
Bilingual Presentations Documentation	\$6,900.00
Bilingual Final Deliverable Documentation	\$9,800.00
<b>TOTAL LUMP SUM FEE</b>	<b>\$614,980.00</b>

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

For the Project known as "**MULTIPURPOSE CULTURAL & PERFORMING ARTS FACILITY, CULTURAL CENTER AND CHILDREN'S MUSEUM,**" 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 design 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**

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services.

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

- c. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
- d. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

**ADDITIONAL SERVICES OF THE CONSULTANT**

**GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services 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.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. 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.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. 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.

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

5. 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.

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

For the Project known as "MULTIPURPOSE CULTURAL & PERFORMING ARTS FACILITY, CULTURAL CENTER AND CHILDREN'S MUSEUM", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **SIX HUNDRED FOURTEEN THOUSAND NINE HUNDRED EIGHTY AND 00/100 DOLLARS (\$614,980.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

**PAYMENT SCHEDULE**

Consultant shall submit monthly invoices to the Owner for professional services rendered and reimbursable expenses incurred to date. Payment shall be made by Owner on a monthly basis following presentation of Consultant's detailed Invoice and accompanying Summary and Progress Report and Owner's written approval. Amounts unpaid after thirty (30) days from receipt of the invoice shall bear interest at the rate set forth in Texas Government Code Chapter 2251.

**DELIVERABLE SCHEDULE**

The services called for in this Agreement shall be completed within **approximately twenty one (21) weeks** following written authorization from the Owner for the Consultant to proceed, as detailed within **Attachment "A"** and summarized below.

**INITIAL MULTIPURPOSE CULTURAL & PERFORMING ARTS FACILITY (MC&PAF) MARKET STUDY PHASE**

The services call for in the Initial MC&PAF market study phase of this Agreement shall be completed in **ten (10) weeks**.

**PROJECT INITIATION & ANALYSIS PHASE**

The services called for in the Project Initiation & Analysis phase of this Agreement shall be completed in approximately **four (4) weeks and five (5) hard copies and one (1) electronic file** of an analysis draft report consisting of slide show presentation and written summary of design principles, key discoveries and criteria for site selection and study models, market study for Multipurpose Cultural & Performing Arts Facility shall be provided.

**OPTIONS AND FINAL PLAN PHASE**

The services called for in the Options and Final Plan Phase of this Agreement shall be completed in approximately **five (5) weeks and five (5) hard copies and one (1) electronic file** of an options draft report consisting of slide show presentation and written summary of options, criteria and the rationale for the selected options(s) shall be provided.

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

**FINAL PLAN PHASE**

The services called for in the Final Plan Phase of this Agreement shall be completed in approximately **four (4) weeks** and **five (5) hard copies** and **one (1) electronic file** of a draft outline for final report and final slide show presentation, study models and draft renderings shall be produced and provided.

**REPORT PHASE**

The services called for in the Report Phase of this Agreement shall be completed in approximately **three (3) weeks** and **five (5) hard copies** and **one (1) electronic file** of a final report as well as a final model of the vision plan and four renderings of key vistas to best explain the overall vision and the three key building initiatives shall be provided.



## A/E SELECTION SUMMARY

**Project Name:** Urban Planning Services for Multipurpose Cultural & Performing Arts Facility, Hispanic Cultural Center & Children's Museum

### SHORTLIST

**RFQ Notification Date:** Thursday, June 13, 2013      **RFQ Due Date:** 2:00P, Monday, August 19, 2013

#### Selection Committee

#### A/E Firms that Submitted RFQ package

Irene Ramirez, Interim City Engineer	Dover, Kohl & Partners	1	
Sean McGlynn, Director for Museums and Cultural Affairs	Huitt-Zollars + Morris	2	
Brian Crowe, Assistant General Manager, El Paso Convention and Visitors Bureau	HKS Inc.	3	
Marty Howell, Chief Sustainability Officer	HOK	3	
Mathew McElroy, Director for City Development / Planning	OTAK - GA	5	
Fred Lopez, Transportation Planning Administrator	David M. Schwartz Architects	6	
<b>Date of Final Ranking:</b>	Thursday, August 29, 2013		
<b>Date Finalists Notified:</b>	Thursday, August 29, 2013		

### FINAL SELECTION

#### Presentation Committee

#### Finalists - Presentation: September 9, 2013

Irene Ramirez, Interim City Engineer	HKS Inc.	1	
Sean McGlynn, Director for Museums and Cultural Affairs	Dover, Kohl & Partners	2	
Brian Crowe, Assistant General Manager, El Paso Convention and Visitors Bureau	HOK	3	
Marty Howell, Chief Sustainability Officer	Huitt-Zollars + Morris	4	
Mathew McElroy, Director for City Development / Planning			
Fred Lopez, Transportation Planning Administrator	<b>Consultant nominated for award: HKS Inc.</b>		
Doug Thorton, Executive Vice President, SMG	<b>Date notified:</b>	Thursday, September 12, 2013	
	<b>Scoping Meeting:</b>	Wednesday, October 02, 2013	
	<b>Final Fee Proposal:</b>	Tuesday, November 12, 2013	
	<b>City Council Agenda Date:</b>	Tuesday, December 17, 2013	



2012 Quality of Life Bond  
**BUILDING TOMORROW**  
*Together*

***Urban Planning Services for***  
**Hispanic Cultural Center, Children's Museum &**  
**Multipurpose Cultural & Performing Arts Facility**



# Background

*On November 6, 2012 voters authorized:*

## MUSEUM, CULTURAL, PERFORMING ARTS & LIBRARY FACILITIES

- Ballot question *passed with 71% approval margin*
- Question amount: \$228,250,000 in General Obligation Bonds
- Includes new Hispanic Cultural Center, Children's Museum and Multipurpose Cultural & Performing Arts Facility



## Background

On February 5, 2013, Council approved a 3-year rollout plan that included planning activities for the following three signature projects:

- Hispanic Cultural Center
- Children's Museum
- Multipurpose Cultural & Performing Arts Facility

Total combined budgets of these three projects= **\$205,000,000**

- Represents 90% of the bond question
- Represents 43% of the overall bond program



# Planning Process Overview

- Recommended contract allows the City to commence a formal community process

## **The proposed process will:**

- Allow for community-wide, bilingual dialogue and input about these projects
- Gather data and provide recommendations for informed decision-making

## **The proposed process will *not*:**

- Alter or speed up start dates on these projects
- Provide design or architectural drawings (subsequent phase)



## Intent

- Elevate the City's competitive position: *create signature assets and amenities*
- Ensure a transparent and meaningful community engagement
- Develop a strategic investment, sizing and siting plan that extends over the 10 to 12 year life cycle of the bond: *initiated by the Children's Museum and Hispanic Cultural Center*
- Reduced overall planning costs instead of making each project do that work individually
- Maximize private investment opportunities



## Key planning process objectives:

- Extensive community input
- Develop business and feasibility plans for each facility
- Identify programming, amenity options and revenue generators
- Provide siting recommendations
- Recommend Public/Private sector partnership opportunities



# Consultant Selection Summary

Funding Source: *2012 Quality of Life Bond Issue*

- This is a professional services agreement and the selection process was qualifications based
- Six firms submitted a Statement of Qualifications
  - Four selected for interviews
- Process briefings provided to Bond Overview Advisory Committee and Museum & Cultural Affairs Advisory Board

Recommendation:

- The selection committee nominates **HKS, Inc.** as the most qualified consultant
- Award amount: **\$614,980** (*Represents approximately 0.3% of relative bond question*)
- Timeframe: **6 months**



## HKS, Inc.

- Nominated for award by Selection Committee based on demonstrated qualifications to include:
  - Project experience (prime & team members)
  - Focus on arts and culture business planning
  - Financial feasibility approach
  - Understanding of the impact/role of local context and integrated use of local subcontractors
- Past projects include:
  - Miami Cultural District Master Plan, Hudson Yards Master Plan and Downtown Amarillo Master Plan



# HKS Project Team:

HKS (Prime)
Alvidrez Architects (local architects)
AMS (museum programming/feasibility studies)
Walter P. Moore (traffic/engineering consultant with El Paso Office )
CCI Partners (financial/marketing services)
Positive Directions (local outreach facilitation)
Sanders Wingo (local outreach communication)



# QUESTIONS?



2012 Quality of Life Bond  
BUILDING TOMORROW/  
*Together*