

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

**DEPARTMENT:** Capital Improvement Department

**AGENDA DATE:** April 5, 2016

**CONTACT PERSON NAME AND PHONE NUMBER:**

Monica Lombraña, A.A.E, Director of Capital Improvement 212-1831  
Steve Marshall, Zoo Director 212-2800

**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

That the City Manager be authorized to sign an Professional Services Agreement by and between the CITY OF EL PASO and PGAV Destinations, Inc., a Missouri Corporation, to provide consulting services for a project known as "EL PASO ZOO ASIA GATEWAY PROJECT", for an amount not to exceed ONE HUNDRED ELEVEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$111,200.00); 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. Funding Source: 2012 Quality of Life Bonds.

**BACKGROUND / DISCUSSION:**

This is a 2012 Quality of Life project at the Zoo. PGAV Destinations, Inc. will design and develop an updated circulation route to usher guests past a new themed landscape to the north of the existing Asian Discovery Center, which will serve as the "gateway entrance" into the Asia area of the zoo. This area will house a new carousel and shade structure which will be procured directly by the El Paso Zoo Society. In addition to this primary area of work, peripheral work will include improvements to the adjacent landscaping, closure of the current public pathway and transform the current Service Area into a public pedestrian pathway.

**PRIOR COUNCIL ACTION:**

August 14, 2012 – approved bond election be held  
February 5, 2013 – approved 3 year roll out  
January 25, 2016 – 8 year Quality of Life Plan

**AMOUNT AND SOURCE OF FUNDING:**

\$111,200.00: 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 PECKHAM GUYTON ALBERS & VIETS, INC., a Missouri company, for a project known as "EL PASO ZOO ASIA GATEWAY", for an amount not to exceed One Hundred Eleven Thousand and 00/100 Dollars (\$111,200.00); and that the City Manager be authorized to approve up to \$50,000.00 in additional services, for a total contract amount not to exceed One Hundred Sixty One Thousand Two Hundred and 00/100 Dollars (\$161,200.00); 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 \_\_\_\_\_ 2016.

CITY OF EL PASO:

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sol M. Cortez  
Assistant City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Monica Lombraña, A.A. E., Director  
Capital Improvement Department

THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO    )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 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 **PECKHAM GUYTON ALBERS & VIETS, INC.,,** a Missouri Corporation, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for a project known as “**EL PASO ZOO ASIA GATEWAY**” 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 **Attachment “D”**.

**2.2** In completion of such phases, the Consultant shall comply with the City of El Paso Capital Improvement 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 Capital Improvement 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 Director of the Capital Improvement Department 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 Capital Improvement Department Director 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. The Capital Improvement Department Director 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 **ONE HUNDRED ELEVEN THOUSAND TWO HUNDRED DOLLARS AND 00/100 DOLLARS (\$111,200.00)** 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 **Attachment "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 Manager, 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 budget for this Project allocates **SIX HUNDRED THOUSAND DOLLARS AND 00/100 DOLLARS (\$600,000.00)** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**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 by each phase shall begin upon the issuance of a Notice to Proceed from the Capital Improvement Department Director. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "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**
  - \$1,000,000 Per Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal And Advertising Injury
  
  - Personal Injury or Death & Property Damage**
  - \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage
  
- 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 for the benefit of the Owner to cover the errors and omissions of the Consultant to the extent allowed by law, its principals or officers, agents 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 Director of the Capital Improvement Department 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 required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate. Further, Consultant shall provide the Owner with a 30 day Notice of Cancellation endorsement applicable to all required policies.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) 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 EFFORS.** 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% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40CFR 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 **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify Director of the Capital Improvement Department of any delay beyond its control and the Director of the Capital Improvement Department shall extend the time schedule in the event of delays which the Director of the Capital Improvement Department 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 **Attachment "D"**.

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**7.3 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 prudent considering the ordinary professional skill and care a competent engineer or architect and consistent with 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 with professional skill and care ordinarily provided by

competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

**7.4 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.

**7.5 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.

**7.6 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.

**7.7 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.

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

**7.9 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.

**7.10 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.

**7.11 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  
   Director of Capital Improvement Department  
   P.O. Box 1890  
   El Paso, Texas 79950-1890

To the Consultant:                      Peckham Guyton Albers & Viets, Inc..  
   Attn: John Kemper, Vice President  
   200 North Broadway, Suite 1000  
   St. Louis, Missouri 63102

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

**7.12 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.

**7.13 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:**

\_\_\_\_\_  
Tomás Gonzálcz, City Manager

**CONSULTANT:**  
Perkins & Will, Inc.

\_\_\_\_\_  
John Kemper  
Vice President

APPROVED AS TO FORM:

Sol M. Cortez  
Sol M. Cortez  
Assistant City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña  
Monica Lombraña, A.A.E., Director  
Capital Improvement Director

(ACKNOWLEDGEMENT BEGIN ON THE FOLLOWING PAGE)

**ACKNOWLEDGEMENTS**

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by Tomas Gonzalez, as **City Manager** of the **City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

\_\_\_\_\_

**THE STATE OF \_\_\_\_\_ §**  
**§**  
**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by John Kemper, as **Vice President of Peckham Guyton Albers & Viets, Inc**

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

**My commission expires:**

\_\_\_\_\_

## PROJECT SCOPE OF SERVICES

**TITLE:** El Paso Zoo – Asia Gateway

**ADDRESS:** 4001 East Paisano, El Paso, Texas

**PROGRAM:** 2012 Quality of Life Bond-El Paso Zoo Program

**CONSTRUCTION BUDGET:** \$600,000.00

### **REQUEST FOR QUALIFICATIONS**

The City of El Paso seeks Statements of Qualifications from interested firms for the project described below. The successful firm will contract directly with the City of El Paso and will work cooperatively with the El Paso Zoo and other project team members to successfully provide the full scope of professional services required to complete the project requirements.

The selection process shall consist of the following:

- Phase One - Minimum Qualifications
- Phase Two - Evaluation of Proposals
- Phase Three – Negotiations with highest ranked firm

All prospective design firms must submit their Statement of Qualifications (SOQ) by or before the submittal deadline. **The SOQ will consist of two components, the Phase One submittal and Phase Two submittal. Failure to provide both components simultaneously by or before the submittal deadline will result in the submittal being considered incomplete and not considered.** Instructions for the Statement of Qualifications (Phase One and Phase Two Submittals) are included with this Request for Qualifications. The Phase One submittal must be completed on the form provided by the City of El Paso.

This Request for Qualifications (RFQ) provides information on the Project, the Minimum Scope of Professional Services required, and information to aid in preparing responses to this RFQ. All inquiries regarding this Project and RFQ must be submitted electronically in writing to [aeselection@elpasotexas.gov](mailto:aeselection@elpasotexas.gov) by the date and time listed in the section **SCHEDULE OF RFQ EVENTS**. The City will evaluate inquiries, determine whether an Addendum is required and issue an appropriate response. All questions and responses and additional information will be included and issued in an Addendum.



**PROJECT TIMELINE:**

Design services, as outlined in Section 6, is a *total of one-hundred eighty (180) days*.

Construction timeframe for this project is currently estimated at twelve (12) months.

**Restriction of Communication:** From the time of advertisement of this solicitation until final award is made to a successful respondent and such award is announced, interested firms are not permitted to communicate about this solicitation or scope with any staff or any official representatives of the City of El Paso, or their consultants, except for submission of questions as instructed in this RFQ. The City reserves the right to disqualify the submittal of any offending respondent.

**SCHEDULE OF RFQ EVENTS**

The following Schedule of Events table represents the City of El Paso's best estimate of the schedule that will be followed. The City of El Paso reserves the right to modify the schedule as required.

City of El Paso issues the Request for Qualifications	<b>October 28, 2015</b>
<i>Deadline for submission of written questions and requests for clarification</i>	November 4, 2015
<i>City of El Paso provides responses/clarifications</i>	November 11, 2015
<b>Deadline for submission of Statement of qualifications (SOQ)</b>	<b>November 18, 2015</b>
<i>Phase One (Evaluation of Minimum Qualifications) review completed</i>	December 2, 2015
<i>Phase Two (Evaluation of Proposal) review completed</i>	December 9, 2015
<b>City Council recommended contract approval target date</b>	<b>January 2016</b>

**PROJECT GOAL:**

- The goal of this project is to develop an updated circulation route to usher guests past a new themed landscape to the north of the existing Asian Discovery Center, which will serve as the "gateway entrance" into the Asia area of the zoo. This area will house a new carousel and shade structure which will be procured directly by the El Paso Zoo Society. In addition to this primary area of work, peripheral work will include improvements to the existing Forest Complex Amphitheatre and transform the Service Area into a public pedestrian pathway.

### **Anticipated Design Program and Features**

The features of this project will include:

1. Identify area within the Americas Plaza to be scheduled for demolition.
2. Design for demolition and relocation of existing carousel located west of the Asian Discovery Center.
3. Development of construction phasing to maximize guest experience while project is under construction. Account for new circulation route.
4. A new gateway entrance to resemble a Bhutan Asian Marketplace, e.g. renovation of the existing Asian Gate currently behind and between the Asian Discovery and Grasslands Café.
5. Closing off an existing walkway to the Asia area, replaced with a planter to re-direct guests.
6. Design of several game-bird species exhibits.
7. A new concrete pad for the carousel – coordination of the pad design shall be in conjunction with the carousel vendor requirements. Carousel will be 36' in diameter, procured by the El Paso Zoo Society -
8. A new shaded seating area to the west of the Asian Discovery Center.
9. A new solid wall separating the Carousel Area from the Service Area, including 12-foot wide vehicle access gates for service trucks.
  - a. Coordination with the Zoo and SSA (Zoo concessionaire) to properly enclose 'behind-the-scenes' operations at the Grassland Café.
  - b. Transform a portion of the existing service area into a public pedestrian pathway.
10. New themed landscaping and walkway paving extending from the Americas Plaza to the new Asia Entrance.
11. New themed landscape lighting.
12. Stroller parking.
13. New treatment to the North wall of the Asia Discovery Center, e.g. false wall in front of the existing building.
14. A new area for an 'Animal Hall-of-Fame'.
  - a. Create a picnic area and properly display 14-28 plaques
  - b. Propose to site at shaded area
  - c. Cost estimate to separate this cost from the adjacent area
  - d. Provide two concepts for Hall of Fame seating area
15. A data cable for ticket sales to occur within the carousel structure.
16. Layout for queue to ride the carousel and optimal location for collection of tokens/tickets.
17. New shaded seating area around carousel.
18. Upgrades to existing Forest Amphitheater, e.g. landscaped seating.
19. Provide electrical survey to determine power supply available.

20. Topographic survey and locating existing utilities.

**MINIMUM QUALIFICATIONS AND EXPERIENCE**

The firm shall comply with the following qualifications:

- Firms shall have demonstrated experience in the design and layout of structures and spaces accommodating multi-functional gatherings
- Firms will be required to cooperate fully with the El Paso Zoo and Owner's Representative
- Have a minimum of three (3) design and construction projects for each a minimum construction budget of \$500,000. Services consist of design, cost estimating, bidding and procurement. Themed event/plaza projects are desirable .
- Current registration with the Texas Board of Architectural Examiners

Firms who do not meet the above minimum qualifications according to the Scoping and Evaluation Team will be notified in writing of the decision. The proposal(s) of the firm(s) who do not meet the minimum qualifications will not be considered.

**SELECTION PROCESS**

The selection process shall consist of:

- Phase One - Minimum Qualifications
- Phase Two - Evaluation of Proposals
- Phase Three - Negotiations with highest ranked firm

**PHASE ONE - MINIMUM QUALIFICATIONS**

All prospective firms shall comply with the minimum requirements specified on this request for qualification. The minimum qualifications were set by the Scoping and Evaluation Team. The Scoping and Evaluation Team typically consists of user department representatives to include those with maintenance responsibilities, Planning and Inspections Department Representative, City of El Paso - Design Professional (Registered Architect), Transportation Planning representative, Museum & Cultural Affairs (Public Art component) representative and Capital Improvement Program Department Representative (Registered Professional Engineer).

All prospective candidates shall submit a completed template as provided by the City of El Paso for the Phase One submittal (See attached" AE SOQ Form-Phase One Submittal") **ANY FIRM THAT FAILS TO UTILIZE THE FORM PROVIDED WITH THIS RFQ FOR THE PHASE ONE SUBMITTAL WILL NOT BE CONSIDERED.**

**PHASE TWO- EVALUATION OF PROPOSAL**

All prospective firms shall submit a written proposal as part of their submittal. Instructions for the Phase Two submittal are provided with this RFQ. **THE SCOPING AND EVALUATION TEAM WILL EVALUATE THE PROPOSAL BASED ON THE ATTACHED SCORING SHEET (SEE ATTACHED: "Phase Two Scoresheet")** The proposal shall address the following:

- Project Manager and Team Experience
- Past Zoo design experience must be demonstrated
- Project Understanding and Approach
- El Paso Project Issues - Experience/Understanding

All prospective candidates shall submit a written presentation of the firm's proposal. The written presentation shall not exceed ten written 8" x 11 ½" pages. The pages shall be double sided. Therefore, the total amount of pages shall not exceed five (5) sheets. The size of lettering shall not be less than 1/8 of an inch (equivalent to 12 point font in Times New Roman).

It is in the best interest of a prospective firm to clearly provide a detailed description on the proposal that the firm is the best qualified and fit firm for the project.

The Scoping and Evaluation Team shall evaluate and rate each submittal. A maximum of five (5) firms with the top scores will be shortlisted and will be allowed to present an oral presentation to the Scoping and Evaluation Team. Firms that were not among the top ranked firms will not be allowed to present an oral presentation. (oral presentation not applicable for this SOQ)

**POST SELECTION PROCESS**

If the City cannot come to terms with the finalist then the City may approach the runner-up for services.

Pursuant to the Cone of Silence provisions, firms that were not selected can request a debriefing to go over their score upon the posting of the contract nominated for award on the City Council Agenda. Firms who wish to be debriefed must request the debriefing in writing within seven (7) consecutive calendar days after the posting of the contract nominated for award on the City Council Agenda. All debriefing request(s) after seven (7) consecutive calendar days will not be considered. Debriefing requests shall be sent to:

City of El Paso  
Capital Improvement Department  
C/O Monica Lombraña, A.A.E – Director of Capital Improvement  
218 N. Campbell, 2<sup>nd</sup> Floor  
El Paso, Texas 79901

**GENERAL DESCRIPTION:**

On November 6, 2012 the Citizens of El Paso approved the 2012 Quality of Life Bond Issue. The City of El Paso has assigned and authorized the City of El Paso Capital Improvement Program Department to manage the successful development, implementation, and completion of the 2012 Quality of Life Bond Issue program.

On April 22, 2014 the City Manager authorized a two year professional services agreement with Wu & Associates to oversee the project management component of the Quality of Life Bond Issue program. The awarded designer will work in association with the El Paso Zoo and Wu & Associates for the successful completion of the design.

**GENERAL SCOPE:**

**1.0 SERVICES REQUIRED:**

**1.1 Investigation:**

All investigations include but are not limited to utility line and easement coordination, applicable City of El Paso Municipal Codes, City of El Paso Capital Improvement Program Department Drawing Guidelines, in order to complete the design or the project construction shall be performed by the designer.

**1.2 Design:**

Design shall meet all City requirements for the project and shall be performed in phases as presented in Section 6.0 Project Schedule.

The consultant is responsible to submit a turnkey design product. The consultant shall be responsible to determine State of Texas licensed designers required by the State to perform this type of project design. The irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design.

Besides complying with local building codes, the consultant shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Program Department Drawing Guidelines. The consultant shall comply with the US Department of Agriculture and the Association of Zoos and Aquariums requirements.

Early in the design the consultant shall coordinate the selection of the materials and equipment with the El Paso Zoo.

**1.3 Bidding & Construction:**

The consultant shall submit the following for bidding:

- Full and complete sealed set of drawings both in hard copy and electronic format
- Full and complete sealed set of technical specifications both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form both in hard copy and electronic format
- Detailed real world value cost estimate in hard copy
- Construction experience criteria as required by a competitive sealed bid proposal

During the bidding process, the designer shall assist the Owner with but not limited to the following items: respond to all questions from perspective bidders. The bids shall be advertised as a lump sum contract.

During the construction phase, the designer shall assist the Owner, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor - request for information (RFIs)
- Providing advice and recommendation to the Owner
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of (24"X36") and electronic format "as-built" drawings.

**1.4 Planning:**

The designer shall assist the Owner in providing schedules for obtaining utility easements, utility service lines and other permits.

The designer shall be knowledgeable of City of El Paso Design. The consultant shall be required to prepare technical specifications. Sole sourcing will not be allowed. The consultant shall prepare both design and performance specifications

**1.5 Soils Investigation:** Consultant to provide a soil investigation report for this project.

**1.6 Design Analysis:**

The designer shall perform design analysis and ensure public safety. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

**1.7 Technical Specifications:**

The designer shall prepare and provide technical specifications. The specifications shall be based on accepted national specifications. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The consultant shall provide both design and performance specifications. The consultant shall be required to prepare technical specifications. Sole sourcing will not be allowed. Consultant to coordinate with specialty vendors to develop performance specifications as needed.

**1.8 ADA Compliance and Requirements**

The designer shall include and comply with ADA, TAS, and Texas Department of Licensing and Regulation requirements.

Under a separate contract Owner will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The consultant shall comply with RAS design comments.

**1.9 Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements (not applicable for this project)**

The designer shall include and comply with the City's Sustainable Design Standards and attain LEED "Silver" certification or comparable Green Globes certification. The designer shall have a certified LEED AP or Green Globes Professional (GGP) on its team. It is the designer responsibility to register the project with the USGBC or Green Globes Association.

Under a separate contract the Owner will employ the services of a commissioning agency to perform a review of the design documents and inspection of construction. The consultant shall comply with the commissioning agency comments.

**1.10 Public Art (not applicable for this project)**

Public Art must be integrated into this project. Consultant to coordinate with the Museum & Cultural Affairs Department (MCAD) the concept, design and installation of the Public Art at this facility.

Consultant shall participate in the City's (separate) selection process for an artist in accordance with the City's Public Art Program guidelines for the Facility. The Consultant's team for this Request For Qualifications shall not include an artist. The consultant shall incorporate the selected artist into the design team to enable the corroboration and incorporation of artwork into the project design.

**1.11 Surveys**

The designer shall provide all topographic, horizontal surveys necessary to provide a complete design.

**1.12 Environmental Issues**

The designer shall not be responsible to provide asbestos, lead, mold, and other environmental surveys and/or studies. An environmental study will be performed to comply with the City of El Paso requirements.

**1.13 Building Permits, Special Permits, and Other Land Use Permits**

The designer shall be responsible to comply with all local, state, and federal building codes. The designer shall be responsible to submit required sets to City of El Paso Planning and Inspections Department for review and approval during final design phase period. The designer shall be responsible to obtain approval from the City of El Paso Planning and Inspections Department before the construction documents are submitted for bid advertisement. It shall be the responsibility of the designer to follow up review and approval process with the City of El Paso Planning and Inspections Department. After approval the designer will pick up approved plans and store them in a safe place. The designer shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. The City of El Paso Planning and Inspections Department shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements. The designer shall be responsible to prepare all documents that include but are not limited to metes and bounds descriptions, site plans, elevations, floor layouts, and applications for permits, special permits, zoning changes, and land use permits.

**1.14 Pedestrian Control Plan**

A pedestrian control plan will be required to ensure fluidity with adjoining facilities.

**1.15 Construction Sequencing Plan**

A construction sequencing plan is not required on this project.

**1.16 Construction Schedule**



The consultant shall work directly with the Owner's Representative for the El Paso Zoo to determine construction schedule. The schedule shall take in account lead delivery time of equipment. The meeting shall be held after preliminary plans are submitted but before Final Design Notice to proceed is issued. The information will allow consultant to prepare a current market cost estimate at the final design phase submittal.

**1.17 Storm Water Pollution Prevention Plan**

The designer shall prepare and provide storm water pollution prevention plan. The designer shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Planning and Inspections Department for review and approval.

**1.18 Utility Services and Utility Easements**

Based on the design, the designer shall coordinate with all utilities that will provide affected by the improvements. The designer shall submit all applications to the utilities on behalf of the City of El Paso. However the City of El Paso shall pay all utility service fees. The designer will not pull the installation of the service. The installation of the service shall be coordinated by the building contractor. Construction documents shall clearly show all utility company contacts and type of service requested. All utility service requests shall be submitted by the designer by or before the construction documents are submitted for bid advertisement. The designer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The designer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date.

**1.19 Utility Coordination**

The consultant shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The consultant shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the consultant and utility companies the need and extent of relocation shall be determined. If a dispute arises the consultant shall immediately setup a meeting between the El Paso Zoo and the utility company to resolve the dispute. The consultant in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new

improvements. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date. The consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

## **2.0 PRODUCTS REQUIRED:**

### **2.1 Drawings and Specifications:**

#### **A. Concept layout design:**

During the Concept layout design the consultant shall have thirty (30) consecutive calendar days submit five (5) copies of the preliminary concept layout plan and cost estimate to the Zoo for review and comment in electronic format. We recommend that consultant perform all site assessments necessary for the project. The consultant shall meet within three working days with City to present the concept plan. After meeting with the City the consultant shall have seven (7) consecutive calendar days to submit a copy of the revised concept plan elevations and design criteria and details.

As part of the presentation to the Zoo staff the concept plan, shall include but not limited to elevations, site layout, design criteria, renderings; for review and approval. Renderings shall be utilized for City Council, donor, and public presentations; as well as social media and marketing.

#### **B. Preliminary Design – ninety (90) consecutive calendar days**

The consultant shall submit the following preliminary design submittal:

- Coversheet (100% complete)
- Architectural Plan and Details (60% complete)
- Electrical Plan and Details (60% complete)
- Mechanical Plan and Details (60% complete)
- Plumbing Plan and Details (60% complete)
- Horizontal Control Plan (90% complete)
- Construction Notes (75% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)

## Attachment A

- Site Plan (75% complete)
- Grading Plan (60% complete)
- Landscape Plan (60% complete)
- Typical Landscape Details (60% complete)
- Irrigation Layout (60% complete)
- Typical Irrigation Details (60% complete)
- Outline of Specs (90% complete)

Upon the completion design phase, the designer shall submit four (4) copies on a 24"x36" format and cost estimate, plus an electronic copy of the design documents for review. One copy of the technical specifications are also required. If the Owner considers the submittal as not compliant to the above required completion percentages the designer must resubmit as per the above mentioned requirements.

The consultant shall meet within seven working days to present to the El Paso Zoo. After meeting with the City the consultant shall have fourteen (14) working days to submit a copy of the revised sheets as discussed during the presentation.

### **C. Final Design – thirty (30) consecutive calendar days**

The consultant shall submit the following final design phase submittal:

- Coversheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Typical Irrigation Details (100% complete)
- Outline of Specs (100% complete)
- Technical Specification (100% complete)

Upon the completion final design phase, the designer shall submit three (3) copies of the final design documents on a 24"x36" format, (2) copies of technical specifications, and cost estimate for review, comments, and approval. If the Owner considers the submittal as not compliant to the above required completion percentages the designer must resubmit as per the above mentioned requirements.

During this phase, the designer shall be responsible to submit required sets to City of El Paso Planning and Inspections Department for review and approval for permitting.

**D. Construction Documents – 30 consecutive calendar days**

**E. Bidding and Construction:**

For bidding purposes the consultant shall submit a CD consisting of PDFs and AutoCAD files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

During construction project closeout the consultant shall produce and provide a set of (24"X36") and electronic format "as-built" drawings.

**2.2 Cost Estimates:**

The designer shall develop and submit the construction cost estimates. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The designer's final estimate shall take into account all labor costs that shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council.

**2.3 Design Analysis:**

Consultant shall provide all engineering calculations for review by the Owner.

**2.4 Reproduction**

The designer shall be responsible for printing for the different phases and for code review requirements.

**3.0 GENERAL REQUIREMENTS AND CRITERIA:**

**3.1 Design must meet all applicable City Codes and Ordinances.**

**3.2 Design must comply with Capital Improvement Department Guidelines.**

**3.3 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.**

**4.0 OTHER CONSIDERATIONS:**

**4.1 Work to be coordinated with the Capital Improvement Department and the El Paso Zoo, all affected stake holders.**

**4.2 Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.**

**5.0 REQUEST FOR PROPOSAL BREAKDOWN:**

All services described under Design and Bidding will be considered Basic Services. The consultant shall submit a detailed cost proposal based on contract and after agreed negotiations a purchase order will be opened. All services under Construction will be requested if necessary by Owner in writing. All Construction Services if necessary will be covered by time set forth by the contract.

**6.0 PROJECT SCHEDULE:**

- |                            |                              |
|----------------------------|------------------------------|
| ➤ Report Phase             | 60 consecutive calendar days |
| ➤ Preliminary Design Phase | 30 consecutive calendar days |
| ➤ Pre-Final Design Phase   | 60 consecutive calendar days |
| ➤ Final Design Phase       | 90 consecutive calendar days |
| ➤ Bidding Phase            | 7 consecutive calendar days  |
| ➤ Construction Phase       | 60 consecutive calendar days |



February 1, 2016, revised: 2/19/2016; 3/29/2016

Via Email

Ms. Yvette Hernandez  
Owner's Representative  
El Paso Zoo  
4001 E. Paisano Dr.  
El Paso, TX 79903

**Re: El Paso Zoo Asia Gateway Design Fee Proposal**

Dear Yvette,

Per our recent discussions, PGAV is pleased to propose design services for the El Paso Zoo Asia Gateway project at the El Paso Zoo (EPZ).

**Project Objectives:**

The goal of this project is to develop an updated circulation route to usher guests past a new themed landscape to the north of the existing Asian Discovery Center. This updated route will serve as the "gateway entrance" into the existing Asia area of the Zoo. This area will house a new carousel and shade structure which will be procured directly by the El Paso Zoo Society. In addition to this primary area of work, peripheral work will include improvements to the existing Forest Complex Amphitheatre and the transformation of the Service Area into a public pedestrian pathway. Further project scope details are per El Paso Zoo – Asia Gateway RFQ dated October 28, 2015.

**Scope of Services:**

Develop complete Bid / Construction Documents, assist EPZ with bidding and permitting and assist with Construction. The design process will be subdivided into five phases: Concept Phase, Preliminary Design Phase, Final Design Phase, Construction Drawings, and Bidding.

**Assumptions:**

The following describes the approach and assumptions PGAV has made in the preparation of this proposal:

1. The design process will begin with an evaluation of the scope identified in the EPZ Master Plan. The suitability and affordability of the overall project scope will be verified during this initial phase.
2. The construction cost for the Exhibit has been established at \$600,000, PGAV will design the project to this budget. If at any time should the construction cost change,



- the design contract shall allow a request for fee amendment. An allocation for the City's procured artwork will be held outside of this project budget.
3. The design phases are projected to begin in March 2016 and be completed within 180 consecutive calendar days. Design phases will be in parallel with the EPZ Chihuahuan Desert Exhibit (if project schedule becomes linear, the design contract shall allow a request for fee amendment). The construction phase would be completed in January 2018.
  4. Project procurement will be via a design-bid-build sequence, delivered as a single bid package of documents, built in a single phase of construction. (If multiple bid packages or staged phasing of construction is considered, PGAV will be permitted to submit a fee amendment for additional services.)
  7. PGAV will develop Cost Estimates, Project Schedule (including an opinion of construction period) and project Design Narrative.
  8. At each of the project phases PGAV will send EPZ a set of drawings, program narratives, and/or technical specifications appropriate to the design phase and representing the current design status. EPZ will review these plans with significant focus on content and cost, and will provide PGAV with signoff notification prior to PGAV proceeding to the next design phase.
  9. Selected project components will be procured in a Delegated Design manner, where the selected specialized vendor is responsible for the final design, detailing, engineering and fabrication based on DD-level design provided by PGAV. These packages are not limited to, but might include:
    - a) Mesh and/or netting for bird exhibits (if any): The design team will provide a preliminary structural design for the inclusion of footings, foundations, and anchoring systems in the Construction Documents. The design team will revise or update the Construction Documents if necessary, after final design (of same concept) by the vendor.
    - b) Fabric awnings and shade structures: The design team will provide a preliminary structural design including preliminary foundations. Selected vendor will provide final engineering and proprietary detailing. The design team will revise or update the construction documents if necessary, after final design (of same concept) by the vendor.
  10. PGAV will be responsible for printing of documents for the different phases and for code review submissions and for Owner reviews. Bid documents will be issued on CD consisting of PDFs and AutoCAD files of the sealed construction drawings and sealed technical specifications.
  11. The design team shall prepare the building permit application and assist with review and approval by governing authority and coordinate with all utilities, relative infrastructure improvements and relocations.
  12. Sub-consultants:
    - a) We anticipate retaining Civil, Structural and MEP engineers for the core of basic services; and a local architectural firm for assistance with local market, permitting and onsite assistance during the construction phase.
    - b) Lighting design of public paths and guest areas.
    - c) Audio systems and acoustical design, if needed.
  13. Extra services included:



- a) Coordinate accessibility designs with Registered Accessibility Specialist (RAS) hired by Owner, and incorporate review comments into the documents prior to the completion of the Construction Documents package.
- b) Prepare a set of record drawings based on contractor's as-built drawings.
- 14. Construction Administration Services:
  - a) During Construction Phase (assumed to be 9 months in length), the design team will participate by providing weekly site visits for observation of the work and art direction of thematic and exhibit elements.
  - b) The design team will provide supplemental drawings, review submittals including Requests for Information (RFIs), Shop Drawings, Product Data and Samples, and prepare a Punch List.
  - c) PGAV will provide approximately 2 visits to the site, with the timing at the discretion of PGAV and the Zoo. Local architect will attend bi-weekly site meetings.
- 15. Meetings:
  - a) For the design phases we propose a total of 4 person-trips to EPZ by PGAV, for a kickoff meeting and for mid-design reviews with Zoo staff. The meetings will include PGAV and local consultants (Civil and Local Architect); MEP and Structural engineer will interface by phone.
  - b) For the construction phase we propose 2 person-trips to EPZ by PGAV for mid-point construction review and for the final Punch List. Local Architect will attend weekly onsite meetings during most of the work duration.
  - c) Design review meetings would be conducted via web conferences involving Owner representatives and appropriate consultants. Web conferences will be set up and facilitated by the design team.
- 16. Miscellaneous:
  - a) PGAV will thematically integrate owner-furnished elements such as drinking fountains, trash/recycling receptacles, wayfinding and miscellaneous signage.

#### **Project Team, Sub Consultants**

- 1. PGAV will engage the following consultants:
  - a) Civil engineer – Quantum Engineering (El Paso)
  - b) Structural engineer – Hope-Amundson (CA)
  - c) MEP/Lighting – exp engineering (FL, CA)
  - d) Local Architect – Carl Daniel Architects (El Paso)
- 2. The above consultants' proposals have been received and their participation has been confirmed.

#### **Services Not Provided**

- 3. For Topographic, Infrastructure Survey, Structural Report, and Geotechnical Investigation, EPZ or the City of El Paso will directly contract for these services. The geotechnical report should be made available to the design team prior to the completion of the Concept Phase.
- 4. Landscape and Irrigation design. These will be performed by EPZ Horticulturist in coordination with PGAV design intent.
- 5. Phasing plan.





6. Integration of Public Art.
7. Interpretive Exhibits and Graphics.
8. Construction of a physical model.
9. LEED (Leadership in Energy and Environmental Design) or Green Globes Compliance or certification.
10. Enhanced Mechanical Commissioning.
11. Structural Special Inspections: Project structural engineer will only prepare a list of special inspections required by the building code to occur during construction.
12. Environmental study, including existing tree evaluation, asbestos, lead, mold, and other environmental surveys and/or studies.
13. Electrical design for stand-alone generator.
14. Way finding or interpretive signage.
15. Design renderings / visitor experience vignettes.
16. Post-Construction Phase services are excluded, including investigation of suspected defective work or post completion walk-throughs, etc.
17. The following could be provided as an additional service:
  - a) Written recommendations on claims relating to the execution of completed construction.
  - b) Revising previously approved studies, reports, design documents, drawings or specifications, except when such revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
  - c) Furnishing additional tests and inspection, in excess of those required during the Construction Phase.
  - d) Change Orders requiring additional significant design changes not provided for in the Agreement.
  - e) Serving as an expert witness for the Owner in litigation or other proceedings related to the project.

#### Fees

Basic Services (Concept Design through Bidding)	\$	72,200
Specialty Consultants contracted to PGAV (Lighting, Audio)	\$	5,000
Extra Services: Coordinate with Accessibility Specialist	\$	600
Basic Services Reimbursables	\$	6,900
Construction Phase (Shop Drawings, RFIs, Visits), hourly with limit	\$	17,300
Construction Phase Reimbursables	\$	5,000
Record Documents (Drawings)	\$	3,800
Record Documents Reimbursables	\$	<u>400</u>

Total \$ 111,200



Invoices will be prepared and sent per article 3.3.1 of the agreement. The following sentence in Attachment D, *"The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location."* shall only apply to Additional Services.

PGAV's typical Basic Services period payment schedule is based on the percentage of completion (including specialty contracts):

Report Phase	(\$19,200)
Preliminary Design Phase	(\$16,500)
Pre-Final Design Phase	(\$15,100)
Final Design Phase	(\$22,200)
Bidding Phase	(\$4,800)
Construction Phase	(\$33,400)

Please review this at your earliest convenience and let's talk by phone.

Sincerely,

A handwritten signature in black ink, appearing to read "John Kemper", followed by a horizontal line.

John Kemper  
Vice President

/lk

cc: M. Bleszynski, File

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

For the Project known as "EL PASO ZOO ASIA GATEWAY PROJECT" 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 Capital Improvement Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the Capital Improvement Department, in the performance of the services requested under the construction phase 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 completed project within the allocated budget that meets the essential performance and design features and the technical and functional requirements of the construction contract documents. 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. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (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

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. 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.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

**PHASE I - PRELIMINARY DESIGN PHASE**

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

**PHASE II - PRE-FINAL DESIGN PHASE**

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "**Drawings**," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "**Specifications**." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

**PHASE III - FINAL DESIGN PHASE**

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

**BIDDING PHASE**

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

**CONSTRUCTION PHASE**

The Construction Phase, for each construction contract, shall commence with the award of the construction contract and shall terminate upon written approval of final payment by the Owner, except that this phase may be extended, if required, by agreement between the Consultant and the Owner. During the Construction Phase the Consultant shall:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.



**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the Director of the Capital Improvement Department and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using AIA, G704-2000 version when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings on **Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: a) work damaged by fire or other cause during construction; b) prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; c) Acceleration of the work schedule involving services beyond normal city working hours; or d) the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

**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.
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.

**RESIDENT PROJECT SERVICES**

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

- 2.** The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the Director of the Capital Improvement Department before such services begin.
- 3.** Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

## ATTACHMENT "D"

### PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "EL PASO ZOO ASIA GATEWAY PROJECT" hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **ONE HUNDRED ELEVEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS 111,200.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

### PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

#### Fixed fee Payment to Consultant

Report Phase	\$ 19,200.00
Preliminary Design Phase	\$ 16,500.00
Pre-Final Design Phase	\$ 15,100.00
Final Design Phase	\$ 22,200.00
Bidding Phase	\$ 4,800.00
Construction Phase	\$ 33,400.00

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in Attachment B. The time shown in Attachment B is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

**Transportation costs and Reimbursable Limits:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

**Airline Costs:** The City will only reimburse for airline costs at the Economy or Coach Class rate. Extra insurance and luggage costs are unallowable. Airline ticket "reissue

## ATTACHMENT "D"

### PAYMENT AND DELIVERABLE SCHEDULES

fee" is reimbursable only if the change was at the City's request or change in meeting because of the City.

**Personal Automobile Mileage:** Up to the rate of .575 cents per mile or the current State of Texas rate applicable at the time cost is incurred. Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Automobile Rentals:** Not to exceed \$50.00 per day plus applicable taxes. Extra optional insurance or rental gasoline costs are unallowable. Weekly or Monthly rates should be used when applicable. Upgrades beyond economy-sized require an explanation. Use of automobile rental not related to the project is unallowable.

**Hotel Rates:** Weekly and Monthly rates are encouraged and expected when applicable. Reimbursable costs shall not exceed \$92.00 per day plus applicable city/state/county taxes or current state rate applicable at the time cost is incurred.

**Meals (Food Costs):** Meal receipts are not required. Actual costs are allowable up to a maximum Per Diem allowance of \$51.00 per day or current State of Texas rate applicable at the time cost is incurred. Meals are only reimbursable with overnight lodging away from headquarters. *Tips and alcohol are not reimbursable. Per meal maximums for partial day travel are as follows: Breakfast \$8.00, Lunch \$17.00 and Dinner \$26.00 and are adjusted proportionately to a change in the current state rate.*

**Other – Taxi, Bus, Limousine, Subway, etc.:** Only reasonable and prudent costs (with explanations) are reimbursable. *Tips are not reimbursable.*

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

**Communications Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Receipts:** Legible itemized receipts are required for the following: 1. Hotel (lodging) costs. 2. Airfare travel costs. 3. Parking costs. 4. Automobile or Equipment Rental costs. 5. Taxi, Limousine, Bus, Subway, or other travel costs. 6. Reproduction. 7. Shipping and Handling. 8. Local Postage/Deliveries (courier services). 9. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year.

## **ATTACHMENT "D"**

### **PAYMENT AND DELIVERABLE SCHEDULES**

Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with Owner's fiscal year.

### **DELIVERABLE SCHEDULE**

#### **REPORT PHASE**

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

#### **PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **15 copies** of any required documents and opinion of probable construction costs shall be submitted within **30 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

#### **PHASE II—PRE-FINAL DESIGN PHASE**

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

#### **PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **3 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **30 copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **10 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

#### **PHASE IV—BIDDING PHASE**

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit an 5 copies of all addenda to the Owner for appropriate action within **7 consecutive calendar days**.

#### **PHASE V - CONSTRUCTION PHASE**

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty (60) days from the date of substantial completion.





# CIP Project Update

## El Paso Zoo – Asia Gateway

### **Strategic Plan Goal:**

***3) Promote the Visual Image of El Paso***

***4) Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments***

*4.1 Deliver bond projects impacting quality of life across the city in a timely, efficient manner*

April 5, 2016

*"Delivering Outstanding Services"*



## El Paso Zoo – Asia Gateway

**Project Manager** Yvette Hernandez, P.E.

**District** 8

**Approved Budget** \$111,200.00

**Source(s) of Funding** 2012 Quality of Life Bonds

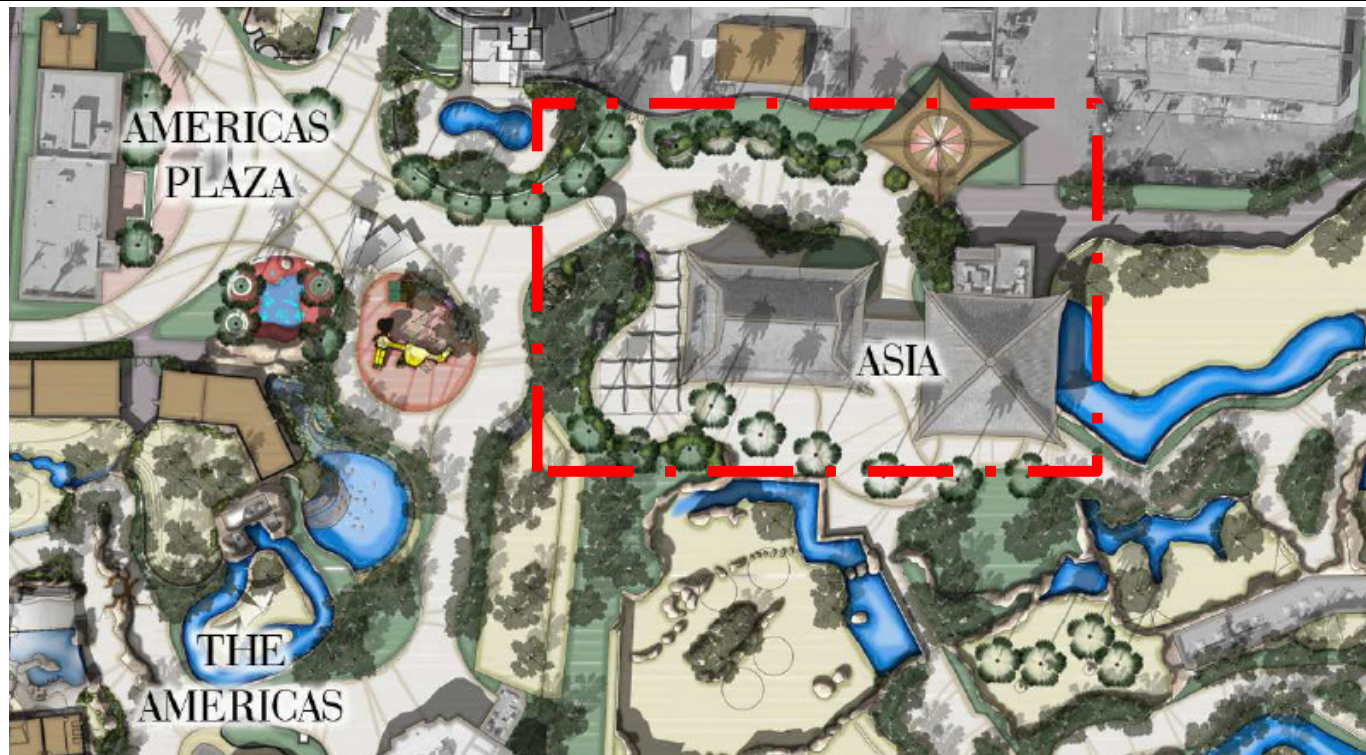
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# El Paso Zoo – Asia Gateway

## Project Limits



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# El Paso Zoo – Asia Gateway

## Scope of Work

- Firm will design and prepare construction drawings for the following:
  - Develop an updated circulation route to usher guests past a new themed landscape to the north of the existing Asian Discovery Center, which will serve as the “gateway entrance” into the Asia area of the Zoo.
  - This area will house a new carousel and shade structure which will be procured directly by the El Paso Zoo Society.
  - In addition to this primary area of work, peripheral work will include landscaping, closure of current public path and transform the Service Area into a public pedestrian pathway.

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# El Paso Zoo – Asia Gateway

## Previous Council Action

- August 14, 2012: approved bond election be held
- February 5, 2013: approved 3 year roll out
- January 25, 2016 – 8 year Quality of Life Plan

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# El Paso Zoo – Asia Gateway

## Consultant Selection Summary

- This is a professional services agreement and the selection process was based on the legal requirements of Chapter 2254 Professional Services

### Recommendation:

- The Scoping and Evaluation Team Recommends PGAV Destinations, Inc. as the most qualified consultant
- Award amount: \$111,200.00

### Timeframe:

**Design Phase**

**120 Calendar Days**

**April 5, 2016**



# El Paso Zoo – Asia Gateway

End of Presentation

## Questions & Comments

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