

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

**DEPARTMENT:** Capital Improvement

**AGENDA DATE:** October 6, 2015

**CONTACT PERSON NAME AND PHONE NUMBER:** Monica Lombraña, A.A.E., Capital Improvement Director 212-1831  
Steve Marshall, Zoo Director 212-2800

**DISTRICT(S) AFFECTED:** Citywide

**SUBJECT:**

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and MNK Architects, Inc. a Texas Corporation, for a project known as "African Wetlands Red River Hog" for an amount not to exceed SEVENTY THOUSAND TWO HUNDRED NINETY ONE DOLLARS AND 50/100 DOLLARS (\$70,291.50) 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 is PCP13ZOOA01, Quality of Life 2012.

**BACKGROUND / DISCUSSION:**

This a 2012 Quality of Life project at the Zoo. MNK Architects will design a new animal holding area which will be approximately 600 square feet and related outdoor habitat. The new exhibit, African Wetlands Red River Hog, will be located in the Africa region of the El Paso Zoo. The term of this contract shall be for one hundred and twenty days (120).

**PRIOR COUNCIL ACTION:**

August 14, 2012- approved bond election be held  
February 5, 2013- approved 3 year roll out

**AMOUNT AND SOURCE OF FUNDING:**

\$70,291.50: 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 **MNK ARCHITECTS, INC.**, a Texas Corporation, to provide consulting services for a project known as "**AFRICAN WETLANDS RED RIVER HOG**", for an amount not to exceed Seventy Thousand Two Hundred Ninety One Dollars and 50/100 **DOLLARS (\$70, 291.50)** ; 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 \_\_\_\_\_ 2015.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser, Mayor

ATTEST:

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

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 Department

THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO    )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 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 **MNK Architects, Inc.** a Texas Corporation, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for a project known as “**AFRICAN WETLANDS RED RIVER HOG**,” 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 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 Director of Capital Improvement Department 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. Director of Capital Improvement Department 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 SEVENTY THOUSAND TWO HUNDRED NINETY ONE DOLLARS AND 50/100 DOLLARS (**\$70,291.50**) 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 **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)** 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 Director of Capital Improvement Department . 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**
  - Personal Injury or Death**  
\$1,000,000.00 for one person or occurrence  
\$1,000,000.00 for two or more persons or occurrences
  - Property Damage**  
\$1,000,000.00 per occurrence
  - General Aggregate**  
\$1,000,000.00
  
- b) **AUTOMOBILE LIABILITY**
  - Combined Single Limit**  
\$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, 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 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 shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the City of El Paso.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, 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 EFFORTS.** The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of \_\_\_\_0\_% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

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

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

## **6.2 TERMINATION FOR CANCELLATION OF GRANT.**

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

## ARTICLE VII. GENERAL PROVISIONS

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **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 the Director of Capital Improvement Department of any delay beyond its control and the Director of Capital Improvement Department shall extend the time schedule in the event of delays which the Director of 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 consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if

necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

**7.4 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 Capital Improvement Department Attn: Director 218 N. Campbell, 2nd floor El Paso, Texas 79901
To the Consultant:	MNK Architects, Inc. Attn: Carmen Renee Jimenez, AIA 330 Eubank Court El Paso, Texas 79902

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.

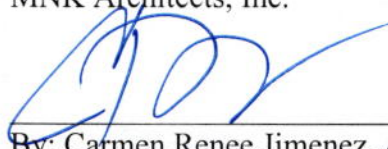
**7.13 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

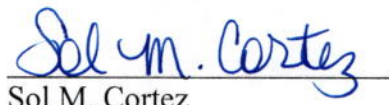
**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

**CONSULTANT:**  
MNK Architects, Inc.

  
\_\_\_\_\_  
By: Carmen Renee Jimenez, AIA  
Title: President/CEO

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Monica Lombraña, Director  
Capital Improvement Department

(Acknowledgements on following page)

**ACKNOWLEDGEMENTS**

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

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

My commission expires:

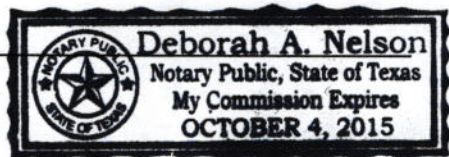
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**THE STATE OF TEXAS   §**  
**§**  
**COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this 29 day of SEPTEMBER, 2015,  
by **Carmen Renee Jimenez, AIA**, as **President/CEO** of **MNK Architects, Inc.**

Deborah A. Nelson  
Notary Public, State of Texas

My commission expires:



## ATTACHMENT A

### PROJECT SCOPE OF SERVICES – ARCHITECTURAL SERVICES

**TITLE:** AFRICAN WETLANDS RED RIVER HOG

**ADDRESS:** 4001 East Paisano

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

**CONSTRUCTION BUDGET:** \$500,000

The above project budget includes all costs needed for a turnkey completion. The budget includes, but is not limited to, the following costs:

- Construction, including site development, landscaping, structures, and required furnishings
- Project closeout

**PROJECT TIMELINE:**

Design services, as outlined in Section 6, is a *total of one-hundred twenty calendar (120) days*. Construction timeframe for this project is currently estimated at ten (10) months.

**PROJECT GOALS:**

The firm is expected to achieve the following goals:

- Design and provide a fully coordinated set of biddable construction drawings for project.
- Work directly with the Project Manager and Zoo Staff to develop and coordinate specific animal details required for animal husbandry.
- Develop project schedule and enforce compliance of project schedule.
- Develop project budget and enforce compliance of project budget.

**KEY PROJECT OBJECTIVES:**

The selected firm is expected to achieve the following:

- The firm is expected to work directly with the Project Manager and Zoo staff to successfully resolve issues.
- Work with the requirements of the Owner provided Life Support System report and develop a design that complies with the recommendations.
- Implementation of creative and innovative approaches to the design.
- The firm will assure that this project will support the Zoo's mission, accreditation standards, compliance with animal welfare best practices, and enhances the zoo experience for the guests.



- **Incorporation of Sustainable Features:** The firm shall endeavor to incorporate sustainable ideals and practices within the design, including, but not limited to:
  - **Sustainable Site Design** – including potential features such as
    - Maintain and protect valuable vegetation
    - Utilize low-impact development features (effectively draining bioswales) to reduce storm water runoff, outside of exhibit boundaries
    - Reduce water consumption and investigate grey-water systems
  - **Sustainable Building Design**
    - Investigate and incorporate potential energy-saving technologies to reduce energy loads, and increase efficiency
    - Incorporate water saving technologies and devices
    - Design for HVAC system based on real demand, investigate solar orientation, including vegetation

**Anticipated Design Program and Features** - The intent is to design and develop a themed area, with a new holding building for several Red River Hogs. The developed site will utilize existing landscape features including a pond, existing rockwork, and plantings that will be renovated to suit the needs of the new exhibit. The existing pool will require modifications necessary to maintain water quality and flow rates. The following items address desired program items that need to be incorporated into the design:

#### **Site within Zoo:**

The area of the Red River Hog Habitat will be the Southwest portion of the Zoo just west of the train station. This area currently contains an existing pond with recirculated and filtered water, as well as landscape plantings.

- Existing healthy trees within the existing area must be salvaged or maintained throughout the design/construction process and protected from the animals once on exhibit.
- Design an exhibit near the existing wetlands to capitalize on the water feature that shall display of the Red River hog's unique swimming ability
- Immersive viewing experience for the Zoo visitors of the animals while they are both on land and water
- Provide optimal location for holding area and exhibit with least interference of existing utilities and acceptable grades to allow red river hogs into existing water feature

#### **Key Features required of the Red River Hog Habitat:**

1. **Holding Building: approximate size – 20'x30'**
  - a. 3-holding pens
    - i. (1) 20'x 11'
    - ii. (2) 11'x 11'

- iii. 4' high masonry knee wall between pens, with caging above to extend to ceiling. Chain link applicable for this caging. Keeper aisle facing pen will be chain link to the ceiling.
  - iv. Farrowing wall required in one of the holding pens.
- b. Stainless steel counters and sink.
  - i. Sink shall be a deep sink with threaded goose-neck faucet for hose attachment.
- c. Small refrigerator.
- d. Storage for enrichment items – minimum 50 sf.
- e. Caging
  - i. Caging size and type to be determined during design phase.
  - ii. Tranquilizer port doors on building entry doors.
  - iii. Transfer chute 3' wide to transfer animals to and from outdoor habitat.
  - iv. Squeeze cage within transfer chute
- f. Wall space for tool racks, shall not conflict with hose bibs, outlets, etc.
- g. (2) Hose bibs, reclaimed water for animal holding area wash down
- h. Trench drains near front of caging.
- i. Skylights
- j. Optimal temperature range (not set points) – 65 F to 75 F
- k. HVAC and exhaust system – thermostat controlled
- l. Automatic waterers in each holding pen. Gallagher corner units.
- m. CCTV, Internet, & phone.

## **2. Off-Exhibit Outdoor Holding**

- a. 15'x 15' minimum.
- b. Solid walls to block views from public and train, preference is chain link to allow for training and air circulation through holding area
- c. Open roof, however shade is required over a portion of the off-exhibit yard.
- d. Requires a Keeper vestibule for entry.
- e. (1) Hose bib.
- f. (1) Automatic waterer. Gallagher corner unit
- g. Specify yard substrate
- h.

### **3. Outdoor Habitat**

- a. Views from the wetlands boardwalk and the train.
- b. (2) hot-rocks with flat surface for animals to lie on.
- c. (2) Automatic waterers hidden from public view, placed in shaded areas. Gallagher corner units.
- d. Minimize use of containment fencing. Incorporate natural looking barriers. Minimum of 6' high.
- e. Protection for existing trees and plants
- f. Training wall, preferable that allows public to view
- g. Mud wallow
- h. (2) Hose bibs.
- i. Remove existing wire mesh and replace with acceptable mesh for red river hogs under elevated walkway - black chain link fencing. Fencing shall include a 4-foot wide access gate with lock for service access below the boardwalk.

### **4. Landscaping:**

- a. Landscape elements shall incorporate the use of bioswales for water efficient landscaping, and incorporate techniques to minimize storm water run-off.
- b. New and existing landscaping shall be protected by, but not limited to, hot blossoms, black mesh, grass block, etc.
- c. Shaded areas for the guests when viewing the exhibit, review boardwalk for possible seating

### **MINIMUM QUALIFICATIONS AND EXPERIENCE**

The firm shall comply with the following qualifications:

- Firms shall have demonstrated experience in the design and layout of zoo exhibits and animal holding facilities.
- Firms will be required to cooperate fully with the zoo Project Manager 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.
- Current registration with the Texas Board of Architectural Examiners
- At least one member of the firm should be a certified Green Globe or LEED AP.
- Demonstrate knowledge of Association of Zoos and Aquarium accreditation standards and guidelines.

### **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 Engineering and Construction Management Department to manage the successful development, implementation, and completion of the 2012 Quality of Life Bond Issue program.

## **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 Engineering 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.

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 Engineering Department Drawing Guidelines.

Early in the design the consultant shall coordinate the selection of the materials and equipment with the City support departments.

#### **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 N/A - 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. 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, T.A.S, and Texas Department of Licensing and Regulation requirements.

**1.9 Surveys**

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

**1.10 Environmental Issues**

The designer shall not be responsible to provide asbestos, lead, mold, and other environmental surveys and/or studies.

**1.11 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 Development Department for review and approval during final design phase period. The designer shall be responsible to obtain approval from the City of El Paso Development 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 Development 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 Development 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.

**1.12 Pedestrian Control Plan not applicable**

**1.13 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 Development Department for review and approval.

#### **1.14 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.

#### **1.15 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.

#### **1.16 Permitting & Construction: The consultant shall submit the following for Permitting:**

- 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 details where required.

During the construction phase, the designer shall assist the Owner, as part of the base design contract, 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 reproducible (24"X36") and electronic format "as- built" drawings.

## **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 three (3) 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 review by Zoo staff the concept plan, shall include but not limited to elevations, building and site layout, design criteria, and renderings for approval. Renderings shall be utilized for City Council, donor, and public presentations; as well as social media and marketing.

#### **B. Preliminary Design: sixty (60) consecutive calendar days**

The consultant shall submit the following preliminary design submittal:

- Coversheet (90% complete)
- Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)

- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- Outline of Specs (90% complete)
- Cost Estimate

Upon the completion preliminary design phase, the designer shall submit three (3) copies on a 24"x36" format plus an electronic copy of the preliminary design documents for review. 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 three working days to present to the City. After meeting with the City the consultant shall have seven (7) consecutive calendar 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)
- Final Cost Estimate

Upon the completion final design phase, the designer shall submit three (3) copies of the construction drawings on a 24"x36" format and (2) copies of the technical specifications of the final design documents 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 Development Department for review and approval for permitting.



**D. Construction Closeout**

During construction project closeout the consultant shall produce and provide a set of drawings (24"X36") and electronic format "as-built" drawings. Criteria for specialized construction components may be required.

**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.

The designer shall make any adjustments to the drawings and project scope to bring the project within the project budget at no additional costs and within the timeframes previously established.

**2.3 Design Analysis:**

Design analysis shall include cooperating and working the Project Manager and Owner's Representative for all engineering calculations for review by the Owner, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

**3.0 GENERAL REQUIREMENTS AND CRITERIA:**

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

**3.2** Design must comply with Engineering & Construction Management 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.

**3.4** The designer shall submit all redlines to the owner when plan submittals are due.

**4.0 OTHER CONSIDERATIONS:**

**4.1** Work to be coordinated with the Engineering & Construction Management 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:**

- Concept Phase: 30 consecutive calendar days.
- Preliminary Design Phase: 60 consecutive calendar days.
- Final Design Phase: 30 consecutive calendar days.



September 28, 2015

Benjamin Ortega  
Capital Improvement Program Department  
City of El Paso  
218 N. Campbell – 2<sup>nd</sup> Floor  
El Paso, Texas 79901

Dear Mr. Ortega:

MNK is pleased to submit our revised fee proposal based on the clarifications received from our meeting and site visit yesterday. As you know, MNK has teamed up with Jones & Jones Architecture, a leading zoological design firm specializing in Natural Infrastructure, Living Cultures and Wildlife Conservation. In addition our team has ample qualifications and experience in the design and layout of zoo exhibits and animal holding facilities. Our team meets all qualifications and experience as outlined in your scoping document.

MNK/Jones & Jones is pleased to submit our fee proposal for design services for the El Paso Zoo's African Wetlands Red River Hog project. Together we look forward to being able to support the City in its efforts to create an exceptional facility that is well attuned to its surroundings and reflects its location and its character.

MNK understands the scope of work will include Basic Services (Concept Phase, Preliminary Design Phase and Final Design Phases only) for architectural, structural, mechanical, electrical, plumbing, landscaping, cost estimating and full surveying services. Per paragraph 5.0 of the scoping document, all services under CONSTRUCTION are not included in this fee proposal. We propose to utilize the following consultants for this project:

MNK Architects, Inc.	Architectural Design and Construction Documents
Jones & Jones	Zoological Consultant/Landscape Design
HKN Engineering	Structural Systems
Alegro Engineering	Mechanical and Plumbing Systems
SLI Engineering	Civil Engineering Design, and Surveying
Borunda & Associates	Electrical Systems
Desert Elements	Landscaping Irrigator and Landscape Construction Documents
PCC	Cost Estimating

**PROJECT SCHEDULE** – The proposed design time from the Concept Phase, Preliminary Design and Final Design Phases will be 120 Consecutive Calendar Days, from the time we receive authorization to proceed. As stated in the scoping document, should CONSTRUCTION services be requested, these would be billed per our hourly rates. The scope of work is anticipated to be performed with the following phases and timeliness outlined below:

<b>Concept Phase</b>	30 Consecutive Calendar Days
<b>Preliminary Design Phase</b>	60 Consecutive Calendar Days
<b>Final Design Phase</b>	30 Consecutive Calendar Days

Periods of time which the City of El Paso may require to review design submittals are in addition to the time frames above. MNK represents written authorization from the City of El Paso to move forward with each phase of the project, as they approve the work performed.

MNK understands the City of El Paso's project objectives and will be adhered to.

**BASIC SERVICES FEE:**

Design fees are typically calculated on a percentage of construction cost. Our Basic Services fee, including cost estimating, utility coordination and full surveying for the El Paso Zoo's African Wetlands Red River Hog project is: **\$70,291.50 (seventy thousand two hundred ninety one dollars and 50/100).**


**Billing will be as follows:**

Report Phase	\$ 0.00
Preliminary Design Phase	\$20,739.50
Pre-Final Design Phase	\$29,450.00
Final Design Phase	\$17,002.00
Bidding Phase	\$ 1,240.00
Construction Phase	\$ 1,860.00

Thank you for your consideration and the continued opportunity to work with your team at the City of El Paso. We hope that you find this proposal acceptable. If you require additional information, please let us know. We'd be glad to sit down and visit regarding the proposal.

Sincerely,

MNK Architects, Inc.



Renée Jiménez, AIA, LEED AP BD+C, CNU-A  
President | CEO



## **ATTACHMENT B**

### **MNK ARCHITECTS, INC. HOURLY BILLING RATE SCHEDULE January 1, 2015**

<b>CLASSIFICATION</b>	<b>RATE</b>
Principal	\$190.00
Principal 2nd Tier	\$180.00
Project Architect	\$125.00
Architect Intern III	\$115.00
Architect Intern II	\$99.00
Architect Intern I	\$92.00
Designer	\$89.00
Technician	\$75.00
Administration	\$88.00
Clerical	\$53.00



## Zoo African Wetlands Red River Hog

COUNSULTANT PROPOSALS ZOO WALL - revised fee					
HKN	Structural			\$1,500.00	
Alegro Engineering	Mechanical Plumbing			\$4,000.00	
Desert Elements	Landscape CD			\$6,000.00	
Jones and Jones	Landscape Design				
Borunda	Electrical			\$1,500.00	
SLI	Civil Engineering			\$4,200.00	
MNK/Jones and Jones	Architectural CD's			\$44,800.00	
Jones and Jones	Architectural DD				
BASIC SERVICES SUB-TOTAL				\$62,000.00	15% Admin
PCC	Estimating			\$3,410.00	\$3,921.50
CQC	Geotechnical				
Alegro, Borunda, SLI & MNK	Utility Cordination				
SLI	Partial Survey				
SLI	Survey			\$3,800.00	\$4,370.00
SLI	Civil Engineering			\$0.00	\$0.00
Jones and Jones	Life Support			\$0.00	\$0.00
Eckart	TDLR				
ADDITIONAL SERVICES SUB-TOTAL				\$7,210.00	\$8,291.50
Suroundings				\$0.00	\$0.00
Jones and Jones				\$0.00	\$0.00
ADDITIONAL REIMBURSABLES				\$0.00	\$0.00
TOTAL FEE				\$70,291.50	

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

For the Project known as "**African Wetlands Red River Hog**," 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 City Capital Improvement Department , in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**REPORT PHASE (Not Applicable)**

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 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.

**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND 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.
- 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



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

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.

**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:

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

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.
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

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

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.
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.

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

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**

*At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:*

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.
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

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

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 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.

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

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 EJCDC document 1910-8-D (1983 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 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.

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

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.

**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.

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

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.
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 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 "**African Wetlands Red River Hog**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **Seventy Thousand Two Hundred and Ninty One dollars and 50/100 DOLLARS (\$70, 291.50)** 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**

<b>Report Phase</b>	<b>\$ <u>          0          </u></b>
<b>Preliminary Design Phase</b>	<b>\$ <u>20,739.50</u></b>
<b>Pre-Final Design Phase</b>	<b>\$ <u>29,450.00</u></b>
<b>Final Design Phase</b>	<b>\$ <u>17,002.00</u></b>
<b>Bidding Phase</b>	<b>\$ <u>1,240.00</u></b>
<b>Construction Phase</b>	<b>\$ <u>1,860.00</u></b>

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

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

**Personal Automobile Mileage:** Up to the rate of 5.75cents 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. 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.

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

**DELIVERABLE SCHEDULE**

**REPORT PHASE (Not Applicable)**

The services called for in the Report Phase of this Agreement shall be completed and **0 copies** of the Preliminary Study and Report shall be submitted within N/A **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 **three copies** of any required documents and opinion of probable construction costs shall be submitted within **60 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 **three 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 **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **30 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **0 copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within N/A **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 electronic copy 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 24 x 36 drawings and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

## ATTACHMENT E

Client#: 1139608

MNKARC

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Southwest CL El Paso</b> <b>2505 E Missouri Ave</b> <b>El Paso, TX 79903</b> <b>915 544-3111</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 915 544-3111</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> <b>MNK Architects, Inc</b> <b>330 Eubanks Ct.</b> <b>El Paso, TX 79902</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A: Sentinel Insurance Company Ltd.</b>	
		<b>INSURER B: Texas Mutual Insurance Company</b>	
		<b>INSURER C: Argonaut Insurance Company</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		65SBATE3887	06/19/2015	06/19/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		65SBATE3887	06/19/2015	06/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	65SBATE3887	06/19/2015	06/19/2016	EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SBP0001135243	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<b>Professional</b>		IAE1234803	08/16/2014	08/16/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**RE: Architectural Services 2013-On Call. The General Liability includes an endorsement providing 30 days notice of cancellation (or coverage change) (See Attached Descriptions)**


## CERTIFICATE HOLDER

## CANCELLATION

City of El Paso  
 Two Civic Center Plaza, 4th  
 Floor  
 El Paso, TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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## DESCRIPTIONS (Continued from Page 1)

will be furnished to the certificate holder, except for 10 days notice for nonpayment of premium (See Endmt SS10 11 attached). The Workers Compensation includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it (See Endmt WC420304A attached).



# **Red River Hog-El Paso Zoo Program**

## **Professional Services Agreement**

### **October 6, 2015**

*"Delivering Outstanding Services"*



# African Wetlands Red River Hog

## Professional Services Agreement

### **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***



# African Wetlands Red River Hog

## Scope of Work

**Firm will design and prepare construction drawings for the following:**

- **Holding area of approximately 600 square feet for Red River Hogs and an outdoor habitat**
- **The building will be finished with shotcrete to mimic an African habitat**
- **Design for specialty construction for animal containment compromised of intricate cable system for sliding doors**





# African Wetlands Red River Hog

## Proposed Concept



*"Delivering Outstanding Services"*



# African Wetlands Red River Hog

## 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 MNK Architects, Inc. as the most qualified consultant
- Award amount: \$70,291.50
- Timeframe:  
Design Phase 120 calendar days



# African Wetlands Red River Hog

End of Presentation

## Questions & Comments

*"Delivering Outstanding Services"*