

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

**DEPARTMENT:** Capital Improvement

**AGENDA DATE:** January 8, 2019

**CONTACT PERSON/PHONE:** Yvette Hernandez, P.E., CID Director of Grant Funded Programs, 212-0065

**DISTRICT(S) AFFECTED:** 6

**STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management**

**SUBJECT:**

**NOTICE FOR NOTATION**

Pursuant to the delegation of authority granted to the City Manager by resolution dated December 8, 2015, the City Manager has executed the Third Amendment to the Interlocal Agreement for the Development of Winn Road between the City of El Paso and the Camino Real Regional Mobility Authority (CRRMA) for additional professional services for coordination and right of way acquisition services. This notation is to comply with the requirement in the resolution that an item be placed on the City Council agenda for notation whenever the City Manager approves such an amendment.

**BACKGROUND / DISCUSSION:**

On December 8, 2015 the City Council approved a resolution authorizing the City Manager to approve and sign, in consultation with the Mayor and approval by the City Attorney, amendments to the Agreement with CRRMA, and that an item be placed on the City Council agenda for notation to advise council whenever the City Manager has approved an amendment. The City has agreed to increase the available budget by \$45,372.87 for coordination and right of way acquisition services related to private parcels needed for the Winn Road Project. This amendment to the Interlocal Agreement with the CRRMA is to allow for the use of these additional funds.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided?  Yes or  Not Applicable (Routine)  
If yes, select the applicable districts.

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8
- All Districts

**PRIOR COUNCIL ACTION:**

November 12, 2013, City Council approved Local Transportation Project Advance Funding Agreement for Phase I Improvements to Winn Rd. from the intersection of Pan American Dr. to the Border Safety Inspection Facility.

December 8, 2015, City Council approved the Interlocal Agreement for the Development of Winn Rd by and between the City of El Paso and the Camino Real Regional Mobility Authority for project planning and construction services.

February 28, 2017 Notice for Notation posted on City Council Agenda for Advance Funding Agreement Amendment #1 to the Local Transportation Project Advance Funding Agreement to reflect changes in project cost and amend the scope of work.

August 21, 2018 Notice for Notation posted on City Council Agenda for Advance Funding Agreement Amendment #2 to the Local Transportation Project Advance Funding Agreement to increase available budget by \$17,028.26 for right of way acquisition services.

**AMOUNT AND SOURCE OF FUNDING:**

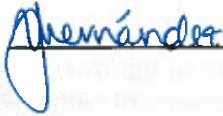
580160-190-4510-28320-PCP10TRAN110 2010 Transportation CO's \$45,372.87

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

 \_\_\_\_\_

COUNTY OF EL PASO )  
 )  
STATE OF TEXAS )

**AMENDMENT NO. 3 TO THE  
INTERLOCAL AGREEMENT FOR THE  
DEVELOPMENT OF WINN ROAD**

**THIS AMENDMENT NO. 3** (the "Amendment") is made and entered into as of the 24<sup>th</sup> day of October, 2018, by and between the **CITY OF EL PASO, TEXAS** (the "City") and the **CAMINO REAL REGIONAL MOBILITY AUTHORITY** (the "CRRMA"), each to be referred to herein individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the City is a Home Rule City operating pursuant to the laws of the State of Texas; and

**WHEREAS**, the CRRMA is a regional mobility authority created and operating pursuant to Chapter 370 of the Texas Transportation Code and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, Section 370.033 of the Texas Transportation Code permits the CRRMA to enter into an agreement under which the CRRMA may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another governmental entity if the transportation project is located in the CRRMA's area of jurisdiction or in a county adjacent to the CRRMA's area of jurisdiction; and

**WHEREAS**, the CRRMA and City entered into an Interlocal Agreement for the Development of Winn Road dated December 8, 2015 (Interlocal Agreement) wherein the City agreed to provide available funding for the Winn Road Project to the CRRMA and the CRRMA agreed to use those funds, and such other funds which may be designated by the City from time to time, to finance and pay for the design and/or construction of such project; and

**WHEREAS**, the CRRMA and City have twice amended the Interlocal Agreement, wherein the City made additional funds available to the CRRMA for the completion of the design services and additional ROW activities were added to the Winn Road Project scope; and

**WHEREAS**, the City has requested additional coordination and ROW mapping services for the Winn Road Project and the parties now desire to further amend the Interlocal Agreement for the City to provide additional funds to the CRRMA in order to complete such additional services; and

**WHEREAS**, pursuant to the Interlocal Agreement, the City Manager or his designee is authorized to sign amendments to the Interlocal Agreement to make additional funding available to the CRRMA.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

**1. Project Budget and Scope of Work.** The City has access to additional funds that may be used for additional coordination and right of way mapping services necessary for the Winn Road Project. Pursuant to and in accordance with Article II, Section A.3. of the Interlocal Agreement, the City now desires to make such additional project funds available to the CRRMA. The Parties hereby agree to revise **EXHIBIT A** of the Interlocal Agreement, as amended, such that the Winn Road Project – Available Budget shall be increased by \$45,372.87 for the additional coordination and right of way mapping services requested by the City. These additional funds may only be used by the CRRMA for coordination and right of way mapping services related to private parcels needed for the Winn Road Project. Further, any proposed acquisitions arising from the right of way acquisition services referenced herein shall be paid for with separate funds.

**2. Effective Date.** This Amendment becomes effective upon the date first written above, and the Parties will consider it to be in full force and effect until the Winn Road Project has been completed and accepted, the Interlocal Agreement is terminated, or as otherwise agreed to in writing by the Parties.

**3. Signatory Warranty.** Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

**4. Ratification.** Except as expressly amended by this Amendment, the Interlocal Agreement, as amended, and its exhibits shall remain in full force and effect.


[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

CITY OF EL PASO

  
for  
Tomás González  
City Manager

APPROVED AS TO FORM:

  
Sol M. Cortez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
Yvette Hernandez, P.E.,  
Interim Grant Funded Programs Director

CAMINO REAL  
REGIONAL MOBILITY AUTHORITY

  
Raymond L. Telles  
Executive Director



**EXHIBIT B-2****SERVICES TO BE PROVIDED BY THE ENGINEER****I. PROJECT SUMMARY**

Additional Professional Services will be provided by the Engineer to produce preliminary plan documents and final plans, specifications, and estimates (PS&E) for the widened roadway. These services generally include additional coordination to prepare presentation material, additional coordination and meetings, and attendance in Austin, TX for the Consultative Call as requested by the City of El Paso and TXDOT. The additional work included several revisions to additional information requested for the Decision Form/Project of Local Air Quality Concern (POAQC). Bi Weekly meetings leading up to and after the meeting.

Additional services also included the additional survey work required for the additional parcels for the Right of way acquisition.

**II. SERVICES TO BE PROVIDED BY THE ENGINEER**

The services to be provided by the Engineer may include, but is not limited to, the following key elements:

- Right-of-Way Mapping
- Public Involvement Activities
- Schematic Design

**A. Right-of-Way Mapping**

3. Prepare right of way map and property description for the project limits.

3.2. Prepare ADDITIONAL ROW map (descriptions, calculation, metes and bounds) for additional parcels for acquisition.

**Deliverables**

- Complete right of way map and property descriptions throughout project corridor
- Complete right of way map and property descriptions for offsite ponding areas

**B. Public Involvement Activities**

4. Public Involvement Program. The Engineer shall implement the public involvement program to support the EA process in accordance with 23 CFR 771, 36 CFR 800 and TAC Title 43, Part 1, Chapter 2. Activities include:

- 4.5. Prepare materials (PowerPoint) and attend Consultative Call in Austin.
- 4.6. Schedule, conduct and attend coordination meetings (biweekly) to respond to Consultative Call Comments.
- 4.7. Additional coordination from extension of time frame, additional meetings with TXDOT.

**Deliverables**

- PowerPoint for Consultative Call

**C. Schematic Design**

- 5. Other Items to support the engineering design effort:
  - 5.8. Traffic-related input on Decision Form/Project of Local Air Quality Concern (POAQC)
  - 5.9. Intersection analysis for years 2020 and 2040 build and no-build
  - 5.10. Traffic projections methodology memo update
  - 5.11. Coordination/Meetings/Conference calls to discuss Winn Road Traffic
  - 5.12. Addressing TxDOT comments
  - 5.13. Addressing FHWA comments

**Deliverables**

- Traffic Data inputs for POAQC

CEA Group  
Winn Road Improvements

Company	Fee
CEA Group	\$20,353.38
Kimley Horn & Associates	\$11,593.59
Frank X. Spencer & Associates	\$8,135.46
AMEC Foster Wheeler	\$0.00
Lisa McNeilis Landscape Architect	\$0.00
Cox Mclain Environmental Consulting	\$5,290.44
Altura Solutions	\$0.00
Blanton & Associates	\$0.00
[Firm Name, S8]	\$0.00
<b>Total</b>	<b>\$45,372.87</b>



**CEA Group  
Winn Road Improvements**

Task	CEA Group	Kimley Horn & Associates	Frank X. Spencer & Associates	AMEC Foster Wheeler	Lisa McNellis Landscape Architect	Cox McInnis Environmental Consulting	Altura Solutions	Blanton & Associates	[Firm Name, \$B]
A. Project Management	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00			
B. Surveying	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00			
C. Right-Of-Way Mapping	\$0.00	\$0.00	\$8,135.46	\$0.00		\$0.00			
D. Geotechnical Investigations	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00			
E. Environmental Studies	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00			
F. Public Involvement Activities	\$16,272.46	\$0.00	\$0.00	\$0.00		\$5,290.44			
G. Schematic Design	\$0.00	\$11,593.59	\$0.00	\$0.00		\$0.00			
H. Drainage Study	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00			
I. Stakeholder Coordination	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00			
J. Plans, Specifications and Estimates (PS&E)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00			
K. Utility Coordination	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00			
<b>Sub Totals</b>	<b>\$16,272.46</b>	<b>\$11,593.59</b>	<b>\$8,135.46</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,290.44</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Direct Expenses	\$2,080.92	\$0.00	\$0.00	\$0.00		\$0.00			
<b>Totals</b>	<b>\$20,353.38</b>	<b>\$11,593.59</b>	<b>\$8,135.46</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,290.44</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total</b>									<b>\$45,372.87</b>

Participation Percentage

44.86%

25.55%

17.93%

0.00%

0.00%

11.66%

0.00%

0.00%

0.00%

Total DBE Percentage: 74.45%

CEA Group  
Winn Road Improvements

Other Direct Expenses	UNITS		RATE	
Lodging/Hotel (Taxes/fees not included)	4	night	203.00	\$812.00
Meals (overnight stay required)	4	day	36.00	\$144.00
Rental Car (Tax/fees not included)	1	day	135.00	\$135.00
Mileage		mile	0.58	\$0.00
SUV or ATV Rental		day	0.00	\$0.00
Air Travel	2	each	449.96	\$899.92
Parking	3	day	30.00	\$90.00
Taxi/Cab fare		each	0.00	\$0.00
Standard Postage		letter	1.00	\$0.00
Overnight express-letter size		each	0.00	\$0.00
Overnight express-oversized box		each	0.00	\$0.00
Courier Services		each	0.00	\$0.00
8½"X11" B/W Paper Copies		each	0.12	\$0.00
11"X17" B/W Paper Copies		each	0.25	\$0.00
8½"X11" Color Paper Copies		each	0.50	\$0.00
11"X17" Color Paper Copies		each	0.75	\$0.00
CADD Plotting		linear foot	3.00	\$0.00
Digital Ortho Plotting		linear foot	0.00	\$0.00
Law Enforcement/Uniform Officer		hour/officer	0.00	\$0.00
Notebooks		each	0.00	\$0.00
Hazardous Materials Database Search		per search	0.00	\$0.00
Backhoe Rental		day	0.00	\$0.00
Boards for Public Meeting		each	300.00	\$0.00
Potholing existing water line, up to 10 feet deep		each	0.00	\$0.00
Translation Services		hour	0.00	\$0.00
Court Reporter		hour	0.00	\$0.00
Traffic Counter Field Supplies		each	0.00	\$0.00
<b>Other Direct Expense Total</b>				<b>\$2,080.92</b>

**CEA Group  
Winn Road Improvements**

Task Description	SENIOR PROJECT MANAGER	SENIOR BRIDGE ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ADMIN / CLERICAL (ENG)	TOTAL LABOR HOURS	TOTAL LABOR COST
<b>F. Public Involvement Activities</b>							114	\$ 18,272.46
<b>1. Public Involvement Program</b>							114	\$ 18,272.46
<b>1.1 Public Involvement Plan</b>							0	\$ -
1.1.1 Prepare public involvement plan to engage stakeholders and outreach activities							0	\$ -
<b>1.2 Contact Mailing List and Database</b>							0	\$ -
1.2.1 Compile and maintain contact list and database of stakeholders							0	\$ -
1.2.2 Prepare and maintain Federal and TXDOT Legislative Maps							0	\$ -
<b>1.3 Development of Website Material</b>							0	\$ -
1.3.1 Prepare website material to be uploaded to CRRMA website							0	\$ -
1.3.2 Provide responses of public comments per meeting/hearing submitted via CRRMA website							0	\$ -
<b>1.4 Agency Coordination</b>							0	\$ -
1.4.1 Schedule, conduct and attend agency coordination meetings							0	\$ -
1.4.2 Prepare draft and final agendas, exhibits, handouts, etc							0	\$ -
1.4.3 Prepare draft and final meeting notes							0	\$ -
1.4.4 Document comments received and prepare responses							0	\$ -
1.4.5 Prepare Materials and Attend Consultative Call	14		28			26	68	\$ 10,420.82
1.4.6 Schedule, conduct and attend coordination meetings to respond to Consultative Call Comments	4		20			10	34	\$ 5,498.56
1.4.7 Additional coordination from extension to time frame, additional meetings with TXDOT	4		8				12	\$ 2,353.08
<b>Deliverables</b>							0	\$ -
<b>HOURS SUB-TOTALS</b>	22	0	56	0	0	36	114	
<b>CONTRACT RATE PER HOUR</b>	\$204.09	\$0.00	\$192.09	\$162.67	\$132.06	\$84.04		
<b>TOTAL LABOR COSTS</b>	\$4,489.98	\$0.00	\$10,757.04	\$0.00	\$0.00	\$3,025.44	\$18,272.46	
<b>% DISTRIBUTION OF STAFF HOURS</b>	19.30%	0.00%	49.12%	0.00%	0.00%	31.58%		
<b>TOTAL PROJECT HOURS</b>	22	0	56	0	0	36	114	
<b>PROJECT TOTALS</b>	\$4,489.98	\$0.00	\$10,757.04	\$0.00	\$0.00	\$3,025.44	\$18,272.46	
<b>TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS</b>	19.30%	0.00%	49.12%	0.00%	0.00%	31.58%		



**Frank X. Spencer & Associates  
Winn Road Improvements**

Task Description	CADD OPERATOR	ADMIN / CLERICAL (ENG)	SURVEY PROJECT MANAGER	REGISTERED PROFESSIONAL LAND SURVEYOR	SURVEY TECHNICIAN	ADMIN / CLERICAL (SURV)	TOTAL LABOR HOURS	TOTAL LABOR COST
<b>C. Right-of-Way Mapping</b>							78	\$ 8,135.46
1. Perform Right-of-Way Survey							0	\$ -
2. Acquire Permission for Right of Entry							0	\$ -
3. Prepare Right of Way Map							78	\$ 8,135.46
3.1 Prepare ROW map sheets, in surface coordinates, for roadway alignment							0	\$ -
3.2 Prepare ADDITIONAL property descriptions and calculations (parcels) for Acquisition	20		6	12	40		78	\$ 8,135.46
3.3 Prepare ROW map sheets for offsite ponding areas							0	\$ -
3.4 Set ROW monuments							0	\$ -
<b>Deliverables</b>							0	\$ -
1. ROW Maps and property descriptions for project corridor							0	\$ -
2. ROW maps and property descriptions for offsite ponding areas							0	\$ -
3. Monumentation throughout project corrido							0	\$ -
<b>HOURS SUB-TOTALS</b>	20	0	6	12	40	0	78	
<b>CONTRACT RATE PER HOUR</b>	\$73.45	\$70.26	\$196.09	\$168.36	\$86.74	\$70.26		
<b>TOTAL LABOR COSTS</b>	\$1,469.00	\$0.00	\$1,176.54	\$2,020.32	\$3,469.60	\$0.00	\$8,135.46	
<b>% DISTRIBUTION OF STAFF HOURS</b>	25.64%	0.00%	7.69%	15.38%	51.28%	0.00%		
<b>TOTAL PROJECT HOURS</b>	20	0	6	12	40	0	78	
<b>PROJECT TOTALS</b>	\$1,469.00	\$0.00	\$1,176.54	\$2,020.32	\$3,469.60	\$0.00	\$8,135.46	
<b>TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS</b>	25.64%	0.00%	7.69%	15.38%	51.28%	0.00%		

**Cox McIn Environmental Consulting  
Winn Road Improvements**

Task Description	SENIOR PROJECT MANAGER	ENVL. PROJECT MANAGER	SR. ENV. SCIENTIST II	SR. ENV. SCIENTIST I	ENVL. PROFESSIONAL II	ADMIN / CLERICAL (ENVL)	TOTAL LABOR HOURS	TOTAL LABOR COST
F. Public Involvement Activities							40	\$ 5,290.44
1. Public Involvement Program							40	\$ 5,290.44
1.1 Public Involvement Plan							0	\$ -
1.1.1 Prepare public involvement plan to engage stakeholders and outreach activities							0	\$ -
1.2 Contact Mailing List and Database							0	\$ -
1.2.1 Compile and maintain contact list and database of stakeholders							0	\$ -
1.2.2 Prepare and maintain Federal and TXDOT Legislative Maps							0	\$ -
1.3 Development of Website Material							0	\$ -
1.3.1 Prepare website material to be uploaded to CRRMA website							0	\$ -
1.3.2 Provide responses of public comments per meeting/hearing submitted via CRRMA website							0	\$ -
1.4 Agency Coordination							0	\$ -
1.4.1 Schedule, conduct and attend agency coordination meetings							0	\$ -
1.4.2 Prepare draft and final agendas, exhibits, handouts, etc							0	\$ -
1.4.3 Prepare draft and final meeting notes							0	\$ -
1.4.4 Document comments received and prepare responses							0	\$ -
1.4.5 Prepare Materials and Attend Consultative Call		2		4			6	\$ 790.28
1.4.6 Schedule, conduct and attend coordination meetings to respond to Consultative Call Comments							0	\$ -
1.4.7 Additional coordination from extension to time frame, additional meetings with TXDO		16		16		2	34	\$ 4,500.16
HOURS SUB-TOTALS	0	18	0	20	0	2	40	
CONTRACT RATE PER HOUR	\$0.00	\$153.68	\$131.71	\$120.74	\$03.30	\$54.88		
TOTAL LABOR COSTS	\$0.00	\$2,765.88	\$0.00	\$2,414.80	\$0.00	\$109.76	\$5,290.44	
% DISTRIBUTION OF STAFF HOURS	0.00%	45.00%	0.00%	50.00%	0.00%	5.00%		
TOTAL PROJECT HOURS	0	18	0	20	0	2	40	
PROJECT TOTALS	\$0.00	\$2,765.88	\$0.00	\$2,414.80	\$0.00	\$109.76	\$5,290.44	
TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS	0.00%	45.00%	0.00%	50.00%	0.00%	5.00%		