

CITY CLERK DEPT.

2016 JAN -6 PM 2:19

CITY OF EL PASO, TEXAS

AGENDA ITEM

DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Capital Improvement Department

AGENDA DATE: January 12, 2016

CONTACT PERSON NAME AND PHONE NUMBER: Monica Lombraña, A.A.E. Capital Improvement Director 212-1831  
Jay Banasiak, Sun Metro Director, 212-3300

DISTRICT(S) AFFECTED: 2, 4, 8

**SUBJECT:**

A resolution that the City Manager be authorized to sign a Second Amendment to the Agreement for Professional Services by and between the CITY OF EL PASO and Huitt-Zollars, Inc., a Texas Corporation, for a project known as "Dyer Corridor Rapid Transit System (Dyer RTS)" for additional to provide additional preliminary design services for traffic control and landscape and irrigation plan modifications at an additional cost of Eighty Two Thousand Seven Hundred Forty Two and 00/Dollars (\$82,742.00) thereby extending the contract amount from \$2,193,739.00 to \$2,276,481.00. Funding source: 2011 Certificates of Obligation

**BACKGROUND / DISCUSSION:**

These supplemental design services address design modifications requested by the Texas Department of Transportation (TxDOT). During review meetings, the TxDOT Safety Review Committee required the City to narrow the existing medians at three stations (inbound and outbound) during construction in order to maintain 11 foot lanes. At TxDOT's request, the City also agreed to relocate the inbound Ellerthorpe station to the south side of the intersection to increase pedestrian visibility. TxDOT also requested additional traffic analysis at the Copia & Pershing intersection as well as additional utility coordination prior to starting construction. The supplemental design services also include additional landscaping design at the Montana & St. Vrain station.

**PRIOR COUNCIL ACTION:**

December 11, 2012- Award in the amount of \$1,905,330.00  
December 9, 2014- approval of 1<sup>st</sup> amendment \$288,409.00

**AMOUNT AND SOURCE OF FUNDING:**

\$82,742.00 2011 Certificates of Obligation

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

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## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Second Amendment to the Agreement for Professional Services by and between the **CITY OF EL PASO** and **Huitt-Zollars, Inc.**, a Texas Corporation, for a project known as **"Dyer Corridor Rapid Transit System (Dyer RTS)"** for additional to provide additional preliminary design services for traffic control and landscape and irrigation plan modifications at an additional cost of Eighty Two Thousand Seven Hundred Forty Two and 00/Dollars (\$82,742.00) thereby extending the contract amount from \$2,193,739.00 to \$2,276,481.00.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

CITY OF EL PASO:

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

ATTEST:

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

APPROVED AS TO FORM:

Sol M. Cortez  
Sol M. Cortez  
Assistant City Attorney

APPROVED AS TO CONTENT:

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

CITY CLERK DEPT.

THE STATE OF TEXAS     )     2016 JAN -6 ~~SECOND~~ AMENDMENT  
                                      )                                     AGREEMENT  
COUNTY OF EL PASO     )                                     FOR PROFESSIONAL SERVICES

This Second Amendment to that certain Agreement for Professional Services is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of El Paso, a Texas municipal corporation (the "**Owner**"), and Huitt-Zollars, Inc., (the "**Consultant**").

**WHEREAS**, on December 11, 2012, the Owner entered into an Agreement for Professional Services (the "**Agreement**") with the Consultant for a Project known as "Dyer Corridor Rapid Transit System (Dyer RTS)" (the "**Project**");

**WHEREAS**, the Agreement may be amended under the provisions of Section 3.2 and Attachment "C"; and

**WHEREAS**, the Agreement further provides that the City Engineer may authorize additional services in an amount not to exceed \$50,000.00; and

**WHEREAS**, on December 9, 2014, the parties entered into a First Amendment to the Agreement to provide additional architectural and engineering services in the preliminary and construction phases of the project at an additional cost of \$288,409.00, thereby extending the contract amount from \$1,905,330.00 to \$2,193,739.00.

**WHEREAS**, the parties hereto further desire to amend the Agreement to provide additional preliminary design services for traffic control and landscape and irrigation plan modifications at an additional cost of \$82,742.00, thereby extending the contract amount from \$2,193,739.00 to \$2,276,481.00.

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

1.     **Scope of Services.** The Owner hereby authorizes the Consultant to continue to perform the Services as described in Attachment "A" of the Agreement as well as perform the additional services as further described in Attachment "A" to this Second Amendment.
2.     **Payments to Consultant.** Payments to the Consultant shall be made pursuant to the schedule enumerated within Attachment "D" of the Agreement. Payment to the Consultant for the additional services the subject of this Second Amendment shall not exceed Eighty Thousand Seven Hundred Forty Two and 00/Dollars (\$82,742.00).
3.     **Time of Completion.** The additional services the subject of this Second Amendment shall be completed within the original project schedule as set forth in the Agreement, following the Owner's written Notice to Proceed to the Consultant.

4. **Terms and Conditions.** All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**THE CITY OF EL PASO:**

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

**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

**ACKNOWLEDGEMENTS**

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016,  
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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(Signatures continue on following page)

CONSULTANT: HUITT-ZOLLARS,  
INC.

By: Isabel Vasquez  
By: Isabel Vasquez, P.E.  
Title: Vice-President

THE STATE OF TEXAS §  
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 5<sup>th</sup> day of January, 2016,  
by Isabel Vasquez, P.E., as Vice-President of Huitt-Zollars, Inc.

Benjamin Ortega  
Notary Public, State of Texas

My commission expires:

3/10/2019

