

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

**DEPARTMENT:** Capital Improvement

**AGENDA DATE:** January 22, 2019

**CONTACT PERSON/PHONE:** Yvette Hernandez, P.E., CID Director of Grant Funded Programs, 212-1860  
Sam Rodriguez, P.E., City Engineer, 212-0065

**DISTRICT(S) AFFECTED:** 8

**STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network**

**SUBJECT:**

That the City Manager be authorized to sign the Third Amendment to the Agreement for Professional Services by and between the City of El Paso and CEA Engineering Group, Inc., d/b/a CEA Engineering Group, a Texas Corporation, for a project known as "Central Business District Phase IV", for Consultant to update and complete the design work to reflect the changes in the site conditions, complete review of TxDOT submittals, prepare the required NEPA environment document and complete the bidding and construction phases of the project at the renegotiated remaining fees due, for at an additional cost of \$478,918.99.00, thereby extending the contract amount from \$1,570,658.12 to \$2,049,577.11.

**BACKGROUND / DISCUSSION:**

The Central Business District Phase IV project includes the design and construction of street improvements of five downtown streets (Sixth St., Father Rahm, Oregon St, Campbell St. and Kansas St.). The improvements also include the conversion to two-way traffic for Campbell Street and Kansas Street from Paisano to Loop 375.

This contract amendment updates and completes the previous design work to reflect changes in the site conditions, includes all required TxDOT submittals as well as the federally required environmental document, and bidding and construction phase services.

The original agreement for professional services was approved on October 23, 2012. On November 25, 2013, the first amendment was approved to add specified federal clauses. A second contract amendment was approved on February 6, 2014 to address changes in the project limits and additional design, survey, and geotechnical services. Design plans and specifications were completed through the prefinal phase, however, the project was moved to Fiscal Year 2020.

**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

## RESOLUTION

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

That the City Manager be authorized to sign the Third Amendment to the Agreement for Professional Services by and between the City of El Paso and CEA Engineering Group, Inc., d/b/a CEA Engineering Group, a Texas Corporation, for a project known as "Central Business District Phase IV", to revise the language regarding the Consultant's Quality of Work and for Consultant to update and complete the design work to reflect the changes in the site conditions, complete review of TxDOT submittals, prepare the required NEPA environment document and complete the bidding and construction phases of the project at the renegotiated remaining fees due, for an additional cost of \$478,918.99, thereby extending the contract amount from \$1,570,658.12 to \$2,049,577.11.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

CITY OF EL PASO:

\_\_\_\_\_  
Dee Margo,  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine,  
City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT

\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

THIRD AMENDMENT  
AGREEMENT  
FOR PROFESSIONAL SERVICES

This Third Amendment to that certain Agreement for Professional Services is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of El Paso, a Texas municipal corporation (the "**Owner**"), and CEA Engineering Group, Inc., d/b/a/ CEA Engineering Group (the "**Consultant**").

**WHEREAS**, on October 23, 2012, the Owner entered into an Agreement for Professional Services (the "**Agreement**") with the Consultant for a Project known as "**Central Business District Phase IV**" (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 November 25, 2013, the Owner and Consultant entered into a First Amendment to the Agreement to provide for the addition of specified federal contract clauses requested by TxDOT; and

**WHEREAS**, on February 6, 2014, the Owner and Consultant entered into a Second Amendment to the Agreement for Consultant to provide additional services for a revised scope of work to eliminated El Paso Street and 4<sup>th</sup> Street; addition of Father Rahm from Campbell to Santa Fe; and new limits of Oregon from Paisano to Sixth Street; and new limits of Sixth Street from Campbell to El Paso Street at an additional cost of \$35,658.12, thereby extending the contract amount from \$1,535,000.00 to \$1,570,658.12; and

**WHEREAS**, pursuant to Section 4.2 of the Agreement, the Owner has determined that the Agreement is in full force past the twelve-month period after the completion of services called for in the phase of work las authorized; and

**WHEREAS**, pursuant to Section 4.2 of the Agreement, the City and Consultant have renegotiated the remaining fees due to the a suspension of the services for a period longer than six months; and

**WHEREAS**, the parties desire to enter into a Third Amendment to the Agreement for Consultant to update and complete the design work to reflect the changes in the site conditions, complete review of TxDOT submittals, prepare the required NEPA environmental document and complete the bidding and construction phases of the project at the renegotiated remaining fees due, for at an additional cost of \$478,918.99, thereby extending the contract amount from \$1,570,658.12 to \$2,049,577.11.

**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 Third 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 Third Amendment shall not exceed FOUR HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED EIGHTEEN AND 99/100 DOLLARS (\$478,918.99).
3. **Time of Completion.** The additional services the subject of this Third 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**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
FOR Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

**CONSULTANT**  
CEA ENGINEERING GROUP, INC.,  
DBA CEA ENGINEERING GROUP

\_\_\_\_\_  
By: Ruben Chavez, P.E.  
Title: Principal

*(Acknowledgments on following page)*

**ACKNOWLEDGEMENTS**

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

          This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by **Tomás González, as City Manager of the City of El Paso, Texas.**

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

**My commission expires:**

\_\_\_\_\_

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

          This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by **Ruben Chavez, P.E., as Principal of CEA Engineering Group, Inc., dba CEA  
Engineering Group.**

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

**My commission expires:**

\_\_\_\_\_

## **EXHIBIT “A”**



Castner Center @ Transmountain  
4712 Woodrow Bean, Ste. F  
El Paso, TX 79924  
Office: 915.544.5232  
Fax: 915.544.5233  
web: www.ceagroup.net

December 17, 2018

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

Attention: Ms. Margaret Schroeder, P.E.  
Project Manager

Reference: **Fee Proposal for Professional Services (Design, Bidding & Construction Administration)-CBDIV 2<sup>nd</sup> Revision**

Dear Ms. Schroeder:

At the direction and request of the City of El Paso, we are pleased to submit our revised fee proposal for professional services related to the updating of the CBDIV Improvement Project. The purpose of the project is to update the improvement plans to incorporate the streetcar improvements and coordination with TxDOT as per funding source requirements.

The proposed project design included in this scope of services are based on the topographic and improvement survey performed in February of 2014. At the direction of the City of El Paso, a recommended update to the overall design survey will not be performed. Updated survey will only be performed at the intersections of Paisano at Kansas, Kansas at Father Rahm and Oregon at Father Rahm. Based on the limited updates to the overall survey, CEA Group and its Consultants cannot guarantee the accuracy of all existing conditions/improvements that have been constructed or altered since the date of the original survey. Design elements that interface with any improvements/modifications may require field changes that are not included as part of this scope.

Roadway designs are based on previously established and accepted cross sections as submitted in the original Pre-Final (80%) Submittal dated January 27, 2015.

Schematic Design Phase and 30% PS&E Phase services are not included as part of this Scope of Work.

We propose to subcontract with the following sub-consultants:

- Moreno Cardenas Inc. for street design, drainage, and signing and striping services.
- Brock & Bustillos Inc. for surveying services and design.
- Altura for TDLR review.
- Desert Elements for landscape & irrigation design.
- RBM for illumination services.
- Blanton & Associates for environmental studies.



Ms. Margaret Schroeder, P.E.  
City of El Paso – CIP Department  
CBDIV Update Fee Proposal  
December 17, 2018  
Page 2

Our fee for the design services described in the enclosed Scope of Work and fee breakdown will be as follows:

DESIGN LABOR:	\$	175,542.00
SUBCONSULTANTS (w/markup):	\$	416,558.10
DIRECT EXPENSES (w/markup):	\$	31,831.10
UTILITY POTHOLE	\$	22,000.00
TOTAL DESIGN FEE:	\$	645,932.00

The Bidding and Construction Administration efforts shall be billed based on the approved hourly rates for this contract. The estimate for Time and Materials is as follows:

BIDDING & CONSTRUCTION ADMIN LABOR:	\$	87,814.00
SUBCONSULTANTS (w/markup):	\$	90,510.00
DIRECT EXPENSES (w/markup):	\$	5,431.00
TOTAL BID & CONSTRUCTION FEE:	\$	183,755.00
 SUBTOTAL FEE:	 \$	 829,687.00
CREDIT (EXISTING CONTRACT REMAINING):	(\$	350,768.01)
TOTAL CONTRACT AMENDMENT:	\$	478,918.99

Submittals will be made in accordance with the standard contract requirements. This includes all required sets at time intervals described above. We will coordinate this with your staff and TxDOT to ensure adequate timing. We are requesting from the City of El Paso for payments to the Consultant to occur in a monthly basis.

If you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,  
CEA Group

Frank A. Corral, P.E.  
Project Manager

lp-cep\_cbddiv update  
FAC/fac

Enclosures:

Attachment A – Scope of Services  
Attachment B – Project Budget Worksheet • planners