

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

DEPARTMENT: Capital Improvement

AGENDA DATE: February 4, 2020

CONTACT PERSON/PHONE: Sam Rodriguez, City Engineer, (915)212-1845
Monica Lombrana, Operations and Transportation Officer
(915)212-7301

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 1 Create an Environment Conducive to Strong, Sustainable, Economic Development

SUBJECT:

That the City Manager be authorized to sign a First Amendment Agreement for Professional Services by and between the CITY OF EL PASO and PARKHILL, SMITH & COOPER, INC., a Texas Corporation, for a project known as "FIXED BASE OPERATOR RAMP ADDITION AND TAXIWAY U & V REALIGNMENT" for additional basic services for an amount not to exceed ONE HUNDRED THIRTY-FOUR THOUSAND THIRY-THREE AND 00/100 DOLLARS (\$134,033.00) thereby extending the contract amount from \$629,834.00 to \$763,867.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

Parkhill Smith and Cooper was awarded "EPIA FBO Ramp Extension and Taxiway U & V Realignment on August 7, 2018. For a total contract amount of \$629,834.00.

This is the first amendment to the professional services agreement. The total cost for additional service is \$134,033.00. The additional services include additional design concerning the FAA fiber lines located within the project footprint as well as additional drainage and pavement design.

PROTEST

No protest received for this requirement.

Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? Yes or No

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:

August 7, 2018 Award of Agreement for Professional Services to Parkhill Smith and Cooper Inc., in the amount of \$629,834.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$134,033.00

Source: FAA Grant and Airport Enterprise

580270 – 62335 – 3010 – 562 – G62A193801

580270 – 62330 – 3080 – 562 - G62A193801

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Sam Rodriguez, City Engineer

RESOLUTION

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

That the City Manager be authorized to sign a First Amendment Agreement for Professional Services by and between the CITY OF EL PASO and **PARKHILL, SMITH & COOPER, INC**, a Texas Corporation, for a project known as “ **FIXED BASE OPERATOR RAMP ADDITION AND TAXIWAY U & V REALIGNMENT**” for additional basic services for an amount not to exceed **ONE HUNDRED THIRTY-FOUR THOUSAND THIRTY-THREE AND 00/100 DOLLARS (\$134,033.00)** thereby extending the contract amount from \$629,834.00 to \$763,867.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

ADOPTED THIS _____ DAY OF _____ 2020.

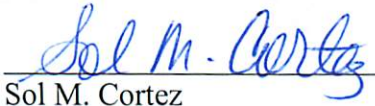
CITY OF EL PASO:

Dee Margo, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

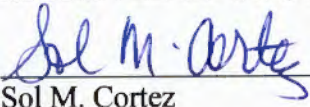
Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO:

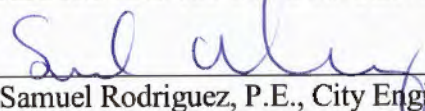
Tomás Gonzalez
City Manger

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

ACKNOWLEDGEMENT

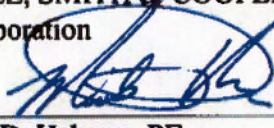
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____,
2020, by **Tomás Gonzalez** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

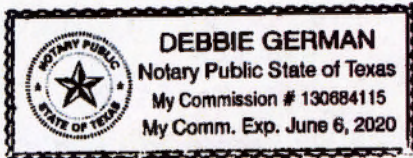
CONSULTANT:
PARKHILL, SMITH & COOPER, INC., a
Texas corporation

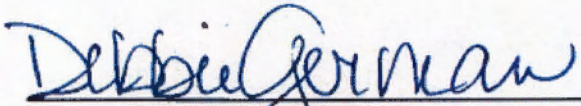
By: 
Mark D. Haberer, PE
Principal in Charge/ Project Manager

ACKNOWLEDGEMENT

THE STATE OF Texas §
COUNTY OF Lubbock §
§

This instrument was acknowledged before me on this 27th day of January,
2020, by Mark D. Haberer, PE - Principal in Charge/ Project Manager for PARKHILL,
SMITH & COOPER, INC., a Texas corporation, on behalf of said corporation.




Notary Public, State of Texas

My commission expires:

06.06.2020

ATTACHMENT "A"

January 9, 2020

Ms. Shane Brooks, Project Manager
El Paso International Airport
6701 Convair Road
El Paso, TX 79925

Re: El Paso International Airport FBO Ramp Addition and Taxiway U & V Realignment – Supplemental Agreement (SA) 1 (REV1)

Dear Ms. Brooks:

Parkhill, Smith and Cooper, Inc. (PSC) is pleased to have completed design and bid phase services for the subject project. It was a pleasure collaborating with you and your team throughout the design phase and I look forward to our continued involvement into construction. As we discussed at the end of the preliminary design phase and as further mentioned in an email dated August 2, 2019, the project scope increased beyond that defined in the original contract and accounted for in the PSC fee proposal.

Summary of Additional Services

1. The PSC Team performed a topographical survey for use in the project design. The survey was performed relative to the State Plane coordinate system which is typical for ELP airside projects. During design, it was discovered that the FBO project was using a different coordinate system that did not mesh with our project design. PSC provided additional services to help the FBO design team transition their survey to the same coordinate system so that design of both projects is integrated. The additional services included correspondence and coordination with the survey crew to reconcile datum discrepancies.
2. As noted in assumption/clarification Item 3 (attached) of the final approved fee, the PSC design fee excluded effort related to the existing EPIA fiber optics cable, fiber routing and related items. Through the design process it became evident that the EPIA fiber would potentially be impacted due to insufficient depth. All parties agreed to address the segment of fiber extending from the old electrical vault to the west side of Taxiway U. PSC's final bid documents accounted for this work. The additional services included records research, correspondence, plans, details, and specifications.
3. As noted in assumption/clarification Item 4 (attached) of the final approved fee, utility relocation effort by PSC was anticipated to only involve limited coordination with EPIA and franchise utilities. All design and construction oversight effort related to relocation or adjustment of utilities was to be covered by the utility owner. As you are aware, FAA communications infrastructure extending from the ATCT to the airfield was discovered to be significant in the project area. PSC and EPIA initiated coordination with local FAA representatives and PSC performed significant records research to determine impact and potential solutions. Ultimately, FAA SW Region staff became involved and final resolution of the work is pending. To date, additional services have included records research, correspondence and meetings, evaluation of alternative solutions, and preparation of bid documents including plans, details and specifications. Additional services may become necessary depending on the FAA's ultimate requirements for this work.
4. As noted in assumption/clarification Item 5 (attached) of the final approved fee, PSC was to provide basic drainage analysis services as needed to design proper site drainage and to document flow

- rates leaving the project site. A complete drainage analysis and review of upstream and downstream storm water systems was not included in the fee proposal. During design, it was discovered that legacy drainage report information was unavailable for reference. It, therefore, became necessary for PSC to perform a more extensive drainage analysis to verify performance of the existing system and analyze impact of the system additions. Furthermore, PSC provided drainage assistance to the FBO design team including a coordination meeting and subsequent discussions, again due to the unavailability of the original drainage analysis data for the project area.
5. As noted in assumption/clarification Item 7 (attached) of the final approved fee, PSC's pavement design was to account for an asphalt pavement section only. The design process determined that existing constraints prohibited the site from being graded with adequate slope for asphalt paving. A concrete paving design became necessary for the valley gutter section. Additional services included coordination of FAARFIELD analysis of the pavement design and development of multiple details associated with the concrete pavement section.
 6. As noted in assumption/clarification Item 8 (attached) of the final approved fee, PSC's proposal assumed that the FBO tenant and EPIA will provide guidance on the required apron footprint and that an iterative analysis of apron configuration alternatives was not a part of the project scope. Considerable effort was put forth by PSC in the early stages of the project to analyze and review taxiway/apron alternatives with EPIA. Five alternatives are documented in the Engineer's Design Report (EDR). The effort included Aeroturn analysis, FAA AC review, coordination meetings and other correspondence.
 7. PSC hosted and documented 17 different meetings throughout preliminary, pre-final and final design phases. A total of 6 formal meetings were included in the approved fee. Many of the supplemental meetings involved coordination with the FAA and Dye Aviation. Meeting time was negotiated down by roughly 200 hours between PSC's initial fee proposal submitted March 28, 2018 and the final proposal submitted June 20, 2018. Using an average billing rate of \$150/hr, this equates to \$30,000 of meeting time that was negotiated out of the final project scope, but which was ultimately required.
 8. The final bid package included 104 plan sheets. The final PSC scope only anticipated 57 sheets. The additional sheets were related to increased electrical and communications elements, expanded drainage infrastructure, supplemental sheets related to footprint of the apron, addition of paving work around the old electrical vault and addition of architectural, electrical, structural and mechanical work on the old electrical vault. The additional sheets to accommodate this work led to a substantial increase in manhours spent on the project.
 9. The project scope was modified to include re-purposing of the old electrical vault in lieu of demolition. A result, PSC incurred additional time for site assessment, as well as plan and specification development as mentioned in #8 above. Considerable time was also spent performing structural analysis on interior walls to be modified since record drawings were unavailable. The new scope for the vault re-purpose required engagement by an architect, electrical engineer, mechanical engineer and structural engineer.
 10. To simplify the SWPPP process for EPIA, PSC combined the public project and private project into a common SWPPP for use by both contractors. This required supplemental coordination with the Dye Aviation team.
 11. EPIA has informed PSC of the intent for El Paso Electric to modify primary electrical service along Hawkins Blvd. from overhead to underground. This modification will impact the design of service extending to the old electrical vault. PSC will be required to modify plan sheets and details associated with electrical service to the old electrical vault. The additional services will also involve coordination with El Paso Electric and Dye Aviation.

Based on the additional and anticipated services provided by PSC and summarized above, we respectfully request an amendment to our contract for additional services provided in the amount of **\$134,033**. This supplemental fee is itemized as follows:

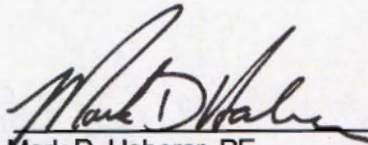
1. Additional services by PSC as defined by #1-10 above	\$114,557
2. Anticipated electrical modifications by PSC per #11	\$9,400
3. Additional services by CP Crossno & Associates (including 5% profit)	\$3,150
4. <u>Additional services by Geometrics Engineering (including 5% profit)</u>	<u>\$6,926</u>
5. Total Additional and Anticipated Services to date	\$134,033

PSC's additional services are based on actual project expenditures plus 15% profit. As you consider our request, please note the following:

1. Design phase services were negotiated down by \$261,022 as PSC and EPIA worked to establish the original design fee.
2. The actual construction value for the project was estimated to be approximately \$8.6M and actual bid cost ended up at \$9.94M. This is compared to \$7.5M referenced in the contract and used in the original fee negotiation. This is a budgeted 14.7% increase and actual 32.5% increase in construction cost. The PSC request for additional services results in a final design fee at 6.80% of estimated construction cost and 5.89% of actual bid cost, which is very reasonable for a project of this magnitude and complexity.
3. The project design cost per sheet is reduced from \$7,908 to \$5,623, even when accounting for the requested additional services.

Thank you again for your consideration! Please review and call me at (806) 473-3600 with any questions.

Sincerely,



Mark D. Haberer, PE
Principal-in-Charge / Project Manager
PARKHILL, SMITH & COOPER, INC.

MDH/dg
Enclosures

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