

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

DEPARTMENT: Capital Improvement

AGENDA DATE: August 6, 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: 2, 3, 6 & 7

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

SUBJECT:

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 CONSOR ENGINEERS, LLC, an Texas Corporation, for a project known as "ALABAMA, DAVIS, DELTA, AND YARBROUGH BRIDGE CONSTRUCTION", for an amount not to exceed FOURTEEN THOUSAND EIGHT HUNDRED SIXTY FOUR AND 22/100 DOLLARS (\$14,864.22); for a total amount of Seven Hundred Fifty Two Thousand Five Hundred Fmty Two and 00/100 Dollars (\$752,542.00); 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:

This second amendment to the design contract is for required utility coordination and drainage improvements related to the design and construction of the Yarbrough bridge and Arvin Road. El Paso Water has provided a commitment letter for the design improvements and will provide another commitment letter for construction once the design is complete.

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:

Council approved design contract with Consor on March 5, 2019.

AMOUNT AND SOURCE OF FUNDING:

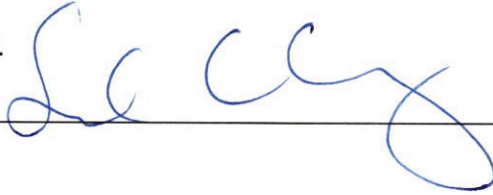
El Paso Water – 100%

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

A handwritten signature in blue ink, appearing to be 'Lecy', is written over a horizontal line.

RESOLUTION

WHEREAS, on March 5, 2019, the Owner entered into an Agreement for Professional Services for (the "**Agreement**") with the Consultant for a Project known as "**ALABAMA, DAVIS, DELTA, AND YARBROUGH BRIDGE CONSTRUCTION**" (the "**Project**");

WHEREAS, the Agreement may be amended administratively pursuant to the City Engineer's authority under the provisions of Section 3.1 and Attachment "C" for the Consultant to provide additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 (\$50,000.00) if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets;

WHEREAS, on July 10, 2019, the Owner entered into a First Amendment Agreement with the Consultant to provide additional Basic Services and Additional Services at a cost not to exceed Ninety Six Thousand Two Hundred And 00/100 Dollars (**\$96,200.00**), thereby extending the contract amount from Six Hundred Forty One Thousand Four Hundred Seventy Seven and 78/100 Dollars (\$641,477.78) to Seven Hundred Thirty Seven Thousand Six Hundred Seventy Seven And 78/100 Dollars (\$737,677.78).

WHEREAS, the parties hereto desire to amend the Agreement to provide additional services at a cost not to exceed Fourteen Thousand Eight Hundred Sixty Four And 22/100 Dollars (**\$14,864.22**), thereby extending the contract amount from Seven Hundred Thirty Seven Thousand Six Hundred Seventy Seven And 78/100 Dollars (**\$737,677.78**) to Seven Hundred Fifty Two Thousand Five Hundred Forty Two And 00/100 Dollars (**\$752,542.00**).

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 **CONSOR ENGINEERS, LLC**, an Texas Corporation, for a project known as "**ALABAMA, DAVIS, DELTA, AND YARBROUGH BRIDGE CONSTRUCTION**", for an amount not to exceed **FOURTEEN THOUSAND EIGHT HUNDRED SIXTY FOUR AND 22/100 DOLLARS (\$14,864.22)**; for a total amount of Seven Hundred Fifty Two Thousand Five Hundred Forty Two and 00/100 Dollars

(\$752,542.00); 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 _____ 2019.

CITY OF EL PASO:

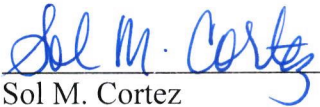
Dee Margo, Mayor



ATTEST:

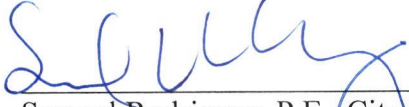
Laura D. Prine
City Clerk

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)

SECOND AMENDMENT
AGREEMENT
FOR PROFESSIONAL SERVICES

This Second Amendment to that certain Agreement for Professional Services is made this ____ day of _____, 2019, by and between the City of El Paso, hereinafter referred to as the "**Owner**", and **CONSOR ENGINEERS, LLC**, Limited Liability Corporation, hereinafter referred to as the "**Consultant**".

WHEREAS, on March 5, 2019, the Owner entered into an Agreement for Professional Services for (the "**Agreement**") with the Consultant for a Project known as "**ALABAMA, DAVIS, DELTA, AND YARBROUGH BRIDGE CONSTRUCTION**" (the "**Project**");

WHEREAS, the Agreement may be amended administratively pursuant to the City Engineer's authority under the provisions of Section 3.1 and Attachment "C" for the Consultant to provide additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 (\$50,000.00) if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets;

WHEREAS, on July 10, 2019, the Owner through administrative authority entered into a First Amendment Agreement with the Consultant to provide additional Basic Services and Additional Services at a cost not to exceed Ninety Six Thousand Two Hundred And 00/100 Dollars (**\$96,200.00**), thereby extending the contract amount from Six Hundred Forty One Thousand Four Hundred Seventy Seven and 78/100 Dollars (\$641,477.78) to Seven Hundred Thirty Seven Thousand Six Hundred Seventy Seven And 78/100 Dollars (\$737,677.78).

WHEREAS, the parties hereto desire to amend the Agreement to provide additional services at a cost not to exceed Fourteen Thousand Eight Hundred Sixty Four And 22/100 Dollars (**\$14,864.22**), thereby extending the contract amount from Seven Hundred Thirty Seven Thousand Six Hundred Seventy Seven And 78/100 Dollars (**\$737,677.78**) to Seven Hundred Fifty Two Thousand Five Hundred Forty Two And 00/100 Dollars (**\$752,542.00**).

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 Basic Services and Additional Services as further described in Attachment "A" to this Second Amendment.
2. **Payments to Consultant.** Payment to the Consultant for the additional Basic Services and Additional Services the subject of this Second Amendment shall not exceed Fourteen Thousand Eight Hundred Sixty Four And 22/100 Dollars (\$14,864.22).

3. **Time of Completion.** The additional services the subject of this First 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:

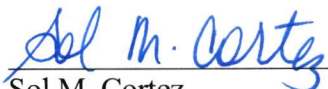
THE CITY OF EL PASO

Tomás Gonzalez
City Manager

**CONSULTANT:
CONSOR ENGINEERS, LLC.**


Ashraf Islam, P.E., Principal

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgements Begin on the Following Page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____,
2019, by **Ashraf Islam, P.E.** as **Principal** of **CONSOR ENGINEERS, LLC**.

Notary Public, State of Texas

My commission expires:



July 2, 2019

City of El Paso - Capital Improvement Dept.
218 N. Campbell Street, 2nd Floor
El Paso, TX 79901

RE: Arvin Road Improvements

Dear Mr. Ismael Cepeda,

AIA Engineers was approached by the Capital Improvement Department to provide a roadway and drainage improvements for Arvin Road. Below is a description of the scope of work to complete these improvements:

SCOPE OF SERVICES

- a. Utility coordination with the City of El Paso and El Paso Water
- b. Drainage improvements of the existing storm sewer to be upgraded to 2 - 5' x 5' Concrete Box Culverts
- c. Roadway plan and profile sheets along Arvin Road
- d. Roadway and drainage details

We look forward to working with you on this project. For your review and approval, we are submitting the following proposal. Please feel free to contact me at 915-313-3680 Ext 301 if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "R. Prieto", with a stylized flourish at the end.

Rick Prieto, P.E.
Project Manager

FEE SCHEDULE (CONSOR Engineers)

PROJECT NAME: BRIDGE RECONSTRUCTION PROJECT

METHOD OF PAY: LUMP SUM

PRIME PROVIDER NAME: CONSOR ENGINEERS, LLC

YARBROUGH BRIDGE RECONSTRUCTION - ARVIN ROAD IMPROVEMENTS

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	EIT	SENIOR CADD OPERATOR	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
ARVIN ROAD DRAINAGE IMPROVEMENTS							
Utility Coordination	1	2	2				5
Coordination with PSB	1	2	2				5
Roadway Plan and Profile Sheets	1	8	16	32			57
Drainage Plan and Profile	1	8	16	32			57
Roadway/Drainage Details	1	2	4	6			13
STRUCTURAL RAIL ANALYSIS FEE HOUR SUB-TOTALS	5	22	40	70	0	0	137
LABOR RATE PER HOUR	\$65.00	\$53.00	\$35.00	\$34.00	\$28.00	\$19.50	
DIRECT LABOR COSTS	\$325.00	\$1,166.00	\$1,400.00	\$2,380.00	\$0.00	\$0.00	\$5,271.00
MULTIPLIER	2.82	2.82	2.82	2.82	2.82	2.82	
TOTAL LABOR COSTS	\$916.50	\$3,288.12	\$3,948.00	\$6,711.60	\$0.00	\$0.00	\$14,864.22
TOTAL DESIGN FEES							\$14,864.22