

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

DEPARTMENT: Capital Improvement

AGENDA DATE: January 5, 2021

CONTACT PERSON/PHONE: Sam Rodriguez, City Engineer, (915) 212-1845

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 Second Amendment to an Agreement for Professional Services to perform additional design and construction phase services, for the project known as “ **FIXED BASE OPERATOR RAMP ADDITION AND TAXIWAY U & V REALIGNMENT**”, for an increase in the estimated contract amount of \$40,622.00, for a total contract amount not to exceed \$804,489.00; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables if such services are necessary for the proper execution of the project; 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 of \$629,834.00. On February 4, 2020, the first amendment to the agreement was awarded for an amount of \$134,033.00.

This is the second amendment to the professional services agreement. The total cost for additional service is \$40,622.00. The additional services include additional coordination and finalization of design of the FAA fiber lines located within the project footprint as well as additional construction administration services due to extended contract time caused in part due to delays brought on by the Covid 19 pandemic.

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 – City Council approved award of Agreement for Professional Services to Parkhill Smith and Cooper Inc. in the amount of \$629,834.00.

February 4, 2020 - First amendment to the agreement was approved by City Council in the amount of \$134,033.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$40,622.00

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 Second Amendment to an Agreement for Professional Services to perform additional design and construction phase services, for the project known as “ **FIXED BASE OPERATOR RAMP ADDITION AND TAXIWAY U & V REALIGNMENT**”, for an increase in the estimated contract amount of \$40,622.00, for a total contract amount not to exceed \$804,489.00; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables if such services are necessary for the proper execution of the project; 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.

APPROVED THIS _____ **DAY OF** _____ **2021.**


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
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 TO
AGREEMENT FOR
PROFESSIONAL SERVICES

This Second Amendment to that certain Agreement for Professional Services is made this ___ day of _____, 202__, by and between the **CITY OF EL PASO**, a Municipal Corporation organized and existing under the laws of the State of Texas (the “**Owner**” or the “**City**”), and **PARKHILL, SMITH & COOPER, INC.**, a Texas corporation (the “**Consultant**”).

WHEREAS, on August 7, 2018, the Owner entered into an Agreement for Professional Services for a Project known as “**FIXED BASE OPERATOR RAMP ADDITION AND TAXIWAY U & V REALIGNMENT**” (the “**Project**”);

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

WHEREAS, on February 4, 2020, the parties entered into a First Amendment to said Agreement to provide additional services at a cost of \$134,033.00, thereby increasing the contract amount from \$629,834.00 to \$763,867.00, and;

WHEREAS, the parties desire to amend the Agreement to reflect the additional design and construction phase services required to complete this project as initially contemplated.

NOW THEREFORE, in consideration of the mutual promises set forth in this First 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 as further described in Attachment “A” to this Amendment.
2. **Payments to Consultant.** Payment to the Consultant for the Additional Services the subject of this Amendment shall not exceed \$40,622.00, for a total contract amount not to exceed \$804,489.00.
3. **Time of Completion.** The additional services the subject of this Amendment shall be completed within the original project scope 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 previous Amendments thereto, except as herein revised, shall remain in full force and effect.

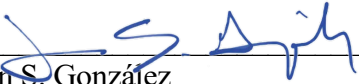
(Signatures Begin on the Following Page)

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO:


Tomás González
City Manger

APPROVED AS TO FORM:



Juan S. González
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 _____,
202 __, by **Tomás González** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, in and for the State of Texas

My commission expires:

ATTACHMENT "A"

November 23, 2020

R. Shane Brooks, Project Manager
El Paso International Airport
6701 Convair Road
El Paso Texas 76624

Re: Project 3-48-0077-039-2019
FBO Ramp Extension and Taxiway U&V Realignment
(Request for SA 2, REV1)

Dear Ms. Brooks:

In keeping with the Parkhill Vision of “*transforming community by facilitating an extraordinary, enlightening client experience that results in making visions reality,*” our priority continues to be successful Project completion. Our effort to make that happen will not waiver! However, we believe services provided to date have extended beyond those anticipated during the June 2018 fee negotiation; therefore, we respectfully request consideration on additional construction administration fee for supplemental services in accordance with ADDITIONAL SERVICES OF THE CONSULTANT (2) on page 9 of the Contract. The following points serve as the basis of our request:

1. Actual construction duration to date exceeds that included in our accepted fee proposal dated June 20, 2018. Parkhill's fee proposal was based on an assumed 20-week construction period. To date, the project is nearing 32 weeks, our service continues, and may for another month. This results in an almost 60% additional effort on items such as progress meeting attendance and routine coordination with Project stakeholders.
2. Parkhill's fee proposal excluded review of QA/QC test reports; however, we engaged in numerous discussions pertaining to QA/QC test reports. Examples include the P-610 strength issue and review of the P-401 PWL analysis at the start of paving.
3. Supplemental Information (SI) 17 was prepared to include reconstruction of driveway at Gate 57. Parkhill scope included preparation of plan sheet for demolition and widening of driveway. Parkhill also submitted plans to City of El Paso BPI Department for review. Parkhill's effort required coordination with Contractor and Construction Manager to obtain necessary field data since driveway footprint was outside original survey. Refer to SI 17 attached.
4. Preparation of construction Documents as defined by SI 2 for improvements to FAA communication cable amounted to \$40,899 in additional services for Parkhill and C.P. Crossno and Associates per letter dated August 21, 2020.
5. Considerable construction administration time has been spent in coordination of the FAA Resident Engineer impact on the Project.
6. Construction Document preparation, as defined by SI 6 for improvements to 144-pair fiber optics cable amounted to \$5,864 in additional services for Parkhill per letter dated August 21, 2020.
7. In addition to SI 6, considerable construction administration time has been spent on both 72- and 144-pair cables, neither anticipated during fee negotiation.
8. Preparation of Construction Documents as defined by SI 8 for modifications to electrical primary serving sweeper dump facility and lift station, amounted to \$4,185 in additional services for Parkhill per letter dated August 21, 2020. This effort included multiple meetings with El Paso Electric.

Parkhill’s Task 5CON Construction Administration fee of \$53,289 was fully exhausted as of June 30, 2020. To help offset the additional effort, the Parkhill Contract has \$29,630 (\$31,111 including 5% markup) of fee that will be unused due to Geometrics’ role as Construction Manager. We request this portion of our fee be permitted for Parkhill use to help offset cost of additional services on the Project. We propose \$15,300 of the \$31,111 be retained on Parkhill Task 9SSC to cover additional Crossno expenses and the balance moved to Task 5CON to offset a portion of Parkhill additional services. Based on the noted items and others not specifically listed, the amount requested through Supplemental Agreement (SA) 2 includes:


Supplemental Fee for SIs 2, 6, and 8 per letter dated August 21, 2020.....	\$42,345
Construction Administration for July 2020 (cost +15%)	\$ 5,782
Construction Administration for Aug 2020 (cost +15%).....	\$ 8,457
Construction Administration for Sept 2020 (cost +15%).....	\$ 5,649
Projected Construction Administration for Oct and Nov 2020* (cost +15%)	<u>\$ 9,500</u>
Total Addition Construction Phase Cost	\$71,733
Less unused fee by Geometrics Engineering +5% markup	<u>\$31,111</u>
Requested Total Additional Fee by SA 2	\$40,622

*Includes one additional site visit.

I greatly appreciate your willingness to consider our request. Please let me know if further justification or backup information is required.

Sincerely,

PARKHILL

By 
 Mark D. Haberer, PE, CM
 Project Manager / Principal

MDH/dg

Enclosures