

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

DEPARTMENT: Capital Improvement

AGENDA DATE: September 14, 2021

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

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 6. Set the standard for sound governance and fiscal management

SUBGOAL: 6.5. Deliver services timely and effectively with focus on continual improvement

SUBJECT:

A resolution that the City Manager be authorized to sign the first amendment to the On-Call Agreements for Professional Services by and between the City of El Paso for the following professional services firms:

Professional Services Firm	Current Value	Amount of Increase	Amended Value
Clarion Associates, Inc.	\$250,000	\$100,000	\$350,000
The Image Network, Inc. dba Dover Kohl & Partners	\$250,000	\$50,000	\$300,000
Stantec Consulting Services, Inc.	\$250,000	\$250,000	\$500,000

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 execution of the amendments. These amendments are necessary to compete corridor planning studies.

BACKGROUND / DISCUSSION:

This item's purpose is to increase contract capacity limits for on call agreements related to the provision of planning services.

PRIOR COUNCIL ACTION:

On October 15, 2019, City Council approved the award of the initial on call contract agreements for the provision of planning services.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

AMOUNT AND SOURCE OF FUNDING:

2020 Capital Plan, Downtown Management District, and Downtown TIRZ Funding

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Jerry DeMuro/for

Sam Rodriguez, P.E., City Engineer

RESOLUTION

WHEREAS, the City entered into several On-Call Agreements for Professional Services for planning, public engagement, and urban design projects with various consultants; and

WHEREAS, the Consultants are currently engaged in ongoing planning projects under the agreements; and

WHEREAS, the City needs the Consultants' planning services to guide governmental policy to ensure the orderly and coordinated development of the municipality;

WHEREAS, the City needs to increase the capacity of the contracts to allow the Consultants to finish the projects that were started under the agreements; and

WHEREAS, the Consultants were selected on the basis of qualifications;

WHEREAS, the City determines that the Consultants are the most qualified to finish the ongoing planning services projects that each consultant respectively started under the agreements.

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

That the City Manager, or designee, be authorized to sign a First Amendment to On-Call Agreement for Professional Services with the following consultants:

1. Clarion Associates, Inc. to increase contract maximum amount to an amount not to exceed \$350,000.
2. The Image Network, Inc. of Delaware d/b/a Dover, Kohl & Partners to increase contract maximum amount to an amount not to exceed \$300,000.
3. Stantec Consulting Services, Inc. to increase contract maximum amount to an amount not to exceed \$500,000.

In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement amendment.

ADOPTED THIS _____ **DAY OF** _____ **2021.**

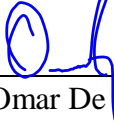
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

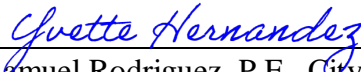
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



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

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT TO ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This First Amendment to On-Call Agreement for Professional Services (“**First Amendment**”) is made this ___ day of _____, 2021 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Clarion Associates, Inc., a New York Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, on October 15, 2019 the Owner and the Consultant entered into an On-Call Agreement for Professional Services for planning, public engagement, and urban design projects (“**Agreement**”); and

WHEREAS, the Consultant currently has ongoing planning projects under the Agreement; and

WHEREAS, the owner needs the Consultant’s planning services to guide governmental policy to ensure the orderly and coordinated development of the municipality;

WHEREAS, the Owner needs to increase the capacity of the contracts to allow the Consultant to finish the projects that were started under the Agreement; and

WHEREAS, the Consultant was selected on the basis of qualifications;

WHEREAS, the City determines that the Consultant is the most qualified entity to finish the ongoing planning services that were started under the Agreement.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

1. Section 3.1 (Payment to Consultant) of the Agreement is amended to read as follows:

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$350,000** for all services performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as Attachment "B".

Payments to the Consultant shall be made pursuant to **Attachment “D”**.


2. Except as amended herein, the Agreement remains in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

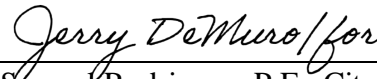
Tomás González
City Manager

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2021,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT TO ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This First Amendment to On-Call Agreement for Professional Services (“**First Amendment**”) is made this ___ day of _____, 2021 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and The Image Network, Inc. of Delaware D/B/A Dover Kohl & Partners, a Delaware Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, on October 15, 2019 the Owner and the Consultant entered into an On-Call Agreement for Professional Services for planning, public engagement, and urban design projects (“**Agreement**”); and

WHEREAS, the Consultant currently has ongoing planning projects under the Agreement; and

WHEREAS, the owner needs the Consultant’s planning services to guide governmental policy to ensure the orderly and coordinated development of the municipality;

WHEREAS, the Owner needs to increase the capacity of the contracts to allow the Consultant to finish the projects that were started under the Agreement; and

WHEREAS, the Consultant was selected on the basis of qualifications;

WHEREAS, the City determines that the Consultant is the most qualified entity to finish the ongoing planning services that were started under the Agreement.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

1. Section 3.1 (Payment to Consultant) of the Agreement is amended to read as follows:

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$300,000** for all services performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as Attachment "B".

Payments to the Consultant shall be made pursuant to **Attachment “D”**.


2. Except as amended herein, the Agreement remains in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:


Tomás González
City Manager

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2021,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

THE STATE OF TEXAS)
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COUNTY OF EL PASO)

**FIRST AMENDMENT TO ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This First Amendment to On-Call Agreement for Professional Services (“**First Amendment**”) is made this ___ day of _____, 2021 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Stantec Consulting Services, Inc., a New York Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, on October 15, 2019 the Owner and the Consultant entered into an On-Call Agreement for Professional Services for planning, public engagement, and urban design projects (“**Agreement**”); and

WHEREAS, the Consultant currently has ongoing planning projects under the Agreement; and

WHEREAS, the owner needs the Consultant’s planning services to guide governmental policy to ensure the orderly and coordinated development of the municipality;

WHEREAS, the Owner needs to increase the capacity of the contracts to allow the Consultant to finish the projects that were started under the Agreement; and

WHEREAS, the Consultant was selected on the basis of qualifications;

WHEREAS, the City determines that the Consultant is the most qualified entity to finish the ongoing planning services that were started under the Agreement.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

1. Section 3.1 (Payment to Consultant) of the Agreement is amended to read as follows:

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$500,000** for all services performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as Attachment "B".

Payments to the Consultant shall be made pursuant to **Attachment “D”**.


2. Except as amended herein, the Agreement remains in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:


Tomás González
City Manager

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2021,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:

By:
Title:

(Acknowledgment)

THE STATE OF §
 §
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This instrument was acknowledged before me on this _____ day of _____, 2021,
by _____, as _____ of _____.

Notary Public, State of Texas

My commission expires:
