

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

**AGENDA DATE:** August 2, 2022

**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Yvette Hernandez, City Engineer  
(915) 212-1860

**DISTRICT(S) AFFECTED:** 3

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

**SUBGOAL:** 7.2. Improve competitiveness through infrastructure improvements impacting the quality of life.

**SUBJECT:**

That the City Manager be authorized to sign a Second Amendment to an On-Call agreement for Professional Services with EMC Engineers, Inc., a Texas corporation, to provide for additional services at a cost not to exceed Forty-Eight Thousand Five Hundred Fifty Five Dollars (\$48,555.00), thereby increasing the contract amount from Three Hundred Fifty Thousand Dollars (\$350,000.00) to Three Hundred Ninety- Eight Thousand Five Hundred Fifty Five Dollars (\$398,555.00); 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 execution of the Second Amendment.

**BACKGROUND / DISCUSSION:**

On July 25, 2017 the City entered into an On-Call agreement for Professional Services agreement with EMC Engineers, Inc. (EMC) to perform mechanical and electrical professional engineering services. Under this agreement EMC was tasked with providing design and construction administration services for the Viscount Arterial Lighting and Landscaping project as well as providing similar services on a number of other projects. Additional funding is required to complete the Viscount Arterial Lighting project, however there is no funding capacity remaining in the contract. This action amends the contract and adds the necessary funding needed to complete the project.

**SELECTION SUMMARY:** N/A

**CONTRACT VARIANCE:** N/A

**PROTEST:** N/A

**PRIOR COUNCIL ACTION:** June 25, 2017 Council approved the award of the on-call contract.  
May 19, 2019 Council approved First Amendment to contract

**AMOUNT AND SOURCE OF FUNDING:** 2019 Capital Plan \$48,555.00

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  YES  NO

**PRIMARY DEPARTMENT:** Capital Improvement

**SECONDARY DEPARTMENT:** Streets and Maintenance

\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:**

Assistant Director Capital Improvement

*Jerry DeMuro/for*

\_\_\_\_\_  
Yvette Hernandez, P.E. 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 On-Call Agreement for Professional Services with EMC Engineers, to provide for additional services at a cost not to exceed Forty-Eight Thousand Five Hundred Fifty Five Dollars (\$48,555.00), thereby increasing the contract amount from Three Hundred Fifty Thousand Dollars (\$350,000.00) to Three Hundred Ninety Eight Thousand Five Hundred Fifty Five Dollars (\$398,555.00); 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 execution of the Second Amendment.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2022

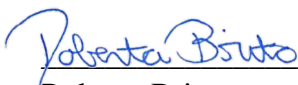
**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser, Mayor

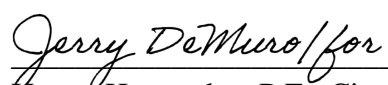
**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Assistant Director Capital Improvement  
  
\_\_\_\_\_  
Yvette Hernandez, 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 \_\_\_\_\_, 2022, by and between the City of El Paso, hereinafter referred to as the “*Owner*”, and **EMC ENGINEERS**, hereinafter referred to as the “*Consultant*.”

**WHEREAS** on July 25, 2017 the Owner and the Consultant entered into an On-Call Agreement for Professional Services (the “*Agreement*”) to perform mechanical and electrical professional engineering services.

**WHEREAS**, by Resolution approved by City Council on July 25, 2017, the City Manager, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the Agreement.

**WHEREAS**, the not-to-exceed value of the Agreement was TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00).

**WHEREAS**, the Agreement included a provision that the City Engineer, without further authorization from City Council and in a form approved by the City Attorney, can increase the total payment identified for all basic services and reimbursables performed pursuant to the Agreement in an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), and increase the total payment for Additional Services in an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

**WHEREAS**, through a First Amendment to the Agreement dated May 9, 2019, the City Engineer authorized an increase in payment for basic services in an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), and an increase in payment for Additional Services in an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), thereby increasing the total contract amount from TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) to an amount not to exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00).

**WHEREAS**, Task Orders have been issued and completed under the Agreement totaling THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) thereby all authorized funding has been expended.

**WHEREAS**, an on-going Task Order under the Agreement for the capital project, the Viscount Arterial Lighting and Landscaping Project, requires additional funding in the amount of FORTY-EIGHT THOUSAND FIVE HUNDRED FIFTY FIVE DOLLARS (\$48,555.00) to complete the Project;

**WHEREAS**, the parties desire to amend the Agreement through this Second Amendment to provide additional funding to complete the Project thereby increasing the contract amount from

THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) to THREE HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED FIFTY FIVE DOLLARS (\$398,555.00), thus providing an additional FORTY-EIGHT THOUSAND FIVE HUNDRED FIFTY FIVE DOLLARS (\$48,555.00) for necessary services to complete the Project.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Second Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties 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” of this Second Amendment to the Agreement.
2. **Payments to Consultant.** Payment to the Consultant for the additional services that are the subject of this Second Amendment shall not exceed FORTY-EIGHT THOUSAND FIVE HUNDRED FIFTY FIVE DOLLARS (\$48,555.00).
3. **Time of Completion.** The additional services that are the subject of this Second 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. **Authority to Sign.** The parties represent and warrant that those persons signing this Second Amendment are authorized to execute this Second Amendment.
5. **Terms and Conditions.** All terms and conditions of the Agreement, and the First Amendment thereto, except as herein revised, shall remain in full force and effect.

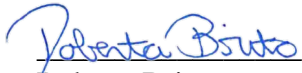
*(Signatures begin on following page.)*

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**


**THE CITY OF EL PASO**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Assistant Director Capital Improvement  
  
\_\_\_\_\_  
Yvette Hernandez, 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 \_\_\_\_\_, 2022, 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:**

**EMC ENGINEERS**

*Melvin Glass*  
Melvin Glass, P.E.

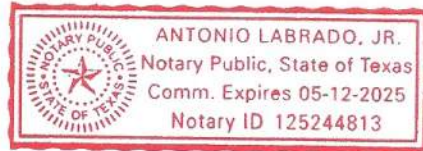
THE STATE OF Texas §

COUNTY OF El Paso §  
§

This instrument was acknowledged before me on this 2022, 11<sup>th</sup> day of July,  
by **Melvin Glass** on behalf of Consultant.

*[Signature]*  
Notary Public, State of Texas

My commission expires:  
5/12/25



## ATTACHMENT A SCOPE OF SERVICES

- Redesign of completed work at request of user group
- Additional bidding phase services
- Construction Administration for increased scope