

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

AGENDA DATE: May 24, 2022
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 7, 8, 2

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

SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign a Third 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", to provide additional services for an increased cost not to exceed Thirteen Thousand Nineteen And 94/100 Dollars (\$13,019.94), for a total contract amount of Seven Hundred Sixty Five Thousand Five Hundred Sixty One and 94/100 Dollars (\$765,561.94); 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 and this Third Amendment.

BACKGROUND / DISCUSSION:

This amendment is necessary in order to cover the cost of the design of a concrete access ramp to the Playa Drain for the Delta Bridge Reconstruction project and for additional construction services required for the Yarbrough Bridge Reconstruction project.

PRIOR COUNCIL ACTION:

Amendment #2 approved by council on August 6, 2019
Council approved design contract on March 5, 2019

AMOUNT AND SOURCE OF FUNDING:

FHWA / Local

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____ NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Gvette Hernandez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the City Manager be authorized to sign a Third 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”, to provide additional services for an increased cost not to exceed Thirteen Thousand Nineteen And 94/100 Dollars (\$13,019.94), for a total contract amount of Seven Hundred Sixty Five Thousand Five Hundred Sixty One and 94/100 Dollars (\$765,561.94); 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 and this Third Amendment.

APPROVED THIS _____ DAY OF _____ 2022.

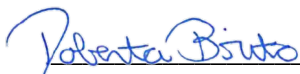
CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

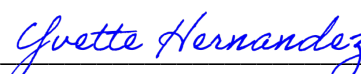
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
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)

**THIRD AMENDMENT
AGREEMENT
FOR PROFESSIONAL SERVICES**

This Third 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 **CONSOR ENGINEERS, LLC**, Limited Liability Corporation, hereinafter referred to as the “**Consultant**”.

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

WHEREAS, on July 10, 2019, the parties entered into a First Amendment to the Agreement requiring 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, on August 6, 2019, the parties entered into a Second Amendment to the Agreement requiring Consultant 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).

WHEREAS, the parties desire to amend the Agreement to provide for additional services at a cost not to exceed Thirteen Thousand Nineteen And 94/100 Dollars (\$13,019.94), thereby extending the contract amount from Seven Hundred Fifty Two Thousand Five Hundred Forty Two And 00/100 Dollars (\$752,542.00) to Seven Hundred Sixty Five Thousand Five Hundred Sixty One And 94/100 Dollars (\$765,561.94).

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 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 Third Amendment.
2. **Payments to Consultant.** Payment to the Consultant for the additional Basic Services and Additional Services that are the subject of this Third Amendment shall not exceed Thirteen Thousand Nineteen And 94/100 Dollars (\$13,019.94).

3. **Time of Completion.** The additional services that are the subject of this Third 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 Third Amendment are authorized to execute this Third Amendment.
5. **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.


(Signatures begin on following page.)

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

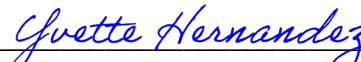
Tomás Gonzalez
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



For 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 _____,
2022, by **Tomás Gonzalez**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page.)

CONSULTANT:

CONSOR ENGINEERS, LLC.



Rick Prieto, PE
SVP/ Regional Manager, El Paso

THE STATE OF Texas §
COUNTY OF El Paso §

This instrument was acknowledged before me on this _____ day of _____, 2022, by Rick Prieto, as SVP / Regional Manager, El Paso of CONSOR ENGINEERS, LLC.



Notary Public, State of Texas

My commission expires:

01-16-2025

