

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: March 15, 2011

CONTACT PERSON/PHONE: R. Alan Shubert, P.E., City Engineer 541-4423

DISTRICT(S) AFFECTED: All Districts

SUBJECT:

That the City Manager be authorized to sign the Second Amendment to the Agreement for Professional Services by and between the City of El Paso and Kimley-Horn and Associates, Inc. for a project known as "Runway 8R-26L Extension" to add additional design services for the design of the MALSR approach lighting system as directed by the FAA, at an additional cost of Twenty Thousand Three Hundred Seventy Three and 02/100 dollars (\$20,373.02), thereby extending the contract amount from \$1,039,252.53 to \$1,059,625.55.

BACKGROUND / DISCUSSION:

The original design called for the installation of a MALSF (Medium-Intensity Approach Lighting System with Sequenced Flashers) approach lighting system which was to be supplied by the FAA. The FAA changed the system and will now provide a MALSR (Medium-Intensity Approach Lighting System with Runway Alignment Indicator) which requires a different design. The change is being funded 95% by the FAA and 5% by Passenger Facility Charge.

PRIOR COUNCIL ACTION:

City Council awarded the original engineering services agreement with Kimley-Horn and Associates, Inc. May 19, 2009.

AMOUNT AND SOURCE OF FUNDING:

Federal Aviation Administration Grant and Passenger Facility Charges

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



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

Information copy to appropriate Deputy City Manager

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 the Agreement for Professional Services by and between the City of El Paso and Kimley-Horn and Associates, Inc. for a project known as "Runway 8R-26L Extension" to add additional design services for the design of the MALSR approach lighting system as directed by the FAA, at an additional cost of Twenty Thousand Three Hundred Seventy Three and 02/100 Dollars (\$20,373.02), thereby extending the contract amount from \$1,039,252.53 to \$1,059,625.55.

ADOPTED THIS _____ DAY OF _____ 2011.

CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

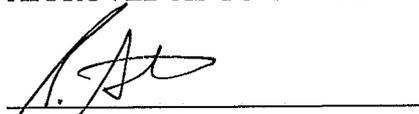
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.
City Engineer

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 _____, 2011, by and between the City of El Paso, a Texas municipal corporation (the "*Owner*"), and Kimley-Horn and Associates, Inc., a North Carolina Corporation, (the "*Consultant*").

WHEREAS, on May 19, 2009, the Owner entered into an Agreement for Professional Services with the Consultant for a Project known as "**RUNWAY 8R-26L EXTENSION**" (the "*Project*");

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

WHEREAS, on April 20, 2010, the Owner and the Consultant entered into a First Amendment to the Agreement for Professional Services to provide additional design services for the Runway 8R-26L Extension project. The additional design services for the project included the design of a new approach lighting system, additional potholing and survey of the existing petroleum pipelines and the completion of an obstruction survey as required by new FAA Advisory Circulars at an additional cost of \$195,245.89 extending the contract value from \$844,006.64 to \$1,039,252.53.

WHEREAS, the parties hereto desire to further amend the Agreement for Professional Services to provide for additional design services for the design of the MALS approach lighting system as directed by the FAA, at an additional cost of \$20,373.02 extending the contract value from \$1,039,252.53 to \$1,059,625.55.

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 original agreement.
2. **Payments to Consultant.** Payments to the Consultant shall be made pursuant to the schedule enumerated within Attachment "D" of the original agreement. Payment to the Consultant for the additional design services the subject of this Second Amendment shall not exceed **TWENTY THOUSAND THREE HUNDRED SEVENTY THREE DOLLARS AND 02/100 (\$20,373.02)**.

3. **Time of Completion.**

The Services 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.**

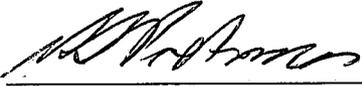
All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Joyce Wilson
City Manager

CONSULTANT



By: Pierre Pretorius
Title: Principal

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

(Acknowledgement page to follow)

ATTACHMENT A

El Paso International Airport
 City of El Paso
 Date : January 10, 2011

Kimley - Horn and Associates, Inc.
 Phoenix, Arizona

Runway 8R-26L Extension
 DERIVATION OF ENGINEERING FEE PROPOSAL
 (CIVIL Engineering Design Services)
 CHANGE ORDER - MALSR MODIFICATIONS

1. DIRECT LABOR

<u>TASK</u>	<u>DESCRIPTION</u>	<u>MANHOURS</u>	<u>TOTAL *</u>	<u>EXTENDED TOTAL</u>
<u>60% DESIGN SERVICES</u>				
001	Project Administration	0	-	
002	Record's Research	0	-	
003	Investigations	0	-	
004	Project Development	0	-	
005	Engineer's Design Report	0	-	
006	Construction Drawings (60% Submittal)	0	-	
007	Quantities and Cost Estimate (60%)	0	-	
008	Project Specification (60%)	0	-	
010	Airline information Meeting (60%)	0	-	
Subtotal 60% Labor		0	\$	-
<u>85% DESIGN SERVICES</u>				
001	Construction Drawings (85% Submittal)	0	-	
002	Quantities and Cost Estimate (85%)	0	-	
003	Project Specification (85%)	0	-	
004	Engineer's Design Report	0	-	
005	Airline information Meeting (85%)	0	-	
Subtotal 85% Labor		0	\$	-
<u>100% DESIGN SERVICES</u>				
001	Final Plans and Specification Submittal (100%)	0	-	
002	Final Airline information Meeting	0	-	
Subtotal 100% Labor		0	\$	-
<u>MALSR Modifications</u>				
001	Modifications to Electrical Plans	111.5	\$ 15,720.00	
002	Modifications to Electrical Specifications	12	\$ 2,320.00	
Subtotal 100% Labor		123.5	\$	18,040.00
TOTAL DIRECT LABOR :		0	\$	18,040.00

* Includes Overhead at 194.29% of Labor Cost and a Profit at 10% of Labor and Overhead

ATTACHMENT A

2. DIRECT EXPENSES

60% DESIGN SERVICES

Subtotal 60% Direct Expenses	\$ -
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85% DESIGN SERVICES

Subtotal 85% Direct Expenses	\$ -
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100% DESIGN SERVICES

Subtotal 100% Direct Expenses	\$ -
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MALSR Modifications

Travel & Per-Diem

Expense Allocation - 4.8%

Computer Costs

865.92

Subtotal 100% Direct Expenses	\$	865.92
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Five (5%) Markup	\$	43.30
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TOTAL DIRECT EXPENSES :	\$	909.22
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3. SUBCONSULTANT SERVICES

MALSR Additional Survey

BROCK AND BUSTILLOS - Surveying Services

1,156.00

Subtotal Subconsultants	\$	1,156.00
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Five (5%) Markup	\$	57.80
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TOTAL SUBCONSULTANT SERVICES :	\$	1,213.80
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4. ESTIMATE OF REIMBURSABLE EXPENSES

REPRODUCTION OF PLAN AND FINAL BID DOCUMENTS

- 85% Submittal - 2 Sets of Full Size Plans and Specs (City / FAA Review)

84.00

- 95% Submittal - 1 Sets of Full Size Plans and Specs (City)

42.00

- 100% Submittal - 2 Sets of Full Size Plans and specs (Plus 1/2 size set for copying)

84.00

TOTAL REIMBURSABLE EXPENSES :	\$	210.00
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TOTAL ENGINEERING FEE :	\$	20,373.02
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