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

CITY CLERK DEPT.
05 APR 11 PM 1:56

DEPARTMENT: **Engineering Department**

AGENDA DATE: **April 19, 2005**

CONTACT PERSON/PHONE: **Irene Ramirez, ext. 4431**

DISTRICT(S) AFFECTED: **6**

SUBJECT:

That the City Manager be authorized to sign a First Amendment to an Agreement for Engineering Services by and between the **CITY OF EL PASO** and **PARKHILL, SMITH & COOPER, INC.**, for a project known as **"Roseway Street and Drainage Improvements"** in an amount not to exceed THIRTY-EIGHT THOUSAND FIVE HUNDRED and NO/100 DOLLARS ($38,500.00). (District No. 6)

BACKGROUND / DISCUSSION:

The City desires to expand the scope of work to include the design of an underground storm sewer system with drop inlets on Roseway Drive, which is necessitated by the Zaragoza Overpass; to prepare seven (7) additional parcel plats and topographic surveys, and to redesign the geometric layout of the street.

PRIOR COUNCIL ACTION:

City Council has previously considered this item. City Council approved the original contract of July 7, 2004.

AMOUNT AND SOURCE OF FUNDING:

This item will be funded by 2004 Bond Issue project funds. The item has been budgeted. The account information is 14200403/PBE04ST12729142/508016. No budget transfer is required.

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager be authorized to sign a First Amendment to an Agreement for Engineering Services by and between the **CITY OF EL PASO** and **PARKHILL, SMITH & COOPER, INC.**, for a project known as **"Roseway Street and Drainage Improvements"** in an amount not to exceed THIRTY-EIGHT THOUSAND FIVE HUNDRED and NO/100 DOLLARS ($38,500.00). (District No. 6)

ADOPTED THIS ____ DAY OF _____, 2005.

THE CITY OF EL PASO:

_____
Joe Wardy, Mayor

ATTEST:

_____
Richarda D. Momsen, City Clerk

APPROVED AS TO FORM:

Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Rick Conner, P.E.
City Engineer

Document #: 11095
Document Name: Eng/1/Reso/1st Amendment/Roseway
Document Author: TCUL

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

FIRST AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES

THIS First Amendment is made this _____**day of** _____**, 2005**, by and between **THE CITY OF EL PASO**, hereinafter referred to as the "**Owner**", and **PARKHILL, SMITH & COOPER, INC.,** a Texas corporation, hereinafter referred to as the "**Engineer**".

WHEREAS, on **July 7, 2004**, the Owner entered into an Agreement for Engineering Services, hereinafter referred to as the "Agreement", with the Engineer for a Project known as **"Roseway Street and Drainage Improvements"** (the "Agreement"), and

WHEREAS, the Owner desires to expand the scope of work to include the design of an underground storm sewer system with drop inlets on Roseway Drive, which is necessitated by the Zaragoza Overpass; to prepare seven (7) additional parcel plats and topographic surveys, and to redesign the geometric layout of the street,

NOW, THEREFORE, it is hereby agreed as follows:

1. Scope of Services.

In accordance with Section I, Part A, **Scope of Work, General Phase,** of the Agreement, the Owner hereby authorizes the Engineer to expand the scope of services to include the design of an underground storm sewer system with drop inlets on Roseway Drive, which is necessitated by the Zaragoza Overpass; to prepare seven additional parcel plats and topographic surveys, and to redesign the geometric layout of the street. The additional scope of services is further described in Exhibit "A", which is attached hereto and made a part hereof for all purposes.

2. Time of Completion.

The additional design services, including a field survey, shall consist of two phases: Preliminary Design Phase and Final Design Phase. The Preliminary Design Phase shall be completed within **thirty (30) consecutive calendar days** following the Owner's written Notice to Proceed to the Engineer. The Final Design Phase shall be completed within **twenty-one (21) consecutive calendar days** following the Owner's written Notice to Proceed to the Engineer.

3. Payments to Engineer.

The Owner shall pay the Engineer an amount not to exceed **THIRTY- EIGHT THOUSAND FIVE HUNDRED and NO/100 DOLLARS ($38,500.00** for the additional services provided in accordance with this First Amendment. Payment shall be contingent on the Owner's approval of the work performed by the Engineer. The method of payment for

the additional services shall be pursuant to the schedule of payments outlined in Section V, Part A., of the Agreement and shall be as follows:

The compensation for each phase of the additional services shall be made in proportion to services performed for that phase so that the compensation at the approved completion of each phase shall bring the fee up to the following percentages of the total basic compensation:

	Payment	Plan Completion
a. Preliminary Design Phase	**45%**	**50%**
b. Final Design Phase	**75%**	**100%**
c. Bidding Phase	**80%**	
d. Construction Phase	**100%**	

Payment for the Preliminary Design, Final Design and Bidding Phases shall be made after each phase has been accepted and approved in writing by the Owner. Payment for the Construction Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Engineer's detailed statement and its written approval.

The Engineer's fee proposal for the additional services is attached hereto and made a part hereof for all purposes as **Exhibit "A"**.

4. Terms and Conditions.

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

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

OWNER:
THE CITY OF EL PASO

_____
Joyce A. Wilson – City Manager

ENGINEER:
PARKHILL, SMITH & COOPER, INC.

By: _____
Terry G. Bilderback, P.E.
Vice-President

APPROVED AS TO FORM:

Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:

Rick Conner, P.E.
City Engineer

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____day of _____, 2005, by **Joyce A. Wilson,** as **City Manager** of the CITY OF EL PASO, TEXAS.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____day of _____, 2005 by **Terry G. Bilderback, P.E.**, as **Vice-President** of PARKHILL, SMITH & COOPER, INC.

Notary Public, State of Texas

EXHIBIT " A "

March 31, 2005

Mr. Javier Reyes, P.E.
Engineering Program Manager
Engineering Department
City of El Paso
Two Civic Center Plaza
El Paso, Texas 79901-1196

Re: Additional Fee - Fee Proposal (REVISED)
Roseway Drive Street and Drainage Improvements

Dear Mr. Reyes:

Parkhill, Smith & Cooper, Inc. is pleased to provide our revised fee proposal for additional services identified in the meeting held on February 25, 2005 for the Roseway Drive Street and Drainage Improvements project. This is in accordance with my conversation with Mario Cruz today.

FEE PROPOSAL SUMMARY:

A. Non-TxDOT Street Design Services	$14,383.00
B. TxDOT Related Design Services	$16,662.00
C. Metes and Bounds (Parcel Plats) and Topographic Surveys	$ 7,455.00
Total Fee Proposal	$38,500.00

Backup for our proposal is attached - detail of total fee entitled "Parkhill, Smith & Cooper, Inc. Project Budget Sheet."

We again mention one item of clarification. We have included provisions in our fee for seven additional parcels for parcel plats for required additional acquisitions. If there are more than seven parcels, we would ask that negotiations and additional fee be allowed for the additional parcels.

Please let me know if you have any further questions or needs.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By Terry G. Bilderback
Terry G. Bilderback, P.E.
Vice President

TGB/tb

Enclosures

R:\Projects\2004\5104.04\ADMIN\CONTRACT\FEES\Fee Negotiation\ContractAmend3_05\Amend1-Fee-Xmt2.DOC

Parkhill, Smith & Cooper, Inc.
Engineers ▪ Architects ▪ Planners
810 E. Yandell, El Paso, Texas 79902
(915) 533-6811 FAX (915) 544-2059
Lubbock El Paso Midland Amarillo Odessa

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 02
PROJECT NAME: Roseway St & Drnge DBC
JOB NO.: 02-5104-04
TASK:
DATE: 03/31/05

FEE TYPE: Lump Sum
PREPARED BY: REL
PRINCIPAL: TGB
PROJ. MANAGER: REL

OVERHEAD RATE:
PROFIT ON LABOR:
PROFIT ON REIMB:
PROFIT ON DIRECTS: 5.00%

TOTAL FEE:	$38,500	LABOR:	$28,955
LABOR:	$28,955	DIRECTS:	$9,545
OVERHEAD:		SUBTOTAL:	$38,500
REIMB. CONSULTANTS:			
REIMB. EXPENSES:		REIMB. FEE:	
DIRECT CONSULTANTS:	$7,100		
DIRECT EXPENSES:	$1,990	TOTAL FEE:	$38,500

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
03	Engineer	30	$3,540
02	Architect		
03	Engineer	100	$10,100
03	Engineer		
07	Engineer-in-Training	117	$9,243
14	CADD Operator	92	$6,072
18	Clerical		

FEE ESTIMATING SHEET PROJECT: Roseway St & Drnge DBC JOB NO.: 02-5104-04 TASK:

SALARY

CATEGORY OF PERSONNEL
RATE PER HOUR

TASK	Trips	ENG 03 $118.00	ARCH 02	ENG 03 $101.00	ENG 03	EIT 07 $79.00	CADD OPT 14 $66.00	CLERICAL 18 $53.00	TOTAL
1. ZARAGOSA OVERPASS DRAINAGE INVESTIGATION AND PLANNING (TxDOT)									
A. Coordinatation meeting with TxDOT (2)	2	6		6					12
B. Coordinate Final Design w/ TxDOT	3	2		8					10
C. Obtain Design approval from TxDOT				4					4
D. Design									
1. Calculate New Drainage Areas		2		8		20	8		38
2. Prepare Design Drainage Analysis		2		6		14	6		28
3. Redesign Storm Sewer with new Drainage Areas		2		4		8	6		20
4. Redesign Retention Pond		2		5		12	10		29
5. Prepare Preliminary Opinion of Probable Cost		1		2		6			9
2. Refine Right of Way at "S" Curve									
A. Redefine ROW as directed by City		1		2		4	6		13
B. Define New Parcels for ROW Acquisition		1		2		2	2		7
C. Meetings with Property Owners Affected									
1. Business Owners	2	2		6					8
2. Irrigation District	2	2		4					6
3. Roadway at "S" Curve									
A. Redefine Road alignment according to revised ROW		2		3		6	2		13
B. Obtain and Coordinate add. Topo Survey	2			1		2	3		6
C. Review and incorporate Surveying Information		1		2		4			7
D. Redefine Storm Sewer Alignment		1		2		6	5		14
4. COORDINATE WITH UTILITY COMPANIES									
A. Texas Gas Service.	2	2		6					8
B. EPWU	2	2		8					10
C. EPEC	2	2		4					6
5. Driveways at "S" Curve									
A. Redesign Driveways at "S" Curve as Directed		1		4		8	8		21
6. PREPARE PRELIMINARY DESIGN (Presominantly TxDOT)									
A. Stormwater System Plan Profiles				4		6	8		18
B. Typical Sections and Details				1		2	4		7
C. Design Stormwater Retention Basins				2		4	6		12
D. Stormwater Retention Basins Typical Sections and Details				2		4	6		12
E. Generate new Cross-Sections				2		6	12		20
F. Prepare Preliminary Opinion of Probable Cost				2		4			6
7. Meetings with City Engineering	2	4		4					8
Negotiation		-8		-4		-1			(13)
BUDGET SUBTOTALS: HOURS/	Trips - 19	30		100		117	92		339
SALARY		$3,540		$10,100		$9,243	$6,072		$28,955

FEE ESTIMATING SHEET PROJECT: Roseway St & Dmge DBC JOB NO.: 02-5104-04 TASK:
REIMBURSABLES

REIMBURSABLE CONSULTANT COSTS						SUBTOTAL
511 STRUCTURAL CONSULTANTS						
512 MECH/ELEC CONSULTANTS						
513 ENV & CIVIL CONSULTANTS						
514 LANDSCAPE CONSULTANTS						
515 TESTING CONSULTANTS						
516 SURVEYING CONSULTANTS						
517 INTERIOR DESIGN CONSULTANTS						
518 OTHER CONSULTANTS						
					TOTAL REIMBURSABLE CONSULTANTS	
REIMBURSABLE EXPENSES						
521 TRAVEL/LODGING						
MOTEL	DAYS @		MEN @		/MANDAY =	
AIR TRAVEL	AIR FARE @		MEN @		/MAN =	
PARKING	DAYS @		/DAY		=	
CAR RENTAL	DAYS @		/DAY		=	
MILEAGE	MILES @	$0.405	@	19 TRIPS	=	
					SUBTOTAL	
522 REPRODUCTIONS						
BLUELINE PRINTS	SHTS @	$2.55	@	8 SETS =		
SEPIA PRINTS	SHTS @	$8.51	@	SETS =		
PRINTING:						
ORIGINAL SET-UP COST	ORIGINALS	@	$0.15 /ORI.	=		
COST PER SHEET	SETS @	$0.08 /SHT	@	250 SHEETS =		
BINDING COST	SETS @	$2.00 /SET		=		
XEROX	SHTS @	$0.08 /SHT		=		
					SUBTOTAL	
523 MODEL/RENDERINGS/PHOTOS		Shots @		/Shot		
524 TELEPHONE	Calls @	/Call				
525 MEALS	DAYS @	MEN @		/MANDAY		
526 FIELD SUPPLIES						
528 POSTAGE	Mailings @	/Mailing				
529 PUBLICATIONS & SUBSCRIPTIONS						
530 MISC REIMBURSABLE EXP						
531 FAX	Pages @					
532 TEMPORARY PERSONNEL						
533 DRAFTING SUPPLIES						
534 OFFICE SUPPLIES						
535 CADD	92 HOURS @	/HOUR				
536 FIELD EQUIP RENTAL						
546 SOFTWARE						
					TOTAL REIMBURSABLE EXPENSES	

FEE ESTIMATING SHEET PROJECT: Roseway St & Dmge DBC JOB NO.: 02-5104-04 TASK:
DIRECTS

DIRECT CONSULTANT COSTS							SUBTOTAL
611 STRUCTURAL CONSULTANTS							
612 MECH/ELEC CONSULTANTS							
613 ENV & CIVIL CONSULTANTS							
614 LANDSCAPE CONSULTANTS							
615 TESTING CONSULTANTS							
616 SURVEYING CONSULTANTS				Cutts			$7,100
617 INTERIOR DESIGN CONSULTANTS							
618 OTHER CONSULTANTS				Daniel Lopez			
					TOTAL DIRECT CONSULTANTS		$7,100
DIRECT EXPENSES							
621 TRAVEL/LODGING							
MOTEL	DAYS @		MEN @		/MANDAY	=	
AIR TRAVEL	AIR FARE @		MEN @		/MAN	=	
PARKING	DAYS @		/DAY			=	
CAR RENTAL	DAYS @		/DAY			=	
MILEAGE	20 MILES @	$0.400	@		10 TRIPS	=	$80.00
						SUBTOTAL	$80
622 REPRODUCTIONS							
BLUELINE PRINTS	35	SHTS @	$2.55	@	16 SETS	=	$1,428.00
SEPIA PRINTS	35	SHTS @	$8.51	@	SETS	=	
PRINTING:							
ORIGINAL SET-UP COST		ORIGINALS	@	$0.15 /ORI.		=	
COST PER SHEET	16	SETS @	$0.08 /SHT	@	250 SHEETS	=	$320.00
BINDING COST	16	SETS @	$2.00 /SET			=	$32.00
XEROX	1000	SHTS @	$0.08 /SHT			=	$80.00
						SUBTOTAL	$1,860
623 MODEL/RENDERINGS/PHOTOS			Shots @		/Shot		
624 TELEPHONE	10 Calls @	$5.00 /Call					$50
625 MEALS	DAYS @		MEN @		/MANDAY		
626 FIELD SUPPLIES							
628 POSTAGE	Mailings @	$0.40 /Mailing					
629 PUBLICATIONS & SUBSCRIPTIONS							
630 MISC DIRECT EXP							
631 FAX	Pages @	$1.00					
632 TEMPORARY PERSONNEL							
633 DRAFTING SUPPLIES							
634 OFFICE SUPPLIES							
635 CADD	92 HOURS @		/HOUR				
636 FIELD EQUIP RENTAL							
646 SOFTWARE							
					TOTAL DIRECT EXPENSES		$1,990