

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

**DEPARTMENT:** Engineering

**AGENDA DATE:** April 20, 2010

**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 First Amendment to the Agreement for Engineering Services by and between the City of El Paso and Kimley-Horn and Associates, Inc. for a project known as "Runway 8R-26L Extension" in the amount of one hundred ninety five thousand two hundred forty five and 89/100 dollars (\$195,245.89) thereby extending the contract amount from \$844,006.64 to \$1,039,252.53. The additional services consist of a new design for the 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.

**BACKGROUND / DISCUSSION:**

Recent changes to the FAA Advisory Circulars have required the above mentioned additional services for the completion of the Runway 8R-26L design.

**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:**

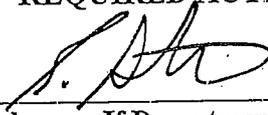
62620031/508016/11514/G620AIP0025 Funding Source: FAA AIP Grants and Airport Enterprise Fund

**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 the First Amendment to the Agreement for Engineering Services by and between the City of El Paso and Kimley-Horn and Associates, Inc. for a project known as "Runway 8R-26L Extension" in the amount of one hundred ninety five thousand two hundred forty five and 89/100 dollars (\$195,245.89) thereby extending the contract amount from \$844,006.64 to \$1,039,252.53. The additional design services are for 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.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.

CITY OF EL PASO:

\_\_\_\_\_  
John F. Cook, Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mark Shoosmith  
Assistant City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
R. Alan Shubert, P.E.  
City Engineer

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

FIRST AMENDMENT TO THE AGREEMENT  
FOR PROFESSIONAL SERVICES

This First Amendment to that certain Agreement for Professional Services is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of El Paso, a Texas municipal corporation (the "*Owner*"), and Kimley-Horn and Associates, Inc., a Texas 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, the parties hereto desire to amend the Agreement, pursuant to Sections 3.1, 3.2, and Attachment "D", because the Owner desires to extend the contract value from \$844,006.64 to \$1,039,252.53. The consultant shall provide additional design services for the Runway 8R-26L Extension project. The additional design services for the project include 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.

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 further 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 shall not exceed **ONE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS AND 89/100 (\$195,245.89).**

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:**

  
\_\_\_\_\_  
Mark Shoosmith  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
R. Alan Shubert, P.E.  
City Engineer

**Acknowledgement page to follow)**

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2010,  
by **Joyce Wilson, as City Manager of the City of El Paso, Texas.**

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF ARIZONA )  
 )  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on this 5 day of April? 2010  
by **Pierre Pretorius as Principal of Kimley-Horn and Associates, Inc.**



*Veronica A. Gonzalez*  
\_\_\_\_\_  
Notary Public, State of ~~Texas~~ *Arizona* *vs*

SCOPE OF WORK – CHANGE ORDER

~~RUNWAY 8R-26L EXTENSION~~  
for  
EL PASO INTERNATIONAL AIRPORT  
CITY OF EL PASO  
ENGINEERING DEPARTMENT

February 19, 2010

GENERAL DESCRIPTION OF PROJECT

The City of El Paso (City) and El Paso International Airport (EPIA) requires changes to the original scope of services and fee for extending Runway 8R-26L and Taxiway L, 1,100 feet to the east. These services include items that were not in the original scope of services and have been added due to the changes from the FAA and additional work required by the Pipeline..

**Definitions:**

**Owner (Engineer):** City of El Paso, herein referred to as "City"

**Consultant:** Kimley-Horn and Associates, Inc. (KHA, Kimley-Horn, Engineer) – Project Manager and Overall Civil Design

**Sub-Consultants:** Brock and Bustillos Inc. – Survey, Coordination,  
Reycon Construction Solutions – Pot holing Crews  
Photo Science – Geospatial Solutions

GENERAL SCOPE OF SERVICES

Additional work has been requested by the FAA and the Pipeline Companies and is required to finish the project. A detail of these additional items is described below.

SPECIFIC SCOPE OF SERVICES – Additional Potholing

As requested by both Plains Pipelines and Kinder Morgan, additional Potholing and Surveying was required. This work provided the pipelines with the necessary information to complete their design on the project. The potholing and surveying provided locations and top elevations of their pipelines through this construction area. The work was completed from 11-16, 2009 to 11-20, 2010. We have attached the two invoices for both companies for backup.

SPECIFIC SCOPE OF SERVICES – Obstruction Survey

As requested by the FAA with new changes to the FAA Advisory Circulars a Geospatial Obstruction Survey was required. Staff from El Paso International Airport and the City of El Paso along with KHA met with Thomas Wade of the FAA to discuss the requirements for this new survey. KHA has been working with Thomas since that meeting to develop the scope for this project. Following the initial acceptance of this scope, KHA submitted to the City a copy of that scope for review. It is included in that section of the proposal. KHA also requested proposals from 3 firms to perform the Geospatial work. Photo Science was the lowest priced qualified firm that proposed on the project. Their scope and fee is included in the Obstruction Survey section of the proposal. In addition, ground survey by Brock and Bustillos and additional coordination of the project will be required by KHA. The individual fees for Brock and Bustillos

## ATTACHMENT "A"

and KHA are located in the Obstruction Survey portion of the proposal as well. The additional two firms proposals are included for reference at the end of the proposal and are not included in the scope or fee of this change order.

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### SPECIFIC SCOPE OF SERVICES – MALSF or MALSR Design

At the 85% level in the plans and specifications, KHA was notified by EPIA that the FAA would no longer pay for the relocation of the existing ODAL system for Runway 8R-26L. Two separate conference calls took place in order to address the situation and to plan for what the FAA would be requiring. Per the last conference call on February 8<sup>th</sup> KHA was to plan on design for either a MALSR or a MALSF system to be included on Runway 8R-26L. The lighting systems are very similar in design with the MALSR having a few additional lights in a row out from the centerline of the runway. The fee associated for KHA to perform this work is included in the MALSR or MALSF Design section of the proposal. Many additional sheets will be required for this due to the change in the project. A list of those plans is also included in the fee.

All other items associated with this project are consistent with the initial scope of services dated 4-3-2009.

ATTACHMENT "A"



GROUP

Castner Center @ Transmountain  
4712 Woodrow Bean, Ste. F El Paso, TX 79924

March 22, 2010

Project No: 8030.009SW

Invoice No: 0000005

Kimley-Horn and Associates  
7878 N. 16th Street, Suite 300  
Phoenix, AZ 85020

Project 8030.009SW Runway 8R-26L Extension

Project Manager: Michael Norby, P.E

Professional Services from March 1, 2010 to March 31, 2010

Task 03 Additional Services

Project Manager:

Professional Personnel

	Hours	Rate	Amount
Engineer			
Corral, Frank	18.00	93.00	1,674.00
Totals	18.00		1,674.00
<b>Total Labor</b>			<b>1,674.00</b>

**Total this Task \$1,674.00**

**Billings to Date**

	Current	Prior	Total
Labor	1,674.00	0.00	1,674.00
<b>Totals</b>	<b>1,674.00</b>	<b>0.00</b>	<b>1,674.00</b>

**Total this Invoice \$1,674.00**

 Project Manager

Total: \$ 4,365.71

ATTACHMENT "A"

Project Change Order Fee  
Summary

Work Item	Consultant	Fee	
Additional Potholing Work	Reycon Construction Solutions, L.P.	\$ 8,688.99	
	Brock and Bustillos Inc	\$ 6,375.00	
		\$ 15,063.99	
	Five (5%) Markup	\$ 753.20	
	<b>Total Fee</b>		\$ 15,817.19
Obstruction Survey	Photo Science	\$ 26,660.00	
	Brock and Bustillos Inc	\$ 18,624.00	
		\$ 45,284.00	
	SubConsultant Five (5%) Markup	\$ 2,264.20	
	Kimley-Horn and Associates Inc.	\$ 26,605.00	
	<b>Total Fee</b>		\$ 74,153.20
MALSR or MALSF Design	Kimley-Horn and Associates Inc.	\$ 100,090.79	
	<b>Total Fee</b>		\$ 100,909.79
<b>TOTAL CHANGE ORDER</b>			<u>\$ 190,880.18</u>
			+ \$ 4,365.71
<b>Total:</b>			<u>\$ 195,245.89</u>