

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: May 28, 2013

CONTACT PERSON/PHONE: R. Alan Shubert, P.E., Project Engineer – El Paso Ballpark, 541-4423

DISTRICT(S) AFFECTED: 8

SUBJECT:

That the City Manager be authorized to sign the First Amendment to the Agreement for Professional Services by and between the CITY OF EL PASO and POPULOUS, INC., a Missouri Corporation, for a project known as "El Paso Ballpark- Design Services" to add design, modification, steel detailing, and survey coordination services and to adjust engineering and construction administration fees for an additional amount not to exceed Seven Hundred Twenty Five Thousand Three Hundred Ten and No/00 Dollars (\$725,310.00). The original contract amount will be amended to \$3,820,680.00. Additionally, 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 agreement and its amendments.

BACKGROUND / DISCUSSION:

The additions to the project represent additional service requests originally not considered that require resources in order to allow continued timely construction of an AAA Ballpark in Downtown El Paso. The additional services requested include survey and design services, fee adjustments due to the increase in the overall project cost estimation, and construction administration costs.

PRIOR COUNCIL ACTION:

City Council authorized the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Populous, Inc., a Missouri Corporation, for El Paso Ballpark – Design Services for an amount not to exceed \$2,921,500.00, plus reimbursables not to exceed \$123,870.00, and that the City Engineer be authorized to approve up to \$50,000.00 in additional services, for a total contract amount not to exceed \$3,095,370.00 on November 27, 2012.

AMOUNT AND SOURCE OF FUNDING:

\$725,310.00; DeptId 190, Division 99998, Fund 4735, Account 580270, PCP12STADIUM1, Baseball Stadium Construction.

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD: _____

(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 Professional Services by and between the CITY OF EL PASO and POPULOUS, INC., a Missouri Corporation, for a project known as "El Paso Ballpark- Design Services" to add design, modification, steel detailing, and survey coordination services and to adjust engineering and construction administration fees for an additional amount not to exceed Seven Hundred Twenty Five Thousand Three Hundred Ten and No/00 Dollars (\$725,310.00). The original contract amount will be amended to \$3,820,680.00. Additionally, 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 agreement and its amendments.

ADOPTED THIS _____ DAY OF _____ 2013.

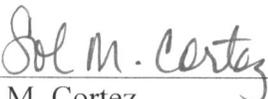
CITY OF EL PASO:

John F. Cook,
Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.
Project Engineer- El Paso Ballpark

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

FIRST AMENDMENT
AGREEMENT
FOR PROFESSIONAL SERVICES

This First Amendment to that certain Agreement for Professional Services is made this _____ day of _____, 2013, by and between the **CITY OF EL PASO**, a Texas municipal corporation (the "*Owner*"), and **POPULOUS, INC.**, a Missouri Corporation, (the "*Consultant*").

WHEREAS, on November 27, 2012, the Owner entered into an Agreement for Professional Services (the "*Agreement*") with the Consultant for a Project known as "**EL PASO BALLPARK-DESIGN SERVICES**" (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 to provide additional professional services for design, modification, steel detailing, and survey coordination and to adjust engineering and construction administration fees as more particularly set forth in Attachment "A" to this First Amendment. The additional services will be at an additional cost of \$725,310.00, thereby extending the contract amount from \$3,095,370.00 to \$3,820,680.00.

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 Agreement as well as perform the additional services as further described in Attachment "A" to this First Amendment.
2. **Payments to Consultant.** Payments to the Consultant shall be made pursuant to the schedule enumerated within Attachment "D" of the Agreement. Payment to the Consultant for the additional services the subject of this First Amendment shall not exceed Seven Hundred Twenty Five Thousand Three Hundred Ten and No/00 Dollars (\$725,310.00) for a total of contract amount not to exceed Three Million Eight Hundred Twenty Thousand Six Hundred Eighty and No/00 Dollars (\$3,820,680.00).
3. **Time of Completion.** The additional services the subject of this First 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. **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 the following page)

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO:

Joyce A. Wilson
City Manager

**CONSULTANT:
POPULOUS, INC.**

By: _____

APPROVED AS TO FORM:

Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:

R. Alan Shubert, P.E.
Project Engineer- El Paso Ballpark

Attachment A

El Paso Ballpark

Additional Service Scope of Work
May 22, 2013

ASR 1- Schematic Design Cost Estimate

Provide cost estimate based on the schematic design drawings.

ASR 3 – Railroad Platforms

Provide design and documentation for new platforms over the adjacent railway. Design will include two steel decks spanning over the existing train tracks. The decks will use a steel structure to span over the existing railway and include removable infill steel plates. Vertical circulation elements will be included as needed. Fencing/Rails and pedestrian lighting will also be included. Ventilation or other special construction needed to accommodate train traffic is not included. No other consultants other than those listed below are included.

ASR 4 – Fountain Design

Design and document two water features in the left field and centerfield areas. The left field water feature will be a WATER WALL with water cascading over the surface of the wall. The centerfield water feature will be a SPRAY GROUND with low jets of water for kids to play in.

ASR 5 – Supplemental Structural Steel Modeling

Produce a detailed Tekla model for distribution to the steel contractor or others for preparation of steel shop drawings from the model.

ASR 6 – Foundation Redesign at Retaining Wall

Change the design of the deep foundations along the railway from auger cast piles to drilled piers in the vicinity of the Union Pacific retaining wall. It is anticipated that the number of piles will be reduced to approximately 20.

ASR 7 – Survey Coordination

Coordinate two surveys to establish the horizontal control. One survey was for surface topography and boundary information and the other was utilities. There was a difference of several inches between the two surveys that had to be resolved so the two sets of information could be used.

ASR 8 – 5' Building Shift

Relocate the right center field building and right field wall 5' towards Santa Fe street.

Adjusted Structural and MEP Fees

The contract with Populous specifies that an increase in construction cost could result in an adjustment to the Structural and Mechanical/Electrical/Plumbing (MEP) engineering consultants' fees.

Construction Administration

Due to the increasing complex nature of the design and schedule, it may be necessary to augment the level of Construction Administration during the construction phase. The benefits of increasing the level of Construction Administration include improving design coordination, lessening the amount of change order activities, and providing quicker response to the needs of the Project.