

Attachment " A "

Storm 2006 Infrastructure Repair/Reconstruction Progress Update December 11, 2007

Council Ratification of the following Storm 2006 construction management and construction contracts. Such contracts were entered into by the City Manager under the authority granted by Council in the September 19, 2006 Council Resolution.

Design:

CH2M Hill, Inc. - First Amendment to original professional agreement shall provide additional design services for Storm 2006 projects. The projects include Colonia Escondida Drainage Improvements, and other Storm 2006 projects. The amendment shall extend contract value from \$725,000 to \$975,000.

CH2M Hill, Inc. - Second Amendment to original professional agreement shall provide additional design services for Storm 2006 projects. The projects include additional design services for Colonia Escondida Drainage Improvements, Cebada Pump Station Improvements, and Basin A Pump Station Improvements. The amendment shall extend contract value from \$975,000 to \$1,325,000.

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THE STATE OF TEXAS)
)
 COUNTY OF EL PASO) **AMENDMENT TO THE AGREEMENT
 FOR PROFESSIONAL SERVICES**

This Amendment to that certain Agreement for Professional Services is made this 2ND day of November, 2006 by and between the City of El Paso, a Texas municipal corporation (the "**Owner**"), and CH2M Hill, (the "**Consultant**").

WHEREAS, on November 2, 2006, the Owner entered into an agreement for professional services with the Consultant for a Project known as "**ON-CALL DRAINAGE SERVICES**" (the "**Agreement**");

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 \$725,000 to \$975,000 and require additional design services.

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 consultant shall provide additional design services for the Colonia Escondida Street and Drainage Improvement project as well as any other Storm 2006 projects that might require design services (the "**Services**"). The additional design services for Colonia Escondida are due to an alternate design approved by the Owner which requires further development. 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 **NINE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$975,000.00)**.

3. **Time of Completion.**

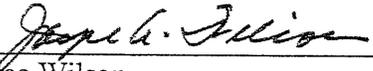
The Services shall be completed within the original project schedule as set forth in the Agreement, following the Owner's written Notice to Proceed to the Consultant.

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



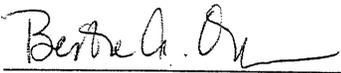
Joyce Wilson
City Manager

CONSULTANT

By: 

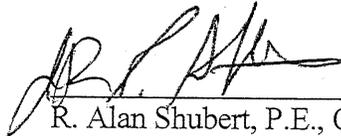
By: Sam Irrinki, P.E.
Title: Vice-President

APPROVED AS TO FORM:



Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E., C.B.O.
City Engineer

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THE STATE OF TEXAS)
)
 COUNTY OF EL PASO)

SECOND AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES AGREEMENT

THIS Second Amendment is made this 28th day of November, 2007, by and between THE CITY OF EL PASO, hereinafter referred to as the "Owner", and CH2M HILL, a Texas Corporation, hereinafter referred to as the "Consultant". INC.

WHEREAS, on November 2, 2006, the Owner entered into an Agreement for Professional Services with the Consultant for a Project known as "ON-CALL DRAINAGE SERVICES", hereinafter referred to as the "Agreement"; and,

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

WHEREAS, on August 27, 2007, the Owner entered into a First Amendment to the Agreement to allow the Consultant to perform additional services for the Colonia Escondida Street and Drainage Improvement project due to an alternate design approved by the Owner which required further development, and to extend the contract value from \$725,000 to \$975,000; and,

WHEREAS, the Owner desires to amend the Agreement to add additional services and to extend the contract value from \$975,000 to \$1,325,000;

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 Consultant shall provide additional design services for the Cebada and Basin A Pump Station projects as well as any other Storm 2006 projects that might require design services (the "***Services***"). The additional design services for Cebada and Basin A Pump Stations are due to repackaging to conform with El Paso Water Utility Standards. The Owner hereby authorizes the Consultant to continue to perform the Services as further described in Attachment "A" of the original agreement.

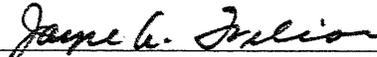
2. **Payments to Consultant.** Payments to the Consultant shall be made pursuant to the schedule enumerated within Attachment "D" of the original agreement. Payment to the consultant shall not exceed **ONE MILLION THREE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,325,000.00).**

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 expressly herein amended, shall remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

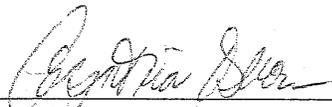
THE CITY OF EL PASO


Joyce Wilson, City Manager

CONSULTANT
CH2M HILL INC.

By: 
Sam Irrinki, P.E.
Title: Vice-President

APPROVED AS TO FORM:


Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:


Alan Shubert, P.E.
City Engineer

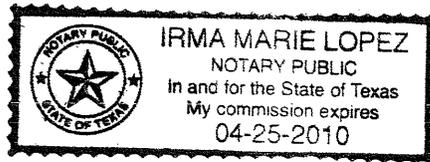
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ACKNOWLEDGEMENTS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 28th day of November, 2007,
by Joyce Wilson as CITY MANAGER of the CITY OF EL PASO, TEXAS.

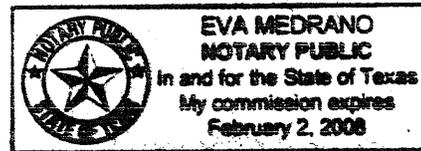
Irma Marie Lopez
Notary Public, State of Texas



THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 26 day of Nov., 2007,
by SAM IRRINKI, as VICE PRESIDENT of CH2M HILL.

Eva Medrano
Notary Public, State of Texas



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