

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

**DEPARTMENT:** Engineering and Construction Management

**AGENDA DATE:** February 24, 2015

**CONTACT PERSON/PHONE:** Irene D. Ramirez, P.E., Interim City Engineer, 212-1831

**DISTRICT(S) AFFECTED:** 8

**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 SWA Group, a California Corporation, for a project known as "San Jacinto Plaza Redesign" to add additional professional services for construction services in the amount of Fifty thousand and No/100 Dollars (\$50,000.00) thereby extending the contract amount from \$550,000.00 to \$600,000.00.

**BACKGROUND / DISCUSSION:**

This amendment is to cover additional services from the consultant due to the project schedule being extended. The amendment covers services such as the review of contractor's shop drawings, responding to contractor's requests for information, site visits to assess and inspect Los Lagartos canopy. The amendment value is not to exceed \$50,000.

**PRIOR COUNCIL ACTION:**

June 12, 2012 Resolution-Agreement for Professional Services for San Jacinto Plaza Redesign

**AMOUNT AND SOURCE OF FUNDING:**

\$50,000.00 2012 Quality of Life Bonds

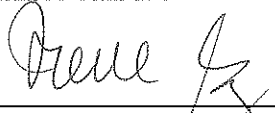
**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*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*

CITY CLERK DEPT.  
2015 FEB 19 PM 12:26

## RESOLUTION

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

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 **SWA Group**, a California Corporation, for a project known as "San Jacinto Plaza Redesign" to add additional professional services for construction services in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) thereby extending the contract amount from \$550,000.00 to \$600,000.00.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser, Mayor


ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sol M. Cortez  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Irene D. Ramirez, P.E.  
Interim 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 \_\_\_\_\_, 2015, by and between the City of El Paso, a Texas municipal corporation (the "**Owner**"), and SWA Group, (the "**Consultant**").

**WHEREAS**, on June 12, 2012, the Owner entered into an Agreement for Professional Services (the "**Agreement**") with the Consultant for a Project known as "San Jacinto Plaza Redesign" (the "**Project**");

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

**WHEREAS**, the Agreement further provides that the City Engineer may authorize additional services in an amount not to exceed \$50,000.00; and

**WHEREAS**, on December 4, 2014, the Owner and Consultant entered into a First Amendment to the Agreement to provide additional services for design coordination at an additional cost of \$50,000.00 thereby extending the contract amount from \$500,000.00 to \$550,000.00 pursuant to the City Engineer's authority; and

**WHEREAS**, the parties hereto desire to enter into a second amendment to the Agreement to provide additional services for construction observation, which includes but is not limited to, review of submittals and shop drawings, answering Requests for Information, and conduct site visits to inspect the Project's canopy and other amenities, at an additional cost of \$50,000, thereby extending the contract amount from \$550,000.00 to \$600,000.00.

**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 Second 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 Second Amendment shall not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).

3. **Time of Completion.** The additional services the subject of this Second 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.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**THE CITY OF EL PASO**

\_\_\_\_\_  
Tomás González,  
City Manager

**CONSULTANT**  
SWA Group

\_\_\_\_\_  
By: Gerdo Aquino  
Title: President/Principal

**APPROVED AS TO FORM:**

Sol M. Cortez  
\_\_\_\_\_  
Sol M. Cortez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Irene D. Ramirez, P.E.  
Interim City Engineer

**ACKNOWLEDGEMENTS**

**THE STATE OF TEXAS   §**  
  **§**  
**COUNTY OF EL PASO    §**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by **Tomás González**, as **City Manager** of the **City of El Paso**, Texas.

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

**My commission expires:**

\_\_\_\_\_

**THE STATE OF TEXAS   §**  
  **§**  
**COUNTY OF EL PASO    §**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by **Gerdo Aquino** as **President/Principal** of **SWA Group**.

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

**My commission expires:**

\_\_\_\_\_

## ATTACHMENT "A"

Attachment A



January 28, 2015

City of El Paso - Engineering Department  
218 N. Campbell, 2nd Floor  
El Paso, Texas 79901

Attention: Rick Venegas

Subject: San Jacinto Plaza Phase II Additional Services – Construction Observation  
San Jacinto Plaza Design Contract

Dear Rick:

This letter is in response to your request to Trent Okumura for SWA Group to provide Additional Services on the subject project. The scope of these services will be:

SWA and Sub-Consultants to provide Construction Observation for the above mentioned project on an as-needed basis to facilitate the shade canopy, café, and un-altered design improvements process.

These services will be billed to you under our San Jacinto Plaza Redesign Contract under the terms and conditions of our contract with you.

The fee for these services will not exceed \$50,000 without further authorization. We estimate reimbursable expenses will not exceed \$3,000.

It is understood that you are responsible for payment for these services, whether or not you are reimbursed for same. If you are not in agreement with these conditions, please notify us to stop work on these services immediately.

We request your written approval of this authorization for Additional Services by signing and returning one copy of this letter for our files.

If this is not your understanding, or if you have questions regarding the above, please contact me immediately.

Gerdo P Aquino  
Ying-Yu Hung  
Kinder Baumgardner  
David Berkson  
René Blhan  
William Callaway  
Scott Cooper  
John E Cutler  
Marco Esposito  
Tom Fox  
Cinda Gilliland  
Loreen Hjort  
Roy Imamura  
Robert Jacob  
Richard K Law  
Hui-Li Lee  
James Lee  
Margaret Leonard  
John S Loomis  
Ye Luo  
Charles S McDaniel  
Ross Nadeau  
Sean O' Malley  
Timothy Peterson  
Lawrence Reed  
R Joseph Runco  
Kevin Shanley  
Elizabeth Shreeve  
Scott Slaney  
David P Thompson  
John L Wong

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Dallas  
San Francisco  
Shanghai

811 West 7th Street  
Suite 430  
Los Angeles  
CA 90017-3475  
Tel 213.236.9090  
Fax 213.236.9091  
www.swagroup.com

Sincerely yours,

SWA GROUP



Gerdo P. Aquino, FASLA  
President/Principal  
Contracting Agent  
Landscape Architect, TX License #2614  
Landscape architects are licensed by the State of Texas.

Accepted: City of El Paso

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

GA/to

In order to expedite invoicing, please indicate the following:

**Billing Address:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Your reference name/number:

\_\_\_\_\_

Your Purchase Order or Contract Number reference for invoicing:

\_\_\_\_\_





# **San Jacinto Plaza Redesign**

## **Second Amendment to Professional Services Agreement**

**February 24, 2015**



## **Background**

- Voters approved reconstruction of San Jacinto Plaza on November 6, 2012.
- Design was required to reconstruct San Jacinto Plaza
- City Council awarded design contract to SWA Group, Inc.
- Funded by 2012 Quality of Life Bonds
- District No. 8



## Previous Council Action

- Council approved the original Agreement for Professional Services between the City and SWA Group, Inc. on June 12, 2012. The services included basic services for design and preparation of construction drawings. Not included was consultant services during construction. The agreement was for \$500,000 with the City Engineer having the authority to authorize additional services not to exceed \$50,000.
- On December 4, 2014 City Engineer authorized a first amendment in the amount not to exceed \$50,000 for consultant services during construction phase services.



## Scope of Work

- Additional consultant services during construction
- Includes reviewing submittals and shop drawings
- Site visits to inspect Los Lagartos canopy and other amenities
- Respond to contractor's questions on design
- Amendment value is a not to exceed \$50,000



## Questions/Comments