

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

CITY CLERK DEPT.

**DEPARTMENT:** Capital Improvement Department

2016 AUG -4 AM 11: 05

**AGENDA DATE:** August 9, 2016

**CONTACT PERSON NAME AND PHONE NUMBER:** Monica Lombrana, A.A.E., Capital Improvement Director  
212-1564

**DISTRICT(S) AFFECTED:** 1 & 8

**SUBJECT:**

A resolution that the City Manager be authorized to sign a First Amendment to Agreement for Professional Services by and between the CITY OF EL PASO and IN\*SITU ARCHITECTURE PLLC, a Texas Limited Liability Company, for a project known as "Westside Pool" for an amount not to exceed Seventy Seven Thousand Six Hundred Twenty Two and 00/100 Dollars (\$77,622.00) thereby extending the contract amount from \$700,504.00 to \$778,126.00 to provide additional services for construction administration, and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary to execution of this agreement.

**BACKGROUND / DISCUSSION:**

On November 6, 2012 voters approved the 2012 Quality of Life bond proposition which includes the new Westside Pool.

This agreement is for the consultant to design a 50 meter competition swimming pool.

On July 22, 2014 the City Council approved an agreement between the City of El Paso and In\*situ Architecture, PLLC, for a project known as "Westside Pool".

**PRIOR COUNCIL ACTION:**

July 22, 2014 – City Council approves contract

**AMOUNT AND SOURCE OF FUNDING:**

\$77,622.00 – 2012 Quality of Life Bonds

**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*

***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 a First Amendment to Agreement for Professional Services by and between the **CITY OF EL PASO** and **IN\*SITU ARCHITECTURE PLLC**, a Texas Limited Liability Company, for a project known as **“WESTSIDE POOL”** for an amount not to exceed Seventy Seven Thousand Six Hundred Twenty Two and 00/100 Dollars (\$77,622.00) thereby extending the contract amount from \$700,504.00 to \$778,126.00 to provide additional services for construction administration; and 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 this agreement.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

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

\_\_\_\_\_  
Monica Lombraña, A.A.E., Director  
Capital Improvement Department

2016 AUG -3 AM 9:34

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 \_\_\_\_\_, 2016, by and between the City of El Paso, a Texas municipal corporation (the "*Owner*"), and In\*Situ Architecture, PLLC, a Texas Limited Liability Company (the "*Consultant*").

**WHEREAS**, on July 22, 2014, the Owner entered into an Agreement for Professional Services (the "*Agreement*") with the Consultant for a Project known as "West Side Pool - Natatorium" (the "*Project*");

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

**WHEREAS**, the City Engineer approved a change order for \$17,785.00 through the authority delegated by City Council to the City Engineer to authorize to approve up to \$50,000.00 in additional services; and

**WHEREAS**, the parties hereto further desire to amend the Agreement to provide additional services for construction administration at an additional cost of \$77,622.00, thereby extending the contract amount from \$700,504.00 to \$778,126.00.

**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 \$77,622.00.
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.

CITY CLERK DEPT.  
2016 AUG -3 AM 9:34

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**THE CITY OF EL PASO**

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

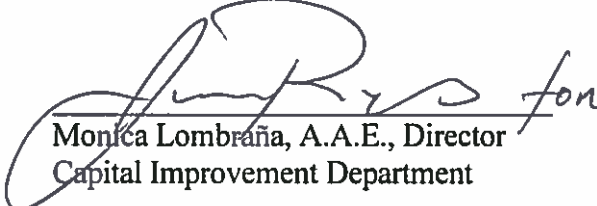
**CONSULTAN**

\_\_\_\_\_  
William C. Helm II, AIA, CNU-A, President

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Monica Lombrana, A.A.E., Director  
Capital Improvement Department

**ACKNOWLEDGEMENTS**

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016,  
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 EI PASO   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016,  
by **William C. Helm II, AIA, CNU-A, as President of In\*Situ Architecture.**

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

**My commission expires:**

\_\_\_\_\_

## **Attachment “A”**

January 12, 2016

Monica Lombraña, A.A.E.  
Director, Capital Improvement Department  
City of El Paso Texas  
218 N. Campbell, 2nd Floor  
El Paso, Texas 79901

RE: Westside Pool - Natatorium, Additional Services Proposal 1 - Construction Administration

Ms. Lombraña,

We offer herein for your consideration an additional services proposal for Construction Administration services as identified in Appendix A of our original contract. Our original contract excluded these Construction Administration services, therefore we are hereby submitting this formal proposal for the previously identified services for the Bidding and Construction phases of the project. These services are broken down as follows:

Bidding Phase	\$ 25,224
Construction Phase	\$ 50,448
Reimbursable Printing Allowance	\$ 1,950
Total CA Services	\$ 77,622

Thanks for your consideration of these proposed additional fees. Let me know if you have any questions regarding this proposal.

Best Regards,



William C. Helm II, AIA, CNU-A  
915.227.2040  
[wchelm@insituarc.com](mailto:wchelm@insituarc.com)



# IN\*SITU ARCHITECTURE

Fee Proposal - Westside Pool-Natatorium located at Galatzan/Leo Cancellare

Appendix - A

Rev 1.12.16

	Rate	Hours	Design & Construction	Hours	LEED/GG Design	Additional Services	Totals
<b>TOTAL AE FEES - ORIGINAL CONTRACT</b>			<b>\$504,477.95</b>		<b>\$103,673.00</b>	<b>\$145,520.92</b>	<b>\$753,671.87</b>
<b>FEE SCHEDULE BY PHASE</b>		%		%			
01 - PRELIMINARY CONCEPT PHASE		5.00%	\$25,224			01	\$25,224
02 - FINAL CONCEPT PHASE		10.00%	\$50,448	10.00%	\$10,367	02	\$75,367
03 - PRELIMINARY DESIGN PHASE		35.00%	\$176,567	50.00%	\$51,837	03	\$301,164
04 - PRE-FINAL DESIGN PHASE		25.00%	\$126,119	30.00%	\$31,102	04	\$200,878
05 - FINAL DESIGN PHASE		10.00%	\$50,448	10.00%	\$10,367	05	\$75,367
<b>TOTAL DESIGN FEE</b>		<b>85.00%</b>	<b>\$428,806</b>	<b>100.00%</b>	<b>\$103,673</b>	<b>\$145,521</b>	<b>\$678,000</b>
<b>REIMBURSABLE EXPENSE ALLOWANCE</b>							
Construction Document Sets (38)	\$55.00	38	\$2,090				\$2,090
Specifications/Project Manuals (25)	\$45.00	25	\$1,125				\$1,125
Plotting for Reviews (200)	\$5.00	200	\$1,000				\$1,000
<b>Total Reimbursable Allowance</b>			<b>\$4,215</b>				<b>\$4,215</b>
<b>TOTAL FEES - ORIGINAL CONTRACT</b>							<b>\$682,215</b>
<b>ADDITIONAL DESIGN SERVICES 8.2.15</b>						<b>\$18,289</b>	<b>\$18,289</b>
<b>TOTAL APPROVED TO DATE</b>							<b>\$700,504</b>
<b>PROPOSED ADDITIONAL SERVICES</b>							
<b>CONSTRUCTION ADMINISTRATION</b>							
06 - BIDDING PHASE		5.00%	\$25,224			06	\$25,224
07 - CONSTRUCTION PHASE		10.00%	\$50,448			07	\$50,448
<b>TOTAL BID/CA SERVICES</b>			<b>\$75,672</b>				<b>\$75,672</b>
<b>REIMBURSABLE EXPENSE ALLOWANCE</b>							
Construction Document Sets (38)	\$65.00	30	\$1,950				\$1,950
<b>Total Reimbursable Allowance</b>							<b>\$1,950</b>
<b>TOTAL NEW ADDITIONAL SERVICES</b>							<b>\$77,622</b>
<b>TOTAL FEES AND ALLOWANCES</b>							<b>\$778,126</b>