

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

DEPARTMENT: Engineering Department

AGENDA DATE: January 8, 2008

CONTACT PERSON/PHONE: Javier Reyes, 541-4630

DISTRICT(S) AFFECTED: 6

SUBJECT:

That the City Manager be authorized to sign an Amendment to an Agreement for Architectural Services by and between the **CITY OF EL PASO** and **GUILLELMO BARAJAS, INC., DBA - ENVIRO IDEA**, for a project known as **"YSLETA BRANCH LIBRARY EXPANSION"**, in an amount not to exceed **FORTY NINE THOUSAND THIRTY ONE AND 00/100 DOLLARS (\$49,031.00)**

BACKGROUND / DISCUSSION:

The Consultant is exercising his option as specified on the original agreement to provide additional and extended construction observation services due to the actual construction project completion schedule exceeding more than twenty five (25%) percent of the contract's original construction schedule. The original construction schedule was for the project to be completed in four months. The construction project took eight months to complete. The project schedule was exceeded due to additional user department requests and unforeseen conditions. City staff and the Consultant negotiated a fee of \$4,060.00 to perform additional construction observation services. The additional construction observation services consist of attending additional meetings and construction field reports, and processing additional change orders.

PRIOR COUNCIL ACTION:

City Council awarded the original contract in the amount of \$44,971.00 on November 22, 2005.

AMOUNT AND SOURCE OF FUNDING:

Funding Source	Community Development Block Grant
Project No.	G7131CD0013
Department ID	71150069
Fund No.	07828
Account No.	508016

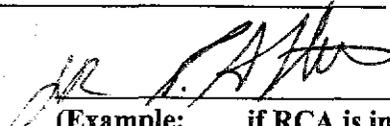
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BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:  _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____

DATE: _____

RESOLUTION

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

That the City Manager be authorized to sign an Amendment to an Agreement for Architectural Services by and between the **CITY OF EL PASO** and **GUILLERMO BARAJAS, INC., DBA – ENVIRO IDEA**, for a project known as “**YSLETA BRANCH LIBRARY EXPANSION**”, in an amount not to exceed **FORTY NINE THOUSAND THIRTY ONE AND 00/100 DOLLARS (\$49,031.00)**

ADOPTED this _____ day of _____, 2008.

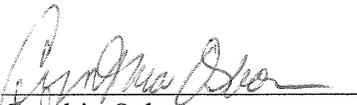
THE CITY OF EL PASO

John Cook
Mayor

ATTEST:

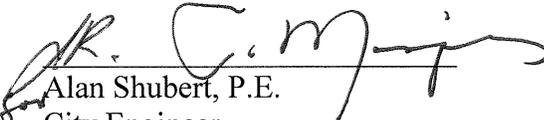
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



Alan Shubert, P.E.
City Engineer

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO

FIRST AMENDMENT TO AGREEMENT
FOR ARCHITECTURAL SERVICES

THIS First Amendment is made this ____ day of _____, 2008, by and between THE CITY OF EL PASO, hereinafter referred to as the "Owner", and GUILLERMO BARAJAS, INC., DBA – ENVIRO IDEA, a Texas Corporation, hereinafter referred to as the "Architect".

WHEREAS, on November 22, 2005, the Owner entered into an Agreement for Architectural Services, with the Architect for a Project known as "YSLETA BRANCH LIBRARY EXPANSION" (the "Agreement"), and

WHEREAS, the Agreement may be amended under the provisions of Section II.A of the Agreement; and,

WHEREAS, the parties hereto desire to amend the Agreement pursuant to Section II.A.11.b of the Agreement, to provide additional or extended services during construction made necessary by prolongation of the construction contract time by more than twenty-five percent (25%), and to extend the contract value from \$44,971.00 to \$49,031.00.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Scope of Services.**

In accordance with Section II, Part A, of the Agreement, **Additional Services of the Architect**, the Owner hereby authorizes the Architect to provide additional services for duration of the construction phase: advise and consult with Owner and act as the Owner's representative as provided in the general conditions, visit construction site at least once a week to observe progress, and review data which construction contractor is required to submit.

2. **Payments to Architect.**

Payment shall be contingent on the Owner's approval of the work performed by the Architect. The method of payment shall be pursuant to the schedule of payments outlined in Section V.B. of the Agreement. The Architect's fee proposal for the additional services is attached hereto and made a part hereof for all purposes as **Exhibit "A"**. Payment to Architect shall not exceed **FORTY NINE THOUSAND THIRTY ONE AND 00/100 DOLLARS (\$49,031.00)**.

3. **Terms and Conditions.**

All terms and conditions of the Agreement and all subsequent Amendments to the Agreement, except as herein revised, shall remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

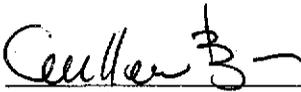
OWNER:
THE CITY OF EL PASO

Joyce Wilson
City Manager

ATTEST:

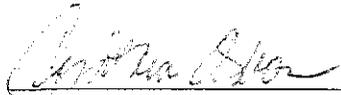
Richarda Duffy Momsen
City Clerk

ARCHITECT:
Guillermo Barajas, Inc.
dba – Enviro IDEA

By: 

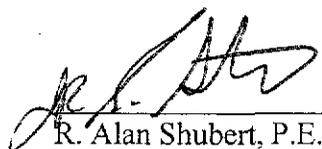
Guillermo Barajas, A.I.A.
President

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

(Acknowledgements begin on next page)

CITY CLERK DEPT.
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inn-o-va-tive\ 'in-e-va-tiv\ adj: characterized by tending to, or introducing a new idea or method.

October 31, 2007

EXHIBIT " A "

Ms. Yvette Hernandez
City Engineering Department
2 Civic Center Plaza
El Paso, Texas 79901

RE: Ysleta Branch Library Addition

Dear Ms. Hernandez,

The purpose of this correspondence is to request additional services for the above referenced project. The project has exceeded the 120 day completion time by 120 days. My contract requires that I continue with this project up to 25% of the original completion time.

At this time, we are requesting the amount of \$4,060.00 (Four Thousand Sixty Dollars and Zero Cents) as compensation for the additional 90 days beyond the 25% required by contract.

Please contact me if you have any questions.

Sincerely,



Guillermo Barajas, AIA

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Detailed Explanation of Amendment

Project Name: Ysleta Branch Library Expansion
Type of Contract: Architectural Services Agreement
Date City Council Awarded Original Agreement: November 22, 2005
Amount of Original Contract: \$44,971.00
Amount for this Amendment: \$4,060.00

Contractual Justification for Additional Services

Guillermo Barajas, Inc., DBA-ENVIRO IDEA has decided to exercise their right to request compensation for additional services in the amount of \$4,060.00 because the Ysleta Branch Library Expansion project exceeded the original construction schedule by more than twenty-five (25%) percent. The request is based on the contractual condition specified on Section II A, ADDITIONAL SERVICES OF THE ARCHITECT, Item 11 of the original contract. The following is the condition specified on the contract:

“Provide additional or extended services during construction made necessary by: **a.** Work damaged by fire or other cause during construction; **b.** prolongation of the construction contract time by more than **twenty-five percent (25%)**, provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Architect; **c.** Acceleration of the work schedule involving services beyond normal City working hours; or **d.** Construction contractor’s default under the construction contract due to delinquency or insolvency.”

During the construction of the Ysleta Branch Library Expansion the consultant, Guillermo Barajas, Inc., DBA-ENVIRO IDEA, was responsible by contract to visit the site every week, observe construction practices and quality of work and prepare written observation reports, attend weekly meetings, and review change orders. The original schedule of four months for the building contractor to complete the project was March 20, 2007. Because of additional user department requests and unforeseen conditions the project was completed four months later on July 18, 2007. Therefore the consultant exceeded their efforts as agreed on their original fee proposal. The consultant requested more compensation than is reflected on the amendment. However after negotiations, City staff and the consultant agreed on the fee of \$4,060.00. The following is a breakdown of the agreed fee for additional services:

Architect

Both City staff and the consultant agreed that no more than ten (10) additional hours were spent for the architect to attend additional construction meetings and review user

department requested change orders and unforeseen condition change orders. The total cost of ten hours for the architect at a rate of \$100.00/hour is \$1,000.00.

Project Manager

Both City staff and the consultant agreed that no more than twelve (12) additional site visits were made by the consultant's project manager. The site visits consisted of observing construction methods and quality of work. The twelve visits equaled thirty-six (36) hours of company staff time. The total cost of thirty-six hours for the project manager at a rate of \$75.00/hour is \$2,700.00.

Clerical

Both City staff and the consultant agreed that no more than eight (8) hours of clerical support were spent for the additional services. The total cost of eight hours for clerical support at a rate of \$45.00/hour is \$360.00.

The total cost for additional services is $(\$1,000.00 + \$2,700 + \$360.00) = \$4,060.00$