

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

**DEPARTMENT:** Engineering Department  
**AGENDA DATE:** February 20, 2007  
**CONTACT PERSON/PHONE:** Javier Reyes, P.E., 541-4630  
**DISTRICT(S) AFFECTED:** District #8

**SUBJECT:**

That the City Manager be authorized to sign a Second Amendment to an Agreement for Architectural Services between the **City of El Paso** and **ARTchitecture 1, LP, d.b.a. ARTrchitecture**, for a project known as the **"Rawlings Dental Health Clinic"** to modify the voice and data conduit that leads to the dental surgery suites and to include conduit and rough-ins for surveillance cameras for an amount not to exceed ONE THOUSAND SIXTY-FIVE and 00/100 DOLLARS (\$1,065.00).

**BACKGROUND / DISCUSSION:**

The Consultant shall design the conduit and rough-ins for surveillance cameras and modify the voice and data conduit that leads to the Rawlings Health Clinic dental surgery suites. City County Health is requesting underground conduit for surveillance cameras to provide security to the facility. Furthermore, additional larger conduit for voice and data will be installed to make way for future improvements to the computer system.

**PRIOR COUNCIL ACTION:**

City Council awarded the original contract on January 3, 2004 and the first amendment on March 14, 2006.

**AMOUNT AND SOURCE OF FUNDING:**

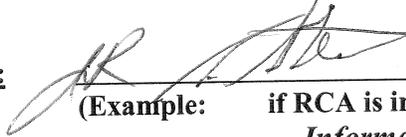
The following is the account information: G7131CD0024/07846/71150069/508027. No budget transfer is required.

**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:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**CITY MANAGER:** \_\_\_\_\_

07 FEB 15 PM 1:57  
CITY CLERK DEPT.

**RESOLUTION**

CITY CLERK DEPT.  
07 FEB 15 AM 11:30

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

That the City Manager be authorized to sign a Second Amendment to an Agreement for Architectural Services between the **City of El Paso** and **ARTchitecture 1, LP, d.b.a. ARTrchitecture**, for a project known as the **“Rawlings Dental Health Clinic”** to modify the voice and data conduit that leads to the dental surgery suites and to include conduit and rough-ins for surveillance cameras for an amount not to exceed ONE THOUSAND SIXTY-FIVE and 00/100 DOLLARS (\$1,065.00).

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.**

THE CITY OF EL PASO:

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Lupe Cuellar  
Assistant City Attorney

APPROVED AS TO CONTENT:

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

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

SECOND AMENDMENT TO AGREEMENT  
FOR ARCHITECTURAL SERVICES

07 FEB 15 AM 11:30

This **Second Amendment** is made this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between **THE CITY OF EL PASO**, a municipal corporation, organized and existing under the laws of the State of Texas, hereinafter called the “**Owner**” and **ARTchitecture 1, LP, d.b.a ARTchitecture**, a Texas corporation, hereinafter called the “**Architect**.”

**WHEREAS**, on January 3, 2004, the Owner entered into an Agreement for Architectural Services with Architect for a Project known as “**Rawlings Dental Health Clinic**” (the Agreement), and,

**WHEREAS**, on March 14, 2006, the Owner entered into a First Amendment to the Agreement for Architectural Services to increase the Rawlings Dental Health Clinic from a total floor area of an approximately 3,300 square feet to 3,500 square feet, and,

**WHEREAS**, the Agreement may be amendment under the provisions of Section II.A.3, and II.A.9 of the Agreement; and,

**WHEREAS**, it is necessary to amend the Agreement under the above stated provisions because the Owner has requested from the Architect to modify the voice and data conduit that leads to the dental surgery suites and to include conduit and rough-ins for surveillance cameras.

**NOW, THEREFORE**, it is hereby agreed as follows:

1. **Scope of Services**

The Owner hereby authorizes the Architect to proceed with the design to modify the voice and data conduit that leads to the dental surgery suites and to include conduit and rough-ins for surveillance cameras.

2. **Time of Completion**

The Architect shall proceed with the design amendment and submit all items within three consecutive calendar days after receiving the written authorization from the Owner for the Architect to proceed.

3. **Payments to Architect**

A. The Owner shall pay the Architect an additional amount not to exceed **ONE THOUSAND SIXTY-FIVE and 00/100 DOLLARS (\$1,065.00)** for the services presented in this second amendment.

The Owner shall make progress payments upon presentation of the Architect’s detailed invoice and accompanying Summary and Progress Report and the Owner’s written

approval. The Architect's fee proposal for the additional services is attached hereto as **Exhibit "A."**

**4. Terms and Conditions**

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

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

OWNER: THE CITY OF EL PASO

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

ENGINEER: ARTchitecture 1, L.P, d.b.a.  
ARTchitecture

By: \_\_\_\_\_  
Federico (Fred) Perez, A.I.A.  
Principal

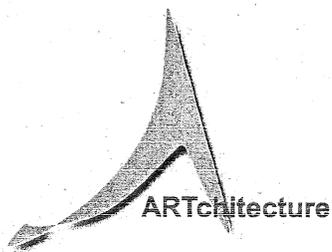
APPROVED AS TO FORM:

\_\_\_\_\_  
Lupe Cuellar  
Assistant City Attorney

APPROVED AS TO CONTENT:

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





Architecture • Planning • Interior Design

February 8, 2007

Mr. Javier Reyes, P.E.  
**Engineering Program Manager**  
 City of El Paso  
 Two Civic Center Plaza  
 El Paso, TX 79901-1196

RE: **Rawlings Dental Health Clinic**  
**3301 Pera Avenue**

CITY CLERK DEPT.  
07 FEB 15 AM 11:45

**Fee Proposal**

Dear Mr. Reyes:

It is with great Pride that we at ARTchitecture submit this fee proposal for the above referenced project. We are committed to giving the City of El Paso and the Health Department our undivided attention and performing on an optimum level. We are confident that we can carry out the work required and meet the City's schedule as well.

◆ **SCOPE OF WORK**

- The Scope of the work includes redesigning data conduit and data runs from the dental station to the data closet. The work will also include additional data runs for "rough-in" of surveillance cameras. The design of the system is not included.

◆ **FEE**

FEB 12 2007

<b>*ARCHITECT</b>						
<i>Additional Services</i>						
	Architect	1	\$ 85.00	\$ 85.00		
	Intern Architect	4	\$ 55.00	\$ 220.00		
	<b>Sub-Subtotal</b>				<b>\$ 305.00</b>	
	<b>ARCHITECT SUBTOTAL</b>					<b>\$ 305.00</b>
<b>*ELECTRICAL ENGINEER</b>						
<i>Preliminary Phase</i>						
	Electrical Engineer	4	\$ 120.00	\$ 480.00		
	CADD Technician	4	\$ 50.00	\$ 200.00		
	Secretarial	2	\$ 40.00	\$ 80.00		
	<b>Sub-Subtotal</b>				<b>\$ 760.00</b>	
	<b>GRAND TOTAL</b>					<b>\$ 1,065.00</b>

Our Proposal is based on actual time spent generating the work and performing all services required to render the additional Services listed above.

Construction Phase:	(\$ 1,065.00)
<b>Total Compensation:</b>	<b>(\$ 1,065.00)</b>

◆ **REIMBURSABLE ITEMS**

The following items will be considered reimbursable and billed to you at 1.20%:

1. Overnight packages (i.e. Federal Express, UPS, etc.).
2. Renderings
3. Travel Expenses, etc.

◆ **ITEMS NOT INCLUDED**

The following items are not part of our proposal:

1. Permit Fees
2. Utility Fees
3. Artist/Muralist
4. Project Renderings

◆ **ITEMS INCLUDED**

The following items are part of our proposal:

1. Copies to Owner

◆ **COMPLETION TIME**

Our completion time for working drawings will be as described in the **Project Scope** included in this proposal and will be directly tied to your review time and notice to proceed during each phase.

Note: The following is a Statement of Jurisdiction, which will serve as a reference if needed.

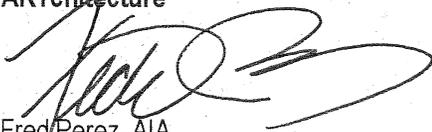
“ The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas”

Address: P.O. box 12337  
Austin, TX 78711-2337  
Phone: (515) 305-9000  
Website: tbae.state.tx.us

If you have any questions or require additional information please do not hesitate to contact us.

Respectfully Submitted,

ARTchitecture



Fred Perez, AIA  
Principal

CITY CLERK DEPT.  
07 FEB 15 AM 11:45