

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

DEPARTMENT: Sun Metro

AGENDA DATE: August 18, 2009

CONTACT PERSON/PHONE: Jay Banasiak, Director of the Mass Transit Department, 534-5810 and R. Alan Shubert, P.E., City Engineer 541-4423

DISTRICT(S) AFFECTED: District 8

SUBJECT:

That the City Engineer be authorized to sign the Second Amendment to the Agreement for Architectural Services by and between the City of El Paso and Aguilar & Mesta, Inc. D/B/A Perspectiva for a project known as "Westside Transit Terminal" in the amount of twenty two thousand sixteen and no/100 (\$22,016.00) thereby extending the contract amount from \$152,230.00 to a total of \$174,246.00.

BACKGROUND / DISCUSSION:

In order to provide exceptional customer service Sun Metro would like to add a concessionaire area to the new Westside Transit Terminal. The concessionaire area would be located on the southwest corner of the project site at the current location of the open air canopy. The design of this area shall include but not limited to the following: electrical, mechanical/plumbing, heating and cooling, area to prepare food such as sandwiches, hotdogs, and snacks, counter area, sitting area, storage area, and separate utility meters from the terminal building. The addition shall complement the aesthetics of the proposed terminal building, shall be functional for the purpose of providing customer service, comply with ADA requirements, comply with all local, state, and federal building codes. The designer shall be responsible to submit required sets to City of El Paso Development Services Department for review and approval. The designer shall be responsible to obtain approval from Development Services Department before the construction documents are submitted to the contractor for a price quote, Provide specifications which include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. All specifications must comply with established specification standards and formats.

PRIOR COUNCIL ACTION:

City Council awarded the construction contract for the Westside Transit Terminal Solicitation No. 2009-079 April 28, 2009.

AMOUNT AND SOURCE OF FUNDING:

60600011/508016/11711/PCP09MT005 Funding Source: American Recovery and Reinvestment Act (ARRA)

BOARD / COMMISSION ACTION:

Enter appropriate comments or 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 Engineer be authorized to sign the Second Amendment to the Agreement for Architectural Services by and between the **CITY OF EL PASO** and **AGUILAR & MESTA, INC. D/B/A PERSPECTIVA** for a project known as **“WESTSIDE TRANSIT TERMINAL”** in the amount of **TWENTY TWO THOUSAND SIXTEEN AND NO/100** (\$22,016.00) thereby extending the contract amount from \$152,230.00 to a total of \$174,246.00.

ADOPTED THIS _____ DAY OF _____ 2009.

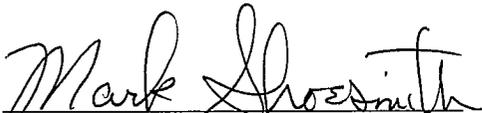
CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

APPROVED AS TO FORM:



Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT



Jay Banasiak, Director
Mass Transit Department

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

THIS SECOND, is made this _____ day of _____, 2009, by and between THE MASS TRANSIT DEPARTMENT BOARD OF THE CITY OF EL PASO, a municipal corporation, organized and existing under the laws of the State of Texas, hereinafter called "Owner" and AGUILAR & MESTA, INC. D/B/A PERSPECTIVA, a Texas Corporation, hereinafter called the "Architect."

WHEREAS, on April 25, 2006, the Owner entered into an Agreement for Architectural Services with the Architect for a Project known as "WESTSIDE TRANSIT TERMINAL" (the "Agreement"), for a contract amount of \$136,524.00; and

WHEREAS, the Agreement may be amended under the provisions of Attachment "C" through written amendment approved by City Council; and

WHEREAS, on May 13, 2008, the Owner and the Architect entered into a First Amendment to the Agreement for Architectural Services to remove retail space for \$15,706.00, for a contract amount of \$152,230.00 and

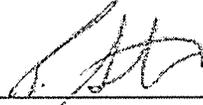
WHEREAS, the parties hereto desire to amend the original agreement, pursuant to Attachment "C", to add a concessionaire and refrigerated air in the amount of \$22,016.00, thereby extending the contract value from \$152,230.00 to \$174,246.00.

NOW THEREFORE, in consideration of the mutual promises set forth in this First 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 Architect to prepare additional drawings and specifications associated with an owner initiated change to the scope of work, as further described in Attachment "A", which is attached hereto and incorporated herein by reference.
2. **Payments to Architect.** Payments to Architect shall be made pursuant to the terms set out in Article III of the original agreement and Architect's fee proposal for additional services attached hereto as Exhibit "A" and made a part hereof for all purposes. Payments to Architect shall not exceed A NET INCREASE OF TWENTY TWO THOUSAND SIXTEEN 00/100 DOLLARS (\$22,016.00).
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 Architect.
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:

CITY OF EL PASO:



R. Alan Shubert, P.E.
City Engineer

CONSULTANT:

Aguilar & Mesta, Inc. d/b/a/ Perspectiva



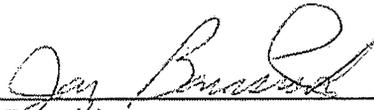
Martin Needle, AIA
Vice President

APPROVED AS TO FORM:



Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT:



Jay Banasiak
Sun Metro Director of Mass Transit

(Acknowledgement page to follow)

ATTACHMENTS A & B



July 27, 2009

Irene D. Ramirez, P.E.
Assistant City Engineer
City Of El Paso
2 Civic Center Plaza
El Paso, Texas 79901

RE: Westside Transit Terminal
Subject: Proposal for additional A/E services

Dear Ms. Ramirez:

Herewith is our fee proposal for additional Architectural and Engineering Services; to add a concessionaire building to present site, electrical and structural design to add Sun Metro "Onstreet" signs to each bus bay and to replace evaporative air units with refrigerated air.

Our proposed fee is \$22,016.00 (Twenty Two Thousand and Sixteen Dollars); this fee includes Civil, Landscape, Architectural, MEP and structural consultants for concessions building and architectural and structural for street sign. New drawings will be produced and present applicable drawings will be revised as necessary. We have considered a different structural consultant "MM Structural Engineers, Inc" for the additional services due to our previous structural consultant "Concept Engineers" closing their local office and we have not include a cost estimator since we have a general contractor on board.

Breakdown of our fee is as follows:

- | | |
|---|------------------------------------|
| 1. Civil, Villaverde Civil Engineers: | \$3,000.00, see attached letter |
| 2. Landscape, Landscape Architectural Services: | \$ 900.00, see attached letter |
| 3. Perspectiva: | \$6,600.00, see attached breakdown |
| 4. MEP, Robinet & Ramos: | \$5,016.00, see attached breakdown |
| 5. Structural, MM Structural Engineers, Inc.: | \$6,500.00, see attached letter |

TOTAL: \$22,016.00

We and our consultants are ready to work and resubmit our "Preliminary Design Phase" as soon as we receive notice to proceed from you.

Thank you.

Sincerely,

Jesus Ortega / Project Manager

Architecture Engineering Construction Services

7380 Remcon Circle, Suite A
El Paso, Texas 79912
www.p.e.c.s.v.a.001
p (915) 833-2488
f (915) 833-3424

OK -
GG 7/29/09

ATTACHMENTS A & B

PROJECT SCOPE

TITLE: WESTSIDE TRANSIT TERMINAL
CONCESSIONAIRE AREA

LOCATION: 7535 Remcon Circle

GENERAL DESCRIPTION:

In order to provide exceptional customer service Sun Metro would like to add a concessionaire area to the new Westside Transit Terminal. The concessionaire area would be located on the southwest corner of the project site at the current location of the open air canopy. Size of the area is approximately 11'x36' (396 sf). The consultant shall provide a proposal to design this area and include but not limited to the following:

- Electrical
- Mechanical / Plumbing
- Heating and cooling
- Area to prepare food such as sandwiches, hotdogs, and snacks
- Counter area
- Sitting area
- Storage area
- Separate utility meters from the terminal building
- The addition shall complement the aesthetics of the proposed terminal building
- Shall be functional for the purpose of providing customer service
- Comply with ADA requirements.
- Comply with all local, state, and federal building codes. The designer shall be responsible to submit required sets to City of El Paso Development Services Department for review and approval. The designer shall be responsible to obtain approval from Development Services Department before the construction documents are submitted to the contractor for a price quote.
- Provide specifications which include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. All specifications must comply with established specification standards and formats.

- Provide a construction cost estimate
- All work shall be coordinated with City of El Paso Engineering Department and Sun Metro.

PROJECT SCHEDULE:

Preliminary Design Phase: 20 calendar days

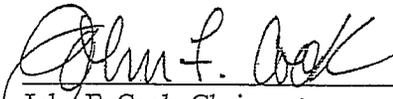
Final Design Phase: 10 calendar days

RESOLUTION

BE IT RESOLVED BY THE MASS TRANSIT DEPARTMENT BOARD OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a First Amendment to an Agreement for Architectural Services by and between the CITY OF EL PASO and AGUILAR & MESTA, INC., D/B/A PERSPECTIVA, for a project known as "WESTSIDE TRANSIT TERMINAL", to add additional services and increase the contract amount from \$136,524.00 to \$152,230.00, for a net increase not to exceed FIFTEEN THOUSAND SEVEN HUNDRED SIX AND NO/100 DOLLARS (\$15,706.00).

ADOPTED this 13th day of May, 2008.

THE CITY OF EL PASO

John F. Cook, Chairman
Mass Transit Department Board

ATTEST:


Richarda Duffy Momsen, Secretary
Mass Transit Department Board

APPROVED AS TO FORM:


Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:


Tim Omick, Director
Mass Transit Department

APPROVED AS TO CONTENT:


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

THE STATE OF TEXAS)
)
) FIRST AMENDMENT TO THE AGREEMENT
COUNTY OF EL PASO) FOR ARCHITECTURAL SERVICES

THIS FIRST AMENDMENT, is made this 13th day of May, 2008, by and between THE CITY OF EL PASO, a municipal corporation, organized and existing under the laws of the State of Texas, hereinafter called "Owner" and AGUILAR & MESTA, INC., D/B/A PERSPECTIVA, a Texas corporation, hereinafter called the "Architect."

WHEREAS, on May 16, 2006, the Owner entered into an Agreement for Architectural Services with the Architect for a Project known as "WESTSIDE TRANSIT TERMINAL" (the "Agreement"), for a contract amount of \$136,524.00; and

WHEREAS, the Agreement may be amended under the provisions of Section II.A and V.B through written amendment approved by City Council; and

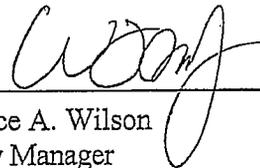
WHEREAS, the parties hereto desire to amend the original agreement, pursuant to Sections II.A and V.B, to add additional services in the amount of \$15,706.00, thereby extending the contract value from \$136,524.00 to \$152,230.00.

NOW THEREFORE, in consideration of the mutual promises set forth in this First 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 Architect to prepare additional drawings and specifications associated with an owner initiated change to the scope of work, as further described in Attachment "A", which is attached hereto and incorporated herein by reference.
2. **Payments to Architect.** Payments to Architect shall be made pursuant to the terms set out in section V.A of the original agreement and Architect's fee proposal for additional services attached hereto as Exhibit "A" and made a part hereof for all purposes. Payments to Architect shall not exceed A NET INCREASE OF FIFTEEN THOUSAND SEVEN HUNDRED SIX AND NO/100 DOLLARS (\$15,706.00).
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 Architect.
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:

CITY OF EL PASO:



Joyce A. Wilson
City Manager

ATTEST:



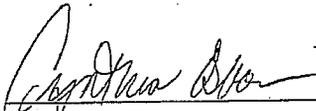
Richarda Duffy Momsen
City Clerk

CONSULTANT:
Aguilar & Mesta, Inc., d/b/a Perspectiva



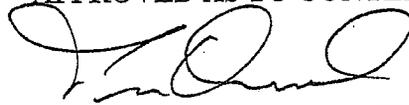
Martin Needle, AIA
Vice-President

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



Tim Omick, Director
Mass Transit Department

APPROVED AS TO CONTENT:



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

CITY CLERK DEPT.
03 MAY 19 AM 10:24

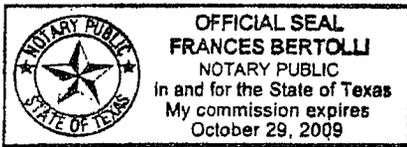
(Acknowledgement page to follow)

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 19th day of May, 2008,
by Joyce Wilson, as City Manager of the City of El Paso, Texas.

William F. Studer for her of



Frances Bertolli

Notary Public, State of Texas

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 5 day of May, 2008
by Martin Needle, AIA, as Vice President of Aguilar & Mesta, Inc., d/b/a Perspectiva



Eva Medrano

Notary Public, State of Texas

CITY CLERK DEPT.
09 MAY 19 AM 10:24

EXHIBIT "A"
(1 of 4)

PERSPEC

April 11, 2007

Irene D. Ramirez, P.E.
Assistant City Engineer
City Of El Paso
2 Civic Center Plaza
El Paso, Texas 79901

RE: Westside Transit Terminal
Subject: Proposal for additional A/E services

Dear Ms. Ramirez:

Herewith is our fee proposal for additional Architectural and Engineering Services according to your new scope of work for the above referenced project; to include removal all retail space.

Our proposed fee is \$15,706.00 (Fifteen Thousand Seven and Six Dollars) This fee includes Civil, Landscape and MEP consultant to create new schemes and update and revised all present drawings and specifications as well as cost estimating.

Breakdown of our fee is as follows:

- 1. Civil \$5,545.00, see attached breakdown
- 2. Landscape: \$1,260.00, 18 hours x \$70.00 each
- 3. Perspectiva: \$4,401.00, see attached breakdown
- 4. MEP: \$3,000.00, will follow
- 5. Cost Estimate: \$1,500.00, see attached breakdown

TOTAL: \$15,706.00

We and our consultants are ready to work and resubmit our "Preliminary Design Phase" as soon as we receive notice to proceed from you.

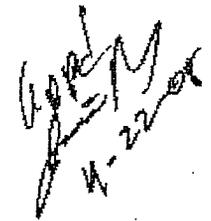
Thank you.

Sincerely,



Martin Needle AIA

CITY CLERK DEPT.
08 MAY 19 AM 10:24



Architecture . Engineering . Construction Services

7300 Remson Circle, Suite A
El Paso, Texas 79912
www.perspeciv8.net
P (915) 833-2488
F (915) 833-3424

EXHIBIT "A"
(2 of 4)

RESPECTIVE

Westside Transit Terminal
Hour Breakdown for Additional Services
April 11, 2008

	Cost	Hours	Total
Principal Architect	\$156.00	6	\$ 936.00
Project Architect	\$118.00		
Project Manager	\$80.00	14	\$1,120.00
CAD III	\$68.00	32	\$2,176.00
CAD II	\$58.00		
CAD I	\$48.00		
Intern Architect	\$52.00		
Clerical	\$38.00	3	\$114.00
Construction Admin.	\$80.00		
Runner	\$27.50	2	\$55.00
	TOTAL		\$4,401.00

CITY CLERK DEPT.
03 MAY 19 AM 10:24

Architecture Engineering Construction Services

7380 Remson Circle, Suite A
El Paso, Texas 79912
www.wpaes.pctclva.com
P (915) 833-3444
F (915) 833-3424

EXHIBIT A
(3 of 4)

FIRM	MAN-HOURS	TOTAL ESTIMATED CONTRACT	PERCENT OF TOTAL ESTIMATED DOLLARS
VILLAVERDE INC. Surveying	77	\$5,545.08 \$0.00	100% 0%
TOTALS:	77	\$5,545.08	100.00%

Villaverde Inc.
Confidential

V\FEB-1 (rev. 10-26-06)

GITY CLERK DEPT.
03 MAY 19 AM 10:24

Jesus Ortega

From: Ricardo Baca [bacapcc@sbcglobal.net]
Sent: Friday, April 11, 2008 11:46 AM
To: Jesus Ortega
Subject: Westside Terminal

Chuy,

In accordance with our conversation this morning, we agree that the minimum amount of time that we need to update the previous cost estimate on this project will be 15 hours at a rate of \$100.00 per hour for a total of \$1,500.00.

I hope that this revision will assist you in your negotiations with the owner.

Please contact us if you need additional information and have a great afternoon.

Ricardo A. Baca

CITY CLERK DEPT.
00 MAY 19 AM 10:24