

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL: No. 2: Set the Standard for a Safe and Secure City

SUBGOAL: No. 2.3: Increase Public Safety Operational Efficiency

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: Gvette Hernandez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



CITY OF EL PASO
 CAPITAL IMPROVEMENT DEPARTMENT
 218 N. CAMPBELL, 2ND FLOOR
 EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0077R
 AE SERVICES FOR THE FS7 RENOVATION PROJECT

CONSULTANT	ASA	CDA	COUNTRYMAN	DEKKER	EMC2	HUITT ZOLLARS	INSITU	MIJARES MORA	MNK	PARKHILL
Rater 1	70	90	90	76	10	86	86	83	40	81
Rater 2	79	79	81	83	10	86	76	79	77	85
Rater 3	90	80	90	85	8	90	75	90	36	84
Total Rater Scores	239	249	261	244	28	262	237	252	153	250
References	9.7	7.38	8.53	6.5	0	7.27	7.92	7.74	7.42	7.39
Overall Score:	248.7	256.4	269.5	250.5	28.0	269.3	244.9	259.7	160.4	257.4
	7	5	1	6	10	2	8	3	9	4

Rankings	Consultant
1	COUNTRYMAN
2	HUITT ZOLLARS
3	MIJARES MORA
4	PARKHILL

Rankings	Consultant
5	CDA
6	DEKKER
7	ASA
8	INSITU

Rankings	Consultant
9	MNK
10	EMC2

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), for a project known as “Architect and Engineering Services for the Fire Station 7 Renovation Project” for an amount not to exceed **\$219,479.90**; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project for a total amount of \$319,479.90;.

Further, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement for Professional Services.

APPROVED THIS _____ **DAY OF** _____ **2025.**


CITY OF EL PASO:

Renard U. Johnson, Mayor

ATTEST:

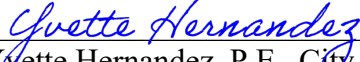
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2025 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Architect and Engineering Services for the Fire Station 7 Renovation Project”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner’s professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner’s requirements for each Project’s the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as “as-built” drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner’s representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner’s policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$219,479.90** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment “C”** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant’s fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment “B”**. Payments to the Consultant shall be made pursuant to **Attachment “D”**.

3.2 CONSULTANT’S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

3.3 CONSULTANT’S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment “D”**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant’s fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is \$1,766,799.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the

requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees

that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal,

state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, shall apply.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:

The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
 Attn: City Engineer
 P. O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: COUNTRYMAN & CO. PLLC
 Attn: Jennifer Countryman
 108 S. Stanton, 3rd Floor
 El Paso, Texas, 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

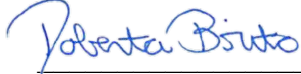
(SIGNATURES BEGIN ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

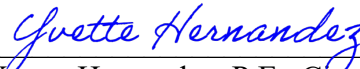
Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2025,
by **Dionne L. Mack**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Consultant Signatures begin on the following page)

CONSULTANT:

By: _____
 Name: Jennifer Countryman
 Title: Architect / Owner

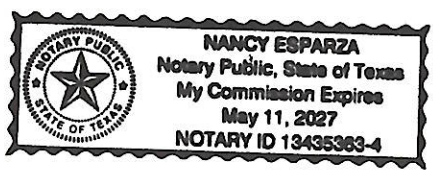
ACKNOWLEDGEMENT

THE STATE OF TX §
 §
 COUNTY OF El Paso §

This instrument was acknowledged before me on this 11th day of January, 2025,
 by Jennifer Countryman, Architect / Owner, on behalf of Consultant.

Nancy Esparza
 Notary Public, State of Texas

My commission expires:
5/11/27



ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

GENERAL SCOPE:

1.0 SERVICES REQUIRED:

1.1 Planning:

The Consultant shall assist the Owner in providing schedules for obtaining utility easements, utility service lines, and other permits if necessary. The Consultant shall prepare both design and performance specifications.

1.2 Investigation:

The Consultant is responsible for investigating all necessary design standards and specifications to comply with all applicable City Codes, Ordinances, and Capital Improvement Department (CID) Guidelines, to include drawing guidelines. Furthermore, the Consultant shall adhere to all local, state, and federal regulations, including the American with Disabilities Act. Moreover, the Consultant shall investigate all existing utilities and pertinent information.

1.3 Design Analysis:

N/A

1.4 Surveys:

The Consultant shall provide all necessary surveys to ensure a complete design of the project. These surveys include topographic, horizontal, boundary, and other applicable surveys as needed.

1.5 Design:

The design shall be performed in phases as presented in the section 4.0 Project Schedule below.

The Consultant is responsible for submitting a turnkey design product. Moreover, the Consultant will be responsible for determining that the design is prepared by licensed State of Texas Designers. Furthermore, the irrigation design if necessary will be developed by a State of Texas Licensed Irrigator.

During preliminary engineering, the Consultant shall prepare a basis of design report identifying applicable codes/standards to which improvements will be made. This report is also to include a permitting matrix, identifying all permits required to complete the fire station renovations.

In addition to complying with all local building codes, the Consultant will ensure compliance with the Dark Sky Ordinance, as applicable and if necessary.

Early in the design, the Consultant shall coordinate the selection of the materials and equipment with the city support departments.

The Consultant shall present the design to the City of El Paso Design Review Committee and comply with all committee requirements.

Sole sourcing will not be allowed.

1.6 Public Involvement:

N/A

1.7 Utility Coordination:

The Consultant shall be responsible to coordinate design efforts with all affected utility companies, so as to minimize utility relocation without compromising design standards. The Consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the utility companies during the preliminary design phase. Existing utilities shall be identified in the preliminary design plan submittal.

The Consultant shall meet with all affected utility companies to discuss the proposed design. Based on these coordination meetings, and correspondence between the Consultant and utility companies, the need and extent of relocation shall be determined. The Consultant will immediately schedule a meeting between the City of El Paso Project Manager and the utility company to resolve any disputes that may arise.

The Consultant, on behalf of the City of El Paso, shall request the relocation of all utility lines that conflict with the new improvements. The relocation of such utility lines can be part of the bid package provided that the utility companies sign an agreement with the City of El Paso and funding is available.

Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. The Consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

1.8 Utility Services and Utility Easements:

The Consultant shall submit all utility applications on behalf of the City of El Paso. However, the City of El Paso shall pay all utility service fees. The Consultant will not pull the installation of the utility service. The building contractor will be responsible for coordinating the installation of the utility services. Construction documents shall clearly show all utility company contacts and type of service requested. The Consultant will submit all utility service requests by, or before, the submittal of the construction documents for bid advertisement. The Consultant shall prepare all metes and bounds descriptions for utility easements. The Consultant shall coordinate easements the City of El Paso staff and respective utility companies. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date.

1.9 Storm Water Pollution Prevention Plan (if applicable):

The Consultant shall prepare and provide a stormwater pollution prevention plan that meets all applicable requirements. The stormwater pollution prevention plan shall be submitted to the City of El Paso Planning and Inspection Department for review and approval if applicable.

1.10 Traffic and Pedestrian Control Plan (If applicable):

The Consultant shall provide, and produce, a specification identifying general requirements for the traffic and pedestrian control plan. The Consultant is required to comply with national, state, and local entities and obtain plan approval from the City of El Paso Streets and Maintenance Department.

1.11 ADA Compliance and Requirements:

The Consultant shall include, and comply with, ADA, T.A.S, and Texas Department of Licensing and Regulation requirements. Consultant shall employ the services of a Registered Accessibility Specialist (RAS). The RAS will review the design documents, submit for state project registration and inspect the final construction project. The Consultant will comply with the RAS review and comments.

1.12 Environmental Issues:

The City of El Paso will provide any available asbestos reports for the facility and will acquire the services for an updated asbestos survey if necessary. Any asbestos abatement will be part of the contract documents so that the selected construction contractor can provide those services.

1.13 Public Art:

N/A

1.14 Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements:

N/A

1.15 Building Permits, Special Permits, and Other Land Use Permits:

The Consultant is responsible for compliance of all local, state, and federal building codes. The Consultant will submit digital set of sealed plans to the City of El Paso Planning and Inspection Department for review and approval during the final design phase period. The Consultant will obtain approval, from the City of El Paso Planning and Inspection Department, before the submittal of construction documents for the bid advertisement. It is the responsibility of the Consultant to follow-up the review and approval process with the City of El Paso Planning and Inspection Department. After approval, the designer will collect the approved plans and store them in a safe place. The Consultant will not be responsible for pulling permits but will be responsible for initiating the permit process. Instead, the building contractor is responsible for pulling permits. The City of El Paso Development Department will review grading and drainage, stormwater pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements. Should there be a revised drawing that needs to be reviewed and approved by Building Planning & Inspections during construction the consultant shall be responsible to submit and have that drawing approved within a timely manner.

The Consultant will prepare all documents that include but are not limited to, metes and bounds descriptions, site plans, elevations, floor layouts, life safety, and applications for permits, special permits, zoning changes, and land use permits. The Consultant will represent the City of El Paso during presentations and answer questions at the City of El Paso Design Review Committee and City Council meetings.

1.16 Technical Specifications:

The Consultant shall prepare and provide technical specifications based on accepted national specifications. All specifications must include the type of materials listed in the construction drawings, placement methods, quality control, and quality assurance testing. All specifications must comply with established standards and formats. The Consultant shall coordinate with directed equipment vendor to develop performance specifications. Sole sourcing will not be permitted.

1.17 Construction Sequencing Plan:

The Consultant will prepare a construction-sequencing plan and submit each phase of construction for review and approval.

1.18 Construction Schedule:

The Consultant shall assist the City of El Paso in providing an estimated duration for the renovations of such station.

1.19 Title Work (Search):

The Title Work Services scope will encompass comprehensive research, examination, and verification of property titles to ensure a clear and marketable title for the City. This includes conducting a thorough search of public records to identify any existing liens, encumbrances, restrictions, easements, or other claims against the property. The Consultant will compile all pertinent documentation, including title abstracts, chain of title, and any recorded deeds, and prepare a detailed title report outlining the current status of the title, potential issues, and any necessary actions to clear the title. Additionally, the Consultant will assist in resolving title defects by coordinating with relevant parties and facilitating the removal of any clouds on the title.

1.20 Land Entitlements:

The Land Entitlement Services for the City of El Paso will include comprehensive management and execution of any needed rezoning, platting, and special permit application processes necessary for the development of the subject property in accordance with City's Development Codes (18, 19, 20, 21). The Consultant will begin by conducting an in-depth analysis of the property, including current zoning regulations, land use policies, and potential impacts on surrounding areas. This will involve coordinating with city planning officials, attending pre-application meetings, and identifying any challenges or requirements specific to the site. For rezoning, the provider will prepare and submit all required applications, supporting documentation, and justifications to the City of El Paso, while also representing the client in public hearings and meetings with the City Plan Commission and City Council to advocate for approval. In parallel with the rezoning efforts, Consultant will manage the platting process to ensure compliance with the Development Codes. This will include the preparation of preliminary and final plats, coordination with surveyors, engineers, and city staff to address technical requirements, and the submission of all necessary documentation for review and approval. The Consultant will also handle the application for a special permit, including the preparation of detailed site plans, impact assessments, and other required studies. The provider will engage in discussions with relevant city departments, stakeholders, and the community to mitigate any concerns, ensuring that the special permit application aligns with the city's planning objectives. Throughout the entire entitlement process, the service provider will maintain close communication with the client, providing regular updates, managing timelines, and ensuring that all milestones are met for a successful project approval.

2.0 PRODUCTS REQUIRED:

2.1 Drawings and Specifications:

A. Concept Design Layout:

The Consultant shall submit a concept floor plan for approval prior to the start of preliminary design. Two to three meetings may be needed with City of El Paso Capital Improvement Department, I.T. Department, Fire Department, & Building Maintenance to ensure the design will meet the needs of the project. From past fire station renovations, the critical items all stations seemed to include were decontamination room, plumbing lines replacement, HVAC, ADA compliant elements. The assessment report provided can be used as a guide on other items necessary for the renovation of the station.

B. Preliminary Design:

The Consultant shall submit the following preliminary design submittals, as applicable:

- Coversheet (90% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Architectural Plan and Details (50% complete)
 - Civil Plan and Details (50% complete)
 - Structural Plan and Details (50% complete)
 - Horizontal Control Plan (90% complete)
 - Demolition Plan (90% complete)
 - Construction Notes (50% complete)
 - Storm Water Pollution Prevention Plan (75% complete)
 - Typical Construction Details (75% complete)
 - Site Plan (75% complete)
 - Grading Plan (50% complete)
 - Landscape Plan (50% complete)
 - Landscape Details (75% complete)
 - Irrigation Layout (40% complete)
 - Irrigation Details (75% complete)
 - Outline of Technical Specifications (90% complete)
 - General notes (50% complete)
 - **Engineers Construction Estimate**
 - Utility Coordination Notifications

The Consultant shall submit and one (1) PDF file of the completed preliminary design documents for review and comments. If the submitted preliminary design documents do not meet the Owners requested completion percentage rate, the Consultant must make the necessary corrections and resubmit the documents within ten (10) calendar days.

The City of El Paso Project Manager and the Consultant shall attend the City Design Review (CDR) meeting to present the design to the review committee. The Consultant shall answer any questions or comments given by the committee. The review committee will give the Project Manager and the Consultant approval to continue into the next phase of the design process. Prior to the City Design Review Meeting the designer and consultants will meet with the City Project Manager and stakeholders to review comments and comment annotations.

C. Pre-Final Design:

The Consultant shall submit the following pre-final design submittals, as applicable:

- Coversheet (95% complete)
- Electrical Plan and Details (95% complete)
- Mechanical and Details (95% complete)
- Plumbing Plan and Details (95% complete)
- Architectural Plan and Details (95% complete)
- Civil Plan and Details (95% complete)
- Structural Plan and Details (95% complete)
- Horizontal Control Plan (95% complete)
- Demolition Plan (95% complete)
- Construction Notes (95% complete)
- Storm Water Pollution Prevention Plan (95% complete)
- Typical Construction Details (95% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% complete)
- Landscape Details (95% complete)
- Irrigation Layout (95% complete)
- Irrigation Details (95% complete)
- Outline of Specs (95% complete)
- Technical Specification (95% complete)
- Quantity Summary Sheet (95% complete)
- General Notes
- **Engineer's Construction Estimate**
- Contract time determination
- Utility Clearance Letter/Certifications (Utilities, etc.)

The Consultant shall submit one (1) PDF file of the completed pre-final design documents for review and comments. If the submitted pre-final design documents do not meet the Owners requested completion percentage rate, the Consultant must make the necessary corrections and resubmit the documents within ten (10) calendar days.

The City of El Paso Project Manager and the Consultant shall attend the City Design Review (CDR) meeting to present the design to the review committee. The Consultant shall answer any questions or comments given by the committee. The review committee will give the Project Manager and the Consultant approval to continue into the next phase of the design process. Prior to the City Design Review Meeting the designer and consultants will meet with the City Project Manager and stakeholders to review comments and comment annotations.

D. Final Design:

The Consultant shall submit the following final design phase submittal, as applicable:

- Coversheet (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical and Details (100% complete)
- Plumbing Plan and Details (100% complete)
- Architectural Plan and Details (100% complete)
- Civil Plan and Details (100% complete)
- Structural Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Landscape Details (100% complete)
- Irrigation Layout (100% complete)
- Irrigation Details (100% complete)
- Outline of Specs (100% complete)
- Technical Specification (100% complete)
- Quantity Summary Sheet (100% complete)
- General Notes
- **Final Engineer's Construction Estimate**
- Final Contract time determination
- Final Utility Clearance Letter/Certifications (Utilities, etc.)

The Consultant shall submit one (1) PDF file of the completed final design documents for review and comments. If the submitted final design documents do not meet the Owners requested completion percentage rate, the Consultant must make the necessary corrections and resubmit the documents within ten (10) calendar days.

The City of El Paso Project Manager and the Consultant shall attend the City Design Review (CDR) meeting to present the design to the review committee. The Consultant shall answer any questions or comments given by the committee. The review committee will give the Project Manager and the Consultant approval to continue into the next phase of the design process. Prior to the City Design Review Meeting the designer and consultants will meet with the City Project Manager and stakeholders to review comments and comment annotations.

E. Bidding and Construction:

The Consultant shall submit the following documents for bidding purposes:

- A complete sealed set of drawings, in an acceptable electronic format
- A detailed scope of work, in an acceptable electronic format
- A detailed real world value cost estimate in electronic format

During the bidding process, the designer shall assist the Owner with but not limited to the following items: respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

During the construction phase, the Consultant shall assist the Owner on a time and material basis, which includes the following items:

- Responding to requests for information, RFI, from the Contractor
- Providing ASI's as necessary during construction
- Providing advice and recommendations to the Owner
- Reviewing Contractor technical submittals
- Attending weekly construction meetings
- Visiting site once a week and providing written observation reports
- Advising the Owner on the validity of requested change orders
- Preparing independent cost estimates on requested change orders resulting from design oversights
- Participating in "punch list" inspection and providing punch list to the Owner
- Producing and providing an electronic format "as-built" drawings

After the bid opening, but before the pre-construction meeting, if required, the Consultant shall provide in electronic format all revised PDF files of the sealed construction drawings, and revised sealed technical specifications, as well as a revised project scope and unit price proposal form. In addition to the revised documents, the Consultant will include written bid clarifications. The Consultant shall provide one (1) electronic copy of the revised sealed construction drawings, and revised sealed technical specifications, as well as the revised project scope of work and unit bid proposal form. In addition to the revised documents, the Consultant will provide one (1) electronic copy of the written bid clarifications. During construction project closeout period, the Consultant shall produce an electronic format "as-built" drawings.

2.2 Final Construction Cost Estimate:

The Consultant shall develop and submit construction cost estimates. The construction cost estimate is expected to be within ten percent (10%) of the base bid item expected from the Contractor. The Consultant's final cost estimate shall take into account all labor costs based on the current City of El Paso prevailing wage rates, as adopted by the City Council.

2.3 Reproduction:

The Consultant shall be responsible for all printing requirements during each phase of the project, as well as for code review requirements.

3.0 OTHER CONSIDERATIONS:

3.1 All work will be in coordination with the Capital Improvement Department, El Paso Fire Department, and all affected stakeholders.

3.2 The design shall follow the City of El Paso Department of Information Technology Services (“DoITS”) requirements for computer and telephone systems, if applicable.

3.3 At each design phase the Consultant is responsible for the review of all drawings, specifications from their sub-consultants and for preparing a review comment form before the submittal of such documents to the Capital Improvement Department.

3.4 The Consultant shall provide upon request documentation demonstrating implementation of its Quality Assurance program and completion of Quality Control measures, including red-line drawings and plan sets.

3.5 Consultant shall verify all zoning requirements early in design and advice owner of any changes that may be required.

3.6 Some minor demolition and/or renovations may be considered by Capital Improvement Department that may not be shown in the Building Assessment as long as design is kept within the construction budget.

3.7 Consultant shall keep the renovation design within the allocated construction budget, if unable to keep within budget consultant shall immediately notify owner and schedule a review meeting to discuss construction budget.

3.8 A construction estimate shall be included with each design phase within the allocated time provided below. Consultant shall make arrangements to complete the design with enough ample time to allow the estimator time to provide the construction estimate. An incomplete submittal package will not be accepted.

4.0 PROJECT SCHEDULE:

- Concept Phase 30 consecutive calendar days
- Preliminary Design Phase 70 consecutive calendar days
- Pre Final Design Phase 40 consecutive calendar days
- Final Design Phase 25 consecutive calendar days

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

City of El Paso Capital Improvement Department
Jesus Palma, Civil Engineer Associate
218 N. Campbell St. | El Paso, Texas 79901
palmaj@elpasotexas.gov | 915.212.1835 | 915.873.2357

November 25, 2024

Architectural and Engineering Services for the
Fire Station 7 Renovation Project
3200 Pershing | El Paso, Texas 79903

Dear Mr. Palma -

We appreciate the opportunity to work with you. Thank you. Countryman & Co. understands this project:

- Consists of renovations and improvements to Fire Station 7, as listed below.
- Has a Construction Budget of \$1,766,779.00
- No phasing plans are needed; the building will be vacant during construction.
- And that our fee proposal should not, and this project does not, include expansion of the facility.

Our firm provides this fee proposal for architectural and engineering services, as needed to design improvements to Fire Station 7, listed below, as feasible based on budget and priorities: The list below is a synopsis of the desired improvements as found in both the Facilities Condition Assessment, and the RFQ. It will serve as the foundation of the Design Requirement Checklist | Scope of Work, which we will be prioritizing and designing off of.

Design Requirements | Scope of Work

- **Civil | Site**
 - . Asphalt – At street edge damaged from constant loading.
 - . Concrete and Curbs at Apparatus Bay and Parking Lot – Replace with at least 6" concrete. Deteriorating.
 - . Dumpster in Alley Drive – Attempt to find another location, preferably away from hydrant.
 - . Markings – Re-do.
 - . Sidewalks – Deteriorated. Replace.
 - . Wall – Complete recent brick and wrought iron addition. Complete on side adjacent to neighboring property.
 - . Water Runoff – Ponding at property and street. Ensure proper water drainage.
- **Structural**
 - . Building Addition. Higher doors; longer bays.
 - . Footing. Concrete footing around perimeter of building damaged.
 - . Overhead Door Replacements
 - . Structural Components | Repairs
- **Architectural**
 - . ADA Compliance – Step into living room. Changes in level.
 - . Apparatus Bay – Attempt to improve limited clearance for fire engine. Needs transition from Red to Green Zones.
 - . Attic Space – Improve access.
 - . Communication Closet – Add new dedicated space.
 - . Control Room – Relocation in compliance with Zoning separation in accordance with NFPA guidelines.
 - . Decontamination Room – Off of Apparatus Bay needed.
 - . Decontamination Zone – Separation of Red and Green Zones needed. Storage of Yellow Zone equipment away from Red Zone.
 - . Doors and Hardware – Replace. Includes apparatus bay doors.
Ensure key schedule and where the doors lock from align with Fire's expectations.
 - . Chief's Quarters – More space preferred. Separation between work and sleep sought. *Twin* beds by Owner.
 - . Communications Station – Relocate.
 - . Control Room – Improved dedicated space.
 - . Exercise Room – Provide dedicated area.
 - . Extractor Room – Improve layout and provide storage.
 - . Finish Upgrades
 - . Fire Extinguishers
 - . FF&E Selection
 - . Flooring/Base | Ceramic Tile to be Provided.
 - . Floors – Level floors. Improve transitions.
 - . Gear Storage Room – Dedicated. With proper zone separation. Yellow and red zone gear storage areas.

- . GWB – Replace at walls and ceilings.
- . Janitor's Closet – Replace plumbing. Floor sink. Mop rack. Floor and wall tile.
- . Kitchen Equipment Upgrade | Renovation – Improve layout. Includes all millwork and backsplashes.
- . Kitchen – Add refrigerator and ice maker currently in the apparatus bay. NFPA Toxic Contaminants. *Preferably 1 refrigerator and 1 pantry per shift (3 total), if space allows.*
- . Living Area – Dedicated space without exercise equipment. Accommodate more individuals.
- . Locker Room Renovations | Improvements – Repaint or replace lockers, *depending on condition and budget.*
- . Medical Storage – Need dedicated room.
- . Paint – Exterior | Interior
- . Restroom Renovation – Needs storage.
- . Restroom – Unisex – *Will be used as women's locker area. Provide at least two lockers.*
- . Roof and Skylight Replacement
- . Roof Safety – Railing. OSHA standards. Warning line. Personal fall arrest system.
- . Shade – At southern windows.
- . Site Furnishings
- . Site Signage
- . Sleeping Quarters – Layouts improvements and storage. By owner, planning and buying FFE. Consider adding yellow transition.
- . Solar Protection
- . Tank Storage – Dedicated storage as per OSHA guidelines.
- . Window Replacements – Code compliant.
- **Mechanical – Plumbing**
 - . HVAC Replacement – Include all components.
 - Includes HVAC and exhaust in apparatus bay. And DOAS.
 - Provide EMS.
 - HVAC in Exercise Room and Sleeping Quarters undersized. Dedicated for these rooms preferred.
 - Plymovent can remain.
 - Extractors in Decontamination Rooms and Zones.
 - . Plumbing Upgrade
 - Replace all fixtures.
 - Floor Drains in Bays – Add. Improve. Trench drains. Locate appropriately for apparatus washing. Include | consider soil interceptor.
 - Sewer. Upgrade to main along with repair and replacement of existing lines within the facility.
 - . Gas - Yard line, meter and regulator may require an upgrade or replacement to service upgraded HVAC equipment.
- **Electrical**
 - . Conduits – Eliminate exposed conduits.
 - . Radio Communication Stand – Relocate if necessary. Provide dedicated secure space.
 - . Electrical Upgrade – New service due to HVAC upgrade possible. New panels and re-wiring recommended.
 - . Fire Alarm - Addressable. Manual pull stations at all means of egress. Combination horn/strobes, ADA, high candela.
 - . IT Infrastructure Improvements
 - . Light Fixtures | LED Light Fixtures to be Provided. Interior and Exterior. New emergency lighting.
 - . Power/Data Infrastructure
 - . Security System Design | Turnkey –
 - CCTV. Door hardware and CCTV camera locations. Security issues at this facility.
 - Lockdown Capability – Maybe.
 - . Service Outlets – More service outlets throughout, particularly in Sleeping and Living Quarters and Kitchen.
 - . Speaker System – Replace
- **Landscape Architecture**
 - . Grille Area – Requested. Ensure ADA compliance | entrance into building.
 - . Landscaping & Irrigation
 - . Landscape Maintenance – Include the cutting back of trees to clear FS access.
 - . Recreation Space – Desired in the parking lot.
 - . Trees - Additional
- **Remediation**

Replacement of all materials at locations where asbestos survey identified greater than one percent asbestos:

 - . Sheetrock ceiling
 - . Black mastic (beneath ceramic floor tile).
 - . Thermal insulation (pipe insulation and fittings)
 - . Roofing materials

Construction Administration Services

Our CA services include the following, for a duration not to exceed 8 Months from Contractor's NTP.

- RFIs, ASIs, and Submittals
- Attendance at Weekly Consultant Meetings by Architect | Consultants as Deemed Necessary by the Architect
- Weekly Field Observation Reports by Architect | Bi-Monthly from Consultants
- Change Order and Pay Application Reviews
- Puchlist (1) and Backcheck (1)
- As-Builts

Information Needed From Owner

- Cut sheets of all owner-provided items requiring power, data, or other infrastructure.
- Furniture cut sheets and quantities – specially the sleeping quarters.
- Cut sheets for all 3 vehicles being proposed to be stored in the bay.
- *Bay doors shall have 1 window, same as those used in Fire Station 24.*

Consultant Team Countryman & Co. respectfully proposes to use, and our fee proposal includes, services from the following consultants:

- Civil Engineering ____ *SLI Engineering*
- Structural Engineering ____ *Harder Structural Engineering*
- Mechanical-Plumbing Engineering ____ *Fluid Systems*
- Electrical Engineering ____ *Alpha Engineering*
- Landscape Architecture ____ *The Dry Land*

Project Delivery Schedule Countryman & Co. respectfully proposes deliver the project as per the schedule below:

- Conceptual Design & **Estimate 1** _____ 30 Consecutive Calendar Days
- City of El Paso Review | CDR 1 _____ 15 Consecutive Calendar Days
- Preliminary Design, Specifications, Redlines & **Estimate 2** _____ 70 Consecutive Calendar Days
- City of El Paso Review | CDR 2 _____ 15 Consecutive Calendar Days
- Pre-Final Design, Specifications, Redlines & **Estimate 3** _____ 40 Consecutive Calendar Days
- City of El Paso Review | CDR 3 _____ 15 Consecutive Calendar Days
- Final Design, Specifications, Redlines & **Estimate 4** _____ 25 Consecutive Calendar Days

Compensation Countryman & Co. calculated our fees for this project based on R.S.Means' table of Architectural Fees. R.S.Means is a compendium of construction and design cost data, which has been collecting information nationally for over 50 years. As you can see in their *Architectural Fees* table below, a project of this size and scope should run about **8%** of construction cost, excluding civil engineering, and without taking account costs associated with being a renovation (highlighted in orange below). Based on that table, and the Construction Budget you shared with us of **\$1,766,779.00**, as per RSMMeans, our fee is calculated as follows:

The First \$ 500,000 of Construction Cost X 8% = \$ 40,000.00 x 1.50 (plus 50%) = \$ 60,000.00
 Remainder (\$ 1,766,779 - \$ 500,000) \$1,266,779 X 8% = \$ 101,342.32 x 1.25 (plus 25%) = \$ 126,677.90
Total Proposed Basic Services Lump Sum Fee \$ 186,677.90

R011110-10 Architectural Fees

Tabulated below are typical percentage fees by project size, for good professional architectural service. Fees may vary from those listed depending upon degree of design difficulty and economic conditions in any particular area.

Rates can be interpolated horizontally and vertically. Various portions of the same project requiring different rates should be adjusted proportionately. For alterations, add 50% to the fee for the first \$500,000 of project cost and add 25% to the fee for project cost over \$500,000.

Architectural fees tabulated below include Structural, Mechanical and Electrical Engineering Fees. They do not include the fees for special consultants such as kitchen planning, security, acoustical, interior design, etc

Civil Engineering fees are included in the Architectural fee for project sites requiring minimal design such as city sites. However, separate Civil Engineering fees must be added when utility connections require design, drainage calculations are needed, stepped foundations are required, or provisions are required to protect adjacent wetlands.

Building Types	Total Project Size in Thousands of Dollars						
	100	250	500	1,000	5,000	10,000	50,000
Factories, garages, warehouses, repetitive housing	9.0%	8.0%	7.0%	6.2%	5.3%	4.9%	4.5%
Apartments, banks, schools, libraries, offices, municipal buildings	12.2	12.3	9.2	8.0	7.0	6.6	6.2
Churches, hospitals, homes, laboratories, museums, research	15.0	13.6	12.7	11.9	9.5	8.8	8.0
Memorials, monumental work, decorative furnishings	—	16.0	14.5	13.1	10.0	9.0	8.3

Additional Services

• Asbestos Report <i>by Owner</i>	\$	---
• Title Work Land Entitlements <i>Not Included Anticipated</i>	\$	---
• Boundary, Improvement and Topographic Surveying for the existing conditions. <i>by SLI</i>	\$	4,752.00
• <i>Geotechnical Study by Owner</i>	\$	3,000.00
• Platting, If Needed (Without Applicable Fees) <i>Not Included Anticipated</i>	\$	---
• Renderings <i>Excluded</i>	\$	---
• FF&E Selection <i>Not Included Anticipated</i>	\$	---
• Construction Cost Estimates		
. <i>Conceptual Design Estimate 1</i>	\$	5,160.00
. <i>Preliminary Design Estimate 2</i>	\$	5,520.00
. <i>Pre-Final Design Estimate 3</i>	\$	5,880.00
. <i>Final Design Estimate 4</i>	\$	6,240.00
• Fees incurred by the Authorities Having Jurisdiction <i>by Owner Not Included</i>	\$	---
• City of El Paso Health Department Plan Review, if applicable.	\$	250.00
• TDLR Plan Review and Inspection	\$	2,000.00
• Traffic and Pedestrian Control Plan <i>by General Contractor</i>	\$	---
• <u>Community Meetings and Presentations</u> <i>Excluded</i>	\$	---
Total Proposed Lump Sum Fee for <u>Additional Services</u>	\$	32,802.00

TOTAL PROPOSED LUMP SUM FEE FOR ALL PROFESSIONAL SERVICES PROVIDED : \$ 219,479.90

Exclusions

- Environmental studies, platting, parking reduction process and all other services, processes, consultants and deliverables not specifically mentioned in this fee proposal. Specifically excludes AE services beyond renovations.
- Re-designing, i.e., making dramatic changes, after acceptance of design at an approved milestone, whether by the City CID, End-User Dept, Historic Landmark Commission, or other entity or person.
- As per the Facilities Condition Assessment, this Fire Station No. 7 does not comply with minimum parking requirements, and this fee proposal does not include provisions to remediate this condition. It includes fees for renovating the site in its current configuration.

Compensation Schedule Countryman & Co. respectfully proposes to receive compensation in the following manner:

- Conceptual Design – 10%
- Preliminary Design – 20%
- Pre-Final Design – 30%
- Final Design – 30%
- Construction Administration – 10%

Reimbursable Expenses Reimbursable expenses such as hard copies are billed to the client at cost plus 10%. All submittals are anticipated to be electronic. Certain expenses are billed to the client at a fixed | flat fee. For the City of El Paso Fire Station No.07 the following expenses are anticipated to apply:

- Submission for Online Permitting, \$ 0.00
- Hard Copies. If requested, will be billed at cost plus 10%.

We hope that you find this fee proposal acceptable. If so, if you could please let us know by signing below and emailing back. If you'd like to continue visiting about the proposal, or have questions, just give us a call. We look forward to working with you.

Kind regards,


Jennifer Countryman, Architect

C o u n t r y m a n & C o .

Architecture

INVOICE

Client **City of El Paso | Capital Improvement Department**
 218 N. Campbell | Second Floor | El Paso, Texas 79901
 C 915.264.5704 | O 915.212.1813 | moralese@elpasotexas.gov

Project Name **Fire Station 07**

Basic Services	Fee	% Complete	Earned	Previously Paid	Being Invoiced
Conceptual Design - 10% of Basic Services Fee 30 Consecutive Calendar Days + 15 for City of El Paso Review and CDR 1	\$18,667.79	0%	\$0.00	\$0.00	\$0.00
Preliminary Design - 20% of Basic Services Fee 70 Consecutive Calendar Days + 15 for City of El Paso Review and CDR 2	\$37,335.58	0%	\$0.00	\$0.00	\$0.00
Pre-Final Design - 30% of Basic Services Fee 40 Consecutive Calendar Days + 15 for City of El Paso Review and CDR 3	\$56,003.37	0%	\$0.00	\$0.00	\$0.00
Final Design - 30% of Basic Services Fee 25 Consecutive Calendar Days	\$56,003.37	0%	\$0.00	\$0.00	\$0.00
Construction Administration - 10% of Basic Services Fee	\$18,667.79	0%	\$0.00	\$0.00	\$0.00
Authorized Fee	\$186,677.90		\$0.00	\$0.00	\$0.00

Reimbursable Expenses	Fee	% Complete	Earned	Previously Paid	Being Invoiced
Surveying	\$4,752.00	0%	\$0.00	\$0.00	\$0.00
Geotechnical	\$3,000.00	0%	\$0.00	\$0.00	\$0.00
Estimate 1	\$5,160.00	0%	\$0.00	\$0.00	\$0.00
Estimate 2	\$5,520.00	0%	\$0.00	\$0.00	\$0.00
Estimate 3	\$5,880.00	0%	\$0.00	\$0.00	\$0.00
Estimate 4	\$6,240.00	0%	\$0.00	\$0.00	\$0.00
Health Department Plan Review, If Applicable	\$250.00	0%	\$0.00	\$0.00	\$0.00
TDLR Plan Review & Inspection Fees	\$2,000.00	0%	\$0.00	\$0.00	\$0.00
Authorized Fee - NOT TO EXCEED	\$32,802.00		\$0.00	\$0.00	\$0.00

TOTAL AUTHORIZED FEE \$219,479.90

DUE AT THIS TIME \$0.00

Payment History	Date	Check No.	Amount
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HOURLY BREAKDOWN

Client

City of El Paso Capital Improvement Department

Jesus Palma, Civil Engineering Associate
 218 N. Campbell | Second Floor | El Paso, Texas 79901
 O 915.212.1835 | C 915.873.2357 | palmaj@elpasotexas.gov

Project Name

Fire Station No.7

Design													
	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	TOTAL
3-D Scanning of Building Interior	Principal Architect	\$262.00	0	\$0.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	6	\$696.00	
3-D Scanning of Roof	Principal Architect	\$262.00	0	\$0.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	12	\$1,392.00	
Importing Drafting As-Built In REVIT	Principal Architect	\$262.00	0	\$0.00	PM Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	40	\$4,640.00	
Setting up Cartoon Set	Principal Architect	\$262.00	0	\$0.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	2	\$232.00	
Demolition Drawings	Principal Architect	\$262.00	4	\$1,048.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	40	\$4,640.00	
Production	Principal Architect	\$262.00	8	\$2,096.00	PM Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	120	\$13,920.00	
Coordination Collaborative work wuth Consultants	Principal Architect	\$262.00	8	\$2,096.00	PM Production Lead	\$144.00	10	\$1,440.00	Production Technician II	\$116.00	12	\$1,392.00	
Identification of Conditions and Detail Development	Principal Architect	\$262.00	8	\$2,096.00	PM Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	40	\$4,640.00	
Specifications	Principal Architect	\$262.00	24	\$6,288.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00	
Incorporation of Consultant Work	Principal Architect	\$262.00	4	\$1,048.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	8	\$928.00	
Consultant Coordination Meetings	Principal Architect	\$262.00	6	\$1,572.00	PM Production Lead	\$144.00	6	\$864.00	Production Technician II	\$116.00	6	\$696.00	
Redlines Pick-Up Coordination Quality Assurance	Principal Architect	\$262.00	24	\$6,288.00	PM Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	0	\$0.00	
Client Meetings	Principal Architect	\$262.00	10	\$2,620.00	PM Production Lead	\$144.00	12	\$1,728.00	Production Technician II	\$116.00	0	\$0.00	
Project Administration	Principal Architect	\$262.00	5	\$1,310.00	PM Production Lead	\$144.00	4	\$576.00	Production Technician II	\$116.00	0	\$0.00	
			Sub-Total	\$26,462.00			Sub-Total	\$28,512.00			Sub-Total	\$31,784.00	\$86,758.00
Bidding Assistance													
	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	TOTAL
Pre-Solicitation Meeting and Walk-Through	Principal Architect	\$262.00	2	\$524.00	PM Production Lead	\$144.00	2	\$288.00	Production Technician II	\$116.00	0	\$0.00	
Answering Bid Questions	Principal Architect	\$262.00	2	\$524.00	PM Production Lead	\$144.00	1	\$144.00	Production Technician II	\$116.00	0	\$0.00	
Publishing Addendums	Principal Architect	\$262.00	4	\$1,048.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00	
Misc. Procurement Assistance	Principal Architect	\$262.00	2	\$524.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00	
			Sub-Total	\$2,620.00			Sub-Total	\$1,584.00			Sub-Total	\$0.00	\$4,204.00
Construction Administration for 8 Months													
	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	Cost
Weekly Meetings - 32 (8 Mos)	Principal Architect	\$262.00	40	\$10,480.00	PM Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	0	\$0.00	\$0.00
Field Observation Reports - 32 (8 Mos)	Principal Architect	\$262.00	8	\$2,096.00	PM Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	0	\$0.00	\$0.00
Submittal Reviews	Principal Architect	\$262.00	10	\$2,620.00	PM Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	0	\$0.00	\$0.00
RFIs	Principal Architect	\$262.00	12	\$3,144.00	PM Production Lead	\$144.00	30	\$4,320.00	Production Technician II	\$116.00	0	\$0.00	\$0.00
ASIs	Principal Architect	\$262.00	5	\$1,310.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00	\$0.00
PR and CO Reviews	Principal Architect	\$262.00	6	\$1,572.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00	\$0.00
Puchlist and Back-Check	Principal Architect	\$262.00	3	\$786.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00	\$0.00
As-Built	Principal Architect	\$262.00	3	\$786.00	PM Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00	\$0.00
CDR Presentations (3 Max.)	Principal Architect	\$262.00	2	\$524.00	PM Production Lead	\$144.00	2.909000	\$418.90	Production Technician II	\$116.00	0	\$0.00	\$0.00
Pay Application and Close Out Documentation Reviews	Principal Architect	\$262.00	4	\$1,048.00	PM Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00	\$0.00
			Sub-Total	\$24,366.00			Sub-Total	\$25,474.90			Sub-Total	\$0.00	\$49,840.90
												TOTAL	\$140,802.90

FEE SYNOPSIS

Fire Station No.7

BASIC SERVICES

Alpha	\$15,000.00
Fluid Systems	\$8,285.00
Harder	\$5,800.00
The Dry Land	\$4,830.00
SLI - Construction Documents	\$6,600.00
SLI - SWPP	\$1,100.00
SLI - Specs	\$600.00
SLI - CA	\$3,660.00
Countryman & Co.	\$140,802.90
BASI C SERVICES TOTAL	\$186,677.90

ADDITIONAL SERVICES

	Consultant Fee	Mark-Up	Total
Surveying	\$3,960.00	\$792.00	\$4,752.00
Geotechnical	\$2,500.00	\$500.00	\$3,000.00
Cumming Group - Estimate 1	\$4,300.00	\$860.00	\$5,160.00
Cumming Group - Estimate 2	\$4,600.00	\$920.00	\$5,520.00
Cumming Group - Estimate 3	\$4,900.00	\$980.00	\$5,880.00
Cumming Group - Estimate 4	\$5,200.00	\$1,040.00	\$6,240.00
City of El Paso Health Dept. Review, If Applicable			\$250.00
TDLR			\$2,000.00
BASI C SERVICES TOTAL			\$32,802.00

TOTAL PROPOSED PO AMOUNT

\$219,479.90



ALPHA ENGINEERING, INC.
ENGINEERING CONSULTANTS
1818 E. RIO GRANDE AVE. • EL PASO, TEXAS 79902
TEL. (915) 838-9900 • FAX (915) 838-9909

November 14, 2024

Project No.: 24139-1

Countryman & Co. Architecture
108 South Stanton, Third floor
El Paso, TX 79901

EE DESIGN FEE PROPOSAL FOR FIRE STATION #7

The following is our fee proposal for electrical engineering services for the above-named project. This proposal is based on your email dated 11-13-24. Will provide interior improvements as mentioned in the SOW.

FEE PROPOSAL: FIFTEEN THOUSAND DOLLARS (\$ 15,000.00)

Sincerely,

Felix A. Padilla, P.E.
President

Countryman & Co. Architecture agrees to this proposal.

Signature _____ Date: _____

Name: _____ Position: _____

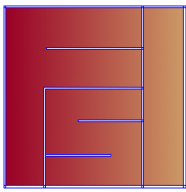
ALPHA ENG.

Proposal Date:
Prepared for:

11/25/2024
CountryMan & Co.

SCOPE OF SERVICES		COSTS		PHASES								TOTAL	
		Calculated Rate		1 Weeks 5 Days		1 Weeks 5 Days		1 Weeks 5 Days		1 Weeks 5 Days		4 Weeks 20 Days	
Personnel Classification	Billable Rate	Report (Program)		Preliminary Design (Concept + SDs)		Pre-Final Design (DDs)		Construction documents (CDs)		Costs			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost				
Principal Engineer	\$200.00	2	\$400	2	\$400	3	\$600	5	\$1,000		\$2,400		
Project Engineer	\$150.00	6	\$900	15	\$2,250	12	\$1,800	10	\$1,500		\$6,450		
Revit Technician	\$80.00	0	\$0	26	\$2,080	30	\$2,400	16	\$1,280		\$5,760		
Clerical	\$45.00	0	\$0	4	\$180	2	\$90	8	\$360		\$630		
				0		0		0					
Total Fees and Hours by Phase		8	\$1,300	47	\$4,910	47	\$4,890	39	\$4,140		\$15,240		

Total Fee (Rounded to nearest 000) * \$15,000



FLUID SYSTEMS, INC.

CONSULTING MECHANICAL ENGINEERS
 12244 Rathmore Drive • EL PASO, TEXAS 79928 • (915) 856-9420
 REGISTRATION NUMBER: F-1161

Fire Station 7 PERSONNEL CLASSIFICATION	HOURLY RATE	PHASES											
		Conceptual-Design		Prelim Design		Pre Final		FINAL DESIGN		BIDDING		CONSTRUCTION	
		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
ENGINEER	\$180.00	2	\$360.00	2	\$360.00	1	\$180.00	1	\$180.00	1	\$180.00	2	\$360.00
ASSISTANT ENGINEER	\$155.00	4	\$620.00	4	\$620.00	4	\$620.00	2	\$310.00	1	\$155.00	6	\$930.00
SPECIFICATION WRITER	\$85.00	1	\$85.00	1	\$85.00	0	\$0.00	1	\$85.00	0	\$0.00	0	\$0.00
ESTIMATOR	\$85.00	0	\$0.00	1	\$85.00	1	\$85.00	1	\$85.00	0	\$0.00	0	\$0.00
CAD OPERATOR	\$85.00	6	\$510.00	6	\$510.00	6	\$510.00	6	\$510.00	0	\$0.00	4	\$340.00
SECRETARIAL	\$65.00	1	\$65.00	1	\$65.00	1	\$65.00	2	\$130.00	1	\$65.00	2	\$130.00
		HOURS:	COST:	HOURS:	COST:	HOURS:	COST:	HOURS:	COST:	HOURS:	COST:	HOURS:	COST:
TOTALS		14	\$1,640.00	15	\$1,725.00	13	\$1,460.00	13	\$1,300.00	3	\$400.00	14	\$1,760.00
TOTAL PROJECT COST:												\$8,285.00	

November 14, 2024

Project Number: C01-082

Countryman & Co. Architecture
108 S Stanton
El Paso, TX 79901
Attn: Jennifer Countryman, RA

**Re: Fire Station Number 7 - Proposal
3200 Pershing Drive
El Paso, TX 79903**

Dear Jennifer:

Harder Structural Engineering looks forward to working on this project with you and providing you with economical, creative, and efficient designs.

The project referenced above is an existing fire station in El Paso, TX. The project will consist of structural construction documents for the extension of an existing truck bay, raising of door openings, support for new RTUs, and misc. structural repair/modification work. This proposal is based on the initial drawings received on November 14, 2024.

THIS PROPOSAL BECOMES A BINDING CONTRACT UPON ACCEPTANCE. ISSUING HARDER STRUCTURAL ENGINEERING A NOTICE TO PROCEED IN WRITTEN OR VERBAL FORM WILL CONSTITUTE ACCEPTANCE EVEN IF THIS PROPOSAL IS NOT SIGNED.

ASSUMPTIONS & EXCEPTIONS

Geotechnical services, blast loading, or site element design is not included in this project unless stated in scope of services.

The project will not be reviewed for the following by Harder Structural Engineering:

- ADA or TAS requirements.
- Fire code requirements.
- Water proofing, sealing or moisture intrusions.
- Grading and drainage design
- Mechanical, electrical, plumbing design.
- Material testing, scans, or demolition is not provided unless stated in scope of services.

Harder Structural Engineering is retained by the Client as an independent consultant for a limited engagement.

FEE

We propose the following fee for the scope of services described above:

Construction Documents	\$5,800.00
Total Fee	\$5,800.00

Our updated conditions are attached, which you should read carefully. If our proposal is satisfactory to you, please sign and return it to our office.

Sincerely,

Harder Structural Engineering
Texas Firm Number: F-22328



Isaac H. Harder, P.E.
Principal Engineer

Countryman & Co. Architecture

Authorized Signature

Date

Printed Name

Title

TERMS AND CONDITIONS

1. **Payment Terms** – Payment is due net thirty (30) days from the date of invoice. If payment is not received within this time, Harder Structural Engineering, LLC (HSE) may assess late charges or terminate the contract without waiving any claim or right against the client and without any liability whatsoever to HSE. Late charges are at the discretion of HSE and are assessed at 1.5% per month from the date of invoice, or 18% per year. All collection costs, including attorney's fees and any court fees, are to be paid by the client.
2. **Changes to Scope** - Any changes that modify the original scope of work will be reviewed by HSE to determine whether adjustments to the fee or schedule are required to provide adequate service to the client. The client will be notified of changes in writing via an Additional Services proposal, which must be accepted before work proceeds.
3. **Travel-Related Charges** - Any travel-related charges that exceed those described in the scope of work will be calculated portal-to-portal from El Paso, TX.
4. **Termination by the Client** - If the client orders HSE to stop work after agreeing to this proposal, HSE will be paid its standard hourly billing rate of \$190/hr, up to the limit of the quoted fee.
5. **Document Ownership** - Original drawings, estimates, specifications, field notes, reports, and data are the sole and exclusive property of HSE as instruments of service. All HSE documents are copyrighted. All rights reserved.
6. **Insurance** - HSE maintains professional liability and general liability insurance in the amount of \$1,000,000 per occurrence limit and \$2,000,000 annual aggregate limit, respectively. The cost of the above coverage is included in HSE's fee. If the client requires additional or different types of coverage or increased limits of liability, HSE will endeavor to obtain the requested insurance.
7. **Claims** - Any controversy or claim arising out of or relating to this contract or its breach shall be settled by arbitration in accordance with the rules of the state of Texas Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The client understands and agrees that HSE may file a mechanic's lien upon the land/improvements in the event of nonpayment.
8. **Estimates of Probable Construction Cost** - If provided, estimates of probable construction cost represent HSE's best judgment as design professionals familiar with the construction industry. However, neither the Engineer nor the Owner has control over the cost of labor, materials, or equipment, the Contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, HSE cannot and does not warrant or represent that bids or negotiated prices will not vary from the estimate.

FEE PROPOSAL FOR LANDSCAPE ARCHITECTURE FOR FIRE STATION 7

THE DRY LAND | Landscape Architecture
110 Montecillo, Suite 1C
El Paso, Texas 79912

11 | 14 | 24

Jennifer Countryman
Countryman & Co.
108 S. Stanton
El Paso, Texas 79901

Dear Ms. Countryman:

1.0 SCOPE OF WORK

The proposed scope of work is the landscape design for Fire Station 7, located at 3200 Pershing Avenue, in northeast El Paso. Proposed landscape improvements will be designed to satisfy the City of El Paso's Landscape Ordinance. Design work includes, and is limited to, the design of trees, shrubs, landscape rock, boulders, edging and irrigation.

2.0 STAGES OF WORK

The stages of work include the following:

- 60%, 90% and 100% landscape plans
- Specifications for proposed landscape improvements
- Cost estimate of proposed landscape improvements provided at each phase of design
- Bidding Assistance
- Construction Administration to include two site visits with accompanying punch list. Submittal and RFI responses

3.0 FEE

The fee is \$4,830, broken down as follows:

Phase	Role	Hours	Hourly Rate	Fee
60% PS&E	Principal / Landscape Architect	3	\$ 150	\$ 450
	Project Manager	7	\$ 90	\$ 630
	Landscape Designer / CAD Drafter	15	\$ 60	\$ 900
60% PS&E Fee				\$ 1,980
90% PS&E	Principal / Landscape Architect	1	\$ 150	\$ 150
	Project Manager	3	\$ 90	\$ 270
	Landscape Designer / CAD Drafter	9	\$ 60	\$ 540
90% PS&E Fee				\$ 960
100% PS&E	Principal / Landscape Architect	1	\$ 150	\$ 150
	Project Manager	3	\$ 90	\$ 270
	Landscape Designer / CAD Drafter	8	\$ 60	\$ 480
100% PS&E Fee				\$ 900
Bidding + CA	Principal / Landscape Architect	1	\$ 150	\$ 150
	Project Manager	4	\$ 90	\$ 360
	Landscape Designer / CAD Drafter	8	\$ 60	\$ 480
B + CA Fee				\$ 990
TOTAL FEE				\$ 4,830

Invoices are rendered at the completion of each stage and are due within 45 days.

4.0 ADDITIONAL SERVICES

Please note that the fee includes three submissions maximum. Additional redesign based on additional revised site plans, revisions to the design requested after approval to proceed has been given and design of future phases within the same parcel will be viewed as an additional service.

Assuming you find this proposal satisfactory, please sign below where indicated and return.

Regards,

Jonathan Matthews | RLA, LI, SITES AP, LEED Green Associate
 THE DRY LAND
 915 887 7893
 jonathan@thedryland.com

.....
 Approved by Jennifer Countryman on behalf of Countryman & Co.

X _____ Date _____
 ISSUING THE DRY LAND DIGITAL FILES OF THE SITE PLAN SO THAT THE DRY LAND CAN BEGIN DESIGN WILL CONSTITUTE ACCEPTANCE OF THIS PROPOSAL, EVEN IF THE PROPOSAL IS NOT SIGNED.



El Paso, Texas
November 14, 2024

Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

Jennifer Matthews AIA, LEED AP, CNU-A, MA Soci., EDAC
Principal

Countryman Architects
108 South Stanton St. 3rd Floor
El Paso, Texas 79901

Re: Fire Station No. 7
3200 Pershing Dr.
El Paso, Texas 79903

121 EAST EL PASO 36 & W 1/2 OF 35 &
FR 37 TO 39 (11550 SQ FT)

Dear Ms. Countryman:

Pursuant to your request, we are pleased to present the following proposal to perform Engineering services for the referenced project based on graphic information that you presented to us.

Scope of Work

A. Surveying Services

1. Legal description of site, Metes and Bounds included.
2. Title research for the site
3. Set horizontal control points and benchmarks.
4. Topography showing grades at 1'-0" increments.
5. Spot elevations of existing improvements
6. Locations and sizes of all existing visible utilities and storm sewer systems. The top and invert elevations of all structures will be collected in the field. Underground utilities will be based on existing As-Builts. Easements will be based on existing subdivision plats and existing as-built information.
7. Spot elevations, locations and sizes of pavement, curbs, visible utilities, inverts, and drainage systems.
8. Location and size of all trees showing caliber. (3"+)
9. Signed and Sealed PDF of survey
10. Electronic (CADD) file of signed and sealed survey.

Land Surveyors & Planners
Construction Management

Licensed Registered Engineers
Texas - New Mexico
Arizona - Colorado

6600 Westwind Drive
El Paso, Texas 79912
Ph. 584.4457
Fax. 581.7756

Email
glicon@sli-engineering.com
ghalloul@sli-engineering.com
festrada@sli-engineering.com

Our fee for these services is \$3,960.00 (Three thousand and Nine Hundred and Sixty Dollars 00/100)



Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

The property is located at a parcel that is not plated; it is our understanding that a plat is not required based on our pre-proposal meeting with the City.

If required a separate proposal will be presented.

B. Construction Documents

Prepare a complete civil engineering design services for a portion of the lot where new improvements will be done to include the followings:

1. Grading and drainage plans conforming to the City of El Paso Engineering Department standards, including existing and proposed grades, earthwork and drainage.
2. Details and sections for the proposed grading, drainage structures, and site improvements in accordance with the City of El Paso Design Standards.
3. Project coordination between the Engineer(s), Architect(s), and City of El Paso Engineering Department.

Important Note:

Based on the Information that SLI has for the site, ponding area will not be required.

Our fee for the Construction Document Services is \$6,600.00 (Six thousand and six hundred dollars 00/100) plus applicable taxes.

C. Storm Water Pollution Prevention Plan

SLI Engineering will prepare and provide a stormwater pollution prevention plan that meets all applicable requirements.

Our fee for the SWPPP is \$1,100.00 (One thousand and one hundred dollars 00/100) plus applicable taxes.

D. Technical Specifications

SLI Engineering will prepare and provide technical specifications based on accepted national specifications. All specifications will include the type of materials listed in the construction drawings, placement methods, quality control, and quality assurance testing.

Land Surveyors & Planners
Construction Management

Licensed Registered Engineers
Texas - New Mexico
Arizona - Colorado

6600 Westwind Drive
El Paso, Texas 79912
Ph. 584.4457
Fax. 581.7756

Email
glicon@sli-engineering.com
ghalloul@sli-engineering.com
festrada@sli-engineering.com



Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

Our fee for Technical Specifications is \$600.00 (Six hundred dollars 00/100) plus applicable taxes.

E. Construction Observation

1. Responding to requests for information, RFI, from the Contractor
2. Providing advice and recommendations to the Owner
3. Reviewing Contractor technical submittals
4. Attending 3 weekly construction meetings, during the building process.
5. Visiting site 2 times during the Construction process and providing written observation reports.
6. Advising the Owner on the validity of requested change orders
7. Participating in "punch list" inspection and providing punch list to the Owner
8. Producing and providing a set of reproducible (24"X36") and electronic
9. format "as-built" drawings based on the original design set and information provided by the general contractor, no As-built survey is included under this proposal.

We are Assuming that the construction process will be completed whiting Four Months, if extra time will need to complete the proposed park, SLI will present additional services based on our hourly rate.

Our fee for Construction observation is \$3,660.00 (Three Thousand and Six hundred and Sixty dollars 00/100) plus applicable taxes.

Timeframe schedule

Upon Acceptance of this proposal, we expect to be completed within 165 consecutive calendar days from the day of Notice to proceed by signed proposal, 100% completed Site Plan and project documentation available at that time.

We are taking in consideration 3 submittals:

- | | |
|---------------------------------|-------------------------------------|
| Preliminary Design Phase | 30 consecutive calendar days |
| Pre Final Design Phase | 60 consecutive calendar days |
| Final Design Phase | 75 consecutive calendar days |

Land Surveyors & Planners
Construction Management

Licensed Registered Engineers
Texas - New Mexico
Arizona - Colorado

6600 Westwind Drive
El Paso, Texas 79912
Ph. 584.4457
Fax. 581.7756

Email
glicon@sli-engineering.com
ghalloul@sli-engineering.com
festrada@sli-engineering.com



Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

This schedule is not taking in consideration the review time that City Entities / Agencies will invest during the design process. Our schedule will continue upon we receive the red-marks / comments.

Important Notes:

- a) This fee does not include any fees for environmental, or construction inspection services.
- b) All Applications fees, if any, are paid by the owner.
- c) Any application fees, or fees for traffic impact analysis are not included under this proposal. A proposal for traffic impact study will be provided upon request if City of El Paso requires such study.
- d) Any additional Easement description, dedication and/or vacation will be billed based on our hourly rate.
- e) Utility design is not included under this proposal.**
- f) Platting process is not included under this proposal.**
- g) Site Detailed Plan is not included under this proposal.
- h) Zoning Signage is not included under this proposal.
- i) Zoning city fees are not included under this proposal.
- j) Value Engineering Modifications that affect the original design are not included under this proposal; a separate proposal will be presented based on our hourly rates.**
- k) Construction Cost Estimate is not included under this proposal.
- l) Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements is not included under this proposal.
- m) Based on the time frame and the design budget we expect NO modifications on the Site Plan during the design process, if any, we will present a time extension schedule and an invoice for the extra effort based on our hourly rate.**
- n) Quality Control for materials and/or labor during construction is not included under this proposal.
- o) Control Site Plan is not included under this proposal.
- p) Demolition Plan is not included under this proposal.
- q) Traffic signage Plan is not included under this proposal.
- r) Site Plan details are not included under this proposal.
- s) Timeframe schedule is based on the information provided by you, and is good for 15 (fifteen) days, if during the project or**

Land Surveyors & Planners
Construction Management

Licensed Registered Engineers
Texas - New Mexico
Arizona - Colorado

6600 Westwind Drive
El Paso, Texas 79912
Ph. 584.4457
Fax. 581.7756

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Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

negotiations and/or architectural schedule development modifies and/or affects the number of days, SLI Engineering may revise the proposal to modify the cost of the services.

Thank you for the opportunity to present this base proposal. We look forward to working with you on this project.

Sincerely,


Fernando Estrada, Ph.D.
SLI Engineering, Inc.

Acceptance of this Professional Services Proposal by:

Date: _____

Jennifer Matthews AIA, LEED AP, CNU-A, MA Soci., EDAC
Principal

If accepted, please return a copy of this signed proposal to our office.

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**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**ARCHITECT AND ENGINEERING SERVICES FOR THE FIRE STATION 7 RENOVATION PROJECT**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings,**” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications.**” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval

- authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
 6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary observations**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. 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** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT SCHEDULE**

For the project known as “**ARCHITECT AND ENGINEERING SERVICES FOR THE FIRE STATION 7 RENOVATION PROJECT**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$219,479.90** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

Conceptual Design	\$18,667.79
Preliminary Design	\$37,335.58
Pre-Final Design	\$56,003.37
Final Design	\$56,003.37
Bidding / Construction Admin	\$18,667.79
Reimbursable Expenses	\$32,802.00
Total	\$219,479.90

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

CONCEPT PHASE

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written

authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

ATTACHMENT "E"
INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WestStar Insurance P.O. Box 99105 El Paso TX 79999-9105	CONTACT NAME: Eric M Swanson PHONE (A/C. No. Ext): (915) 747-4114 E-MAIL ADDRESS: Eric.Swanson@WestStar-Insurance.com	FAX (A/C. No.): (915) 206-6552
	INSURER(S) AFFORDING COVERAGE	
INSURED Countryman & Co 108 S. Stanton St, Floor 3 El Paso TX 79901 (915) 929-1827	INSURER A: Ohio Casualty Ins Co.(The) NAIC # 24074	
	INSURER B: General Ins. Co of America 24732	
	INSURER C: Travelers Casualty & Surety Co 19038	
	INSURER D: Texas Mutual Insurance Co 22945	
	INSURER E: INSURER F:	

COVERAGES MA **CERTIFICATE NUMBER:** Cert ID 9907 (7) **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BWG62552244	01/13/2024	01/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non Owned \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BWG62552244	01/13/2024	01/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESO62552244	01/13/2024	01/13/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0002084101	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors and Omissions			107972573	01/13/2024	01/13/2025	Each Occurrence \$ 1,000,000
C	Errors and Omissions			107972573	01/13/2024	01/13/2025	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No. 2024-0687R
 Project Name . AE Services for the Modesto Gomez Central Flat Fields Project
 City of El Paso C/O Capital Improvement are listed as additional insured as required by written contract in respects to the general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso C/O Capital Improvement Department 218 N. Campbell St. El Paso TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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