

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

AGENDA DATE: 8/13/2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer
(915) 212-0065

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: 2: Set the Standard for a Safe and Secure City
SUBGOAL 2.3: Increase Public Safety Operational Efficiency

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and MNK Architects, Inc., a Texas For-Profit Corporation, for a project known as "Architect and Engineering Services for the El Paso Police Department Northeast Regional Command Center Renovation Project" for an amount not to exceed \$858,101.87; 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 that the increased amounts are within the appropriate budgets of the project for a total amount of \$958,101.87; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

This contract includes comprehensive Architectural and Engineering services for the renovation of the El Paso Police Department Northeast Regional Command Center, located at 9600 Dyer Street. Approved under the 2019 Public Safety Bond, this project involves conducting thorough assessments, creating innovative designs, and overseeing construction administration. The designer will play a crucial role in enhancing the facility, ensuring it meets code compliance, force protection, and life safety standards, among other critical requirements. This project is a major step in improving our community's safety and upgrading our public safety facilities.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$858,101.87 – 2019 Public Safety Bond

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, P.E., City Engineer

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 MNK Architects, Inc., a Texas For-Profit Corporation, for a project known as “Architect And Engineering Services for the El Paso Police Department Northeast Regional Command Center Renovation Project” for an amount not to exceed \$858,101.87; 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 that the increased amounts are within the appropriate budgets of the project for a total amount of \$958,101.87; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ **DAY OF** _____ **2024.**

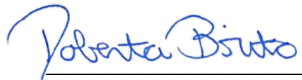
CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

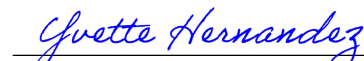
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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



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

EVALUATION COMMITTEE SCORESHEET SUMMARY

**SOLICITATION #2024-0439R
 A&E SERVICES FOR THE EPPD NORTHEAST REGIONAL COMMAND CENTER RENOVATION PROJECT**

CONSULTANT	ARCHIPELI	ASA ARCHITECTS	COUNTRYMEN	DEKKER PERICH SABATINI	EXIGO	HUIT-ZOLLARS	INSITU	MIJARES MORA	MNK ARCHITECTS	PARKHILL	WDA
Rater 1	37	83	80	87	79	73	68	84	84	56	50
Rater 2	57	88	75	87	77	72	86	83	84	66	60
Rater 3	48.5	62	70	64	69	62	61	61	73	65	66
Total Rater Scores	142.5	233	225	238	225	207	215	228	241	187	176
References	6.7	6.4	9.8	9.7	10	6	10	10	9.8	2.6	6.6
Overall Score:	149.2	239.4	234.8	247.7	235	213	225	238	250.8	189.6	182.6

Rankings	Consultant
1	MNK ARCHITECTS
2	DEKKER PERICH SABATINI
3	ASA ARCHITECTS
4	MIJARES MORA

Rankings	Consultant
5	EXIGO
6	COUNTRYMEN
7	INSITU
8	HUIT-ZOLLARS

Rankings	Consultant
9	PARKHILL
10	WDA
11	ARCHIPELI

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2024 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 MNK Architects, Inc., a Texas For-Profit Corporation, 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 El Paso Police Department Northeast Regional Command Center 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 **\$858,101.87** 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 \$8,640,225.00, 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, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner.

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with 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.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national

origin.

- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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.

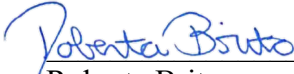
7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

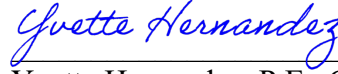
Cary Westin
City Manager

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 _____, 2024,
by **Cary Westin**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures on following page)

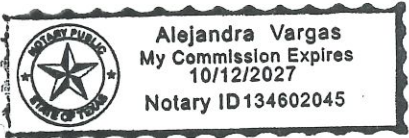
CONSULTANT:

By: [Signature]
Name: Renee Jimenez
Title: Principal + CEO

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 23 day of July, 2024, by Renee Jimenez, Principal + CEO, on behalf of Consultant.



Alejandra Vargas
Notary Public, State of Texas

My commission expires:

Oct. 12, 2027

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT “A” SCOPE OF SERVICES

The project will include tenant improvements to the El Paso Police Department Northeast Regional Command Center at 9600 Dyer Street. Required improvements are outlined in the 2019 Facility Assessment, to be provided by owner. In addition, and in combination with the items identified in the 2019 Facility Assessment, the project may include, but is not limited to, the following identified services:

- **Assessment of architectural elements and the building’s compliance with the International Building Code (IBC) and the Texas Administrative Code (TAC).**
- **ADA Compliance Assessment and Redesign:** Evaluate all elements for ADA compliance, including, but not limited to, door width and clearance, sink and countertop heights, knee clearance, and covering exposed lavatory and sink pipes.
- **Force Protection System Design:** Design a force protection system comprising a secondary exit for secured parking, bulletproof glazing and doors for the front entrance and lobby of the regional command center.
- **MEP Systems Assessment and Design:** Assess and design the existing mechanical, electrical, and plumbing (MEP) systems, ensuring all lighting and electrical outlets have emergency backup, replacing non-functional emergency exit signs, damaged lighting fixtures, HVAC systems, ductwork, fire line, water heater redundancy, plumbing fixtures as necessary and any other concerns identified during the assessment. Any components of a mechanical system identified for replacement will need to be designed or specified to be compatible with the existing systems.
- **Fire Systems Assessment and Design:** Evaluate current fire systems to meet current code and industry standards. Conduct a thorough inspection of the existing fire suppression system, including fire alarms, sprinkler systems, fire extinguishers, and emergency exits. Identify any deficiencies or areas where the current systems do not meet current codes and standards.
- **Building Structure Assessment and Design:** Address any exterior and interior concerns including, but not limited to, structure for leaks, damaged ceiling tiles, p-lam on counters and cabinets, damaged paint, missing wall base and moldings, non-functional exhaust systems, unnecessary windows, condition of windows and doors, and damaged FRP Wainscot.
- **Exterior Concerns Assessment and Design:** Assess and design solutions for exterior concerns, including but not limited to creating a new accessible route from Dyer Street, repairing or replacing damaged ADA ramps, and installing a secondary roof ladder accessible from the police department side of the building.
- **Furniture Replacement Specifications:** Provide specifications for replacing current furniture as part of the turnkey project and adhere to specific specifications to ensure functionality, durability, and suitability for law enforcement operations.
- **Coordination with City of El Paso Information Services and Communication Department:** Coordinate with the City of El Paso Information Services and Communication Department and its consultants to incorporate their identified scope of work into the project, ensuring compliance with current standards.
- **Phasing Plan Development:** Create a detailed phasing plan outlining the project timeline, staff relocation strategy, and management of asbestos abatement based on the current asbestos survey , to be provided by the owner

1.0 SERVICES REQUIRED (as appropriate):

1.1 Facility Inspection:

The consultant shall coordinate with the City's Capital Improvement Department (CID) to inspect the facility. This inspection aims to verify the scope of work elements and assess whether additional improvements are required beyond those identified in the 2019 Facility Assessment and by staff. The consultant shall then produce a report identifying their findings and recommendations for additional work needed. Consultant shall specify which findings are maintenance-related repairs.

1.2 Surveys

The designer shall provide all topographic and horizontal surveys necessary for a complete design.

1.3 Planning:

The designer shall assist the Owner with any necessary planning services, including, but not limited to, platting of the property or portion thereof, obtaining special permits, and the vacation of easements, including coordination with relevant utility providers. This service shall encompass the provision of schedules for acquiring utility easements, utility service lines, and any aforementioned permits or services.

The consultant shall present the design to the City of El Paso Design Review Committee. The consultant shall comply with requirements set by the Review Committee.

Sole sourcing will not be allowed. The consultant shall prepare both design and performance specifications.

1.4 Design:

The designer shall perform design analysis for each project to ensure public safety. Furthermore, all design analyses must comply with all applicable City, County, State, and Federal laws and regulations.

The design shall meet all City requirements for the project and shall be performed in phases as presented in the section 6.0 Project Schedule below.

The consultant is responsible for submitting a turnkey design product. The consultant shall be responsible to determine State of Texas licensed designers required by the State to perform this type of project design. Besides complying with local building codes, the consultant shall comply with any other applicable codes and standards.

1.5 ADA Compliance and Requirements

The designer shall include and comply with the Americans with Disabilities Act (ADA), Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

The consultant shall employ the services of a Registered Accessibility Specialist (RAS) to review of design documents and inspection of construction. The consultant shall comply with RAS design comments.

1.6 Technical Specifications:

The designer shall prepare and provide technical specifications. The specifications shall be based on accepted national specifications. *No sole sourcing shall be allowed.* All specifications must include the type of materials listed in the construction drawings, placement method, and quality control and quality assurance testing. All specifications must comply with established specification standards and formats. The consultant shall provide design and performance specifications and an opinion of probable cost (OPC) at each design submittal.

1.7 Utility Services and Utility Easements

Based on the design, the designer shall coordinate with all utilities during the preliminary design phase and throughout the entire design process. The designer shall submit all applications to the utilities on behalf of the City of El Paso. However, the City of El Paso shall pay all utility service fees. The designer will not pull the installation of the service. The installation of the service shall be coordinated by the contractor. Construction documents shall clearly show all utility company contacts and the type of service requested. All utility service requests shall be submitted by the designer by or before the construction documents are submitted for bid advertisement. The designer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The designer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the designer shall be completed by or before the due date of the final design phase.

1.8 Utility Coordination

The consultant shall be responsible for coordinating design efforts with all affected utility companies and record all utility coordination through a utility coordination log. The purpose is to minimize utility relocation without compromising design standards. The consultant shall be responsible for obtaining all available horizontal and vertical information on utility lines, valves, covers, manholes, etc., from the different utility companies and applicable City Departments during the preliminary design phase. These existing utility structures shall be shown on 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 that is sent between both the consultant and utility companies the need and extent of relocation shall be determined. If a dispute arises, the consultant shall immediately set up a meeting between the CID Project Manager and the utility company to resolve the dispute. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the designer shall be completed by or before the due date of the final design phase. The consultant shall submit all utility clearance letters from each utility company by or before the project is advertised for bid.

1.9 Private Property

If the consultant believes construction shall extend inside private property, the consultant must obtain approval from the City to enter private property.

1.10 Traffic and Pedestrian Control Plan

If a Traffic and Pedestrian Control Plan is required on this project, the Consultant shall include under general notes that the Contractor shall submit a traffic control plan to the Streets and Maintenance Department for approval at least two (2) weeks prior to commencing construction.

1.11 Construction Sequencing Plan

The consultant shall provide a construction sequencing plan as required in order to minimize impacts on the building's operations and ensure the safety of the facility's employees.

1.12 Construction Schedule

The consultant shall meet with the CID Project Manager and Construction Manager to determine the construction schedule. The schedule shall consider the lead delivery time of equipment, the relocation by user departments of occupied spaces, etc. The meeting shall be held after pre-final plans are submitted but before the Final Design Notice to proceed is issued. The information will allow the consultant to prepare a current market cost estimate at the final design phase submittal.

1.13 Bidding:

The consultant shall submit the following in an electronic format for bidding:

- Full and complete sealed set of drawings.
- Full and complete sealed set of technical specifications.
- Detailed scope of work.
- Detailed unit price bid proposal form; and
- Detailed real-world value cost estimate.

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. The bids shall be advertised as a lump sum price contract, and the selection of the contractor shall be a competitive seal bid or a job order contract.

1.14 Construction Administration:

During the construction phase, the designer shall assist the Owner, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (request for information (RFIs)).
- Providing advice and recommendations to the Owner.
- Provide contract drawing modifications for permit revisions (as required).
- Reviewing contractor technical submittals and shop drawings in a timely matter.
- Attend weekly construction meetings (as required).
- Provide meeting minutes of weekly meetings.
- Visit the site once a week and provide written observation report.
- Review change order requests by the Contractor. Provide a separate independent analysis and provide recommendations to the Owner.
- Prepare independent cost estimates on all change orders created by design oversights.
- Attend substantial completion inspection and provide punch list to Owner.
- Produce and provide an electronic copy (PDF and CAD) of “as-built” record drawings.

2.0 PRODUCTS REQUIRED:

2.1 Drawings and Specifications:

Consultant shall provide a design schedule from the building assessment phase to the final design phase to include all milestones as specified in Section 6.0 – Design Schedule and forecasted payment drawdowns. For each submittal, the designer shall provide a detailed Design Monitoring Report at the due date of every stage indicating the highlights of the a) design tasks, b) budgets, c) project schedule, d) quality assurance and control on design, e) submission of invoices, f) overall progress, and h) cost, presenting red lines at each stage, how new changes were implemented, and how overall quality was controlled. This report will also include a compliance letter summarizing key points of the overall progress and demonstrating full compliance with all owner design requirements.

A. Assessment:

During the building assessment phase, the consultant, in collaboration with any subconsultants, shall conduct all necessary assessments for the project. During the building assessment phase, the consultant shall have thirty (35) consecutive calendar days to electronically submit a report of all findings with a cost estimate prepared by an independent cost estimator to the City for review and comment. The cost estimate shall include a breakdown of the items identified. The consultant shall provide recommendations if the cost estimate exceeds construction budget. The consultant shall submit one digital copy, cost estimate, and scope of work document to the City for review and comment in accordance with the schedule in Section 6.0 of this document. Within fifteen (15) calendar days of submitting the assessment report, the consultant shall schedule a meeting with the City to finalize the scope of work.

As part of the review by City Staff, the assessment report and other necessary submittals shall be submitted for review to any pertinent commissioning agency, the City of El Paso Design Review Committee, stakeholder meetings, and others as needed. The consultant shall be responsible for providing all copies necessary for the review process.

B. 30% Preliminary Design:

The consultant shall submit the following preliminary design submittal:

- Coversheet and Index of drawings (90% complete)
- Architectural Plan and Details (50% complete)
- Demolition Plan (90% complete)
- General Notes (50% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)

- Structural Plan (75% complete)
- Mechanical and Plumbing Plan (50% complete)
- Electrical Plan (50% complete)
- Outline of technical specification (90% complete)
- Third-party cost estimate

Upon the completion of the preliminary design phase, the consultant shall submit two (2) copies of the preliminary design documents for review and comments. The consultant must also provide electronic copies of the submittal in the format requested by the Owner, which may include but is not limited to CAD files or GIS shape files. If the Owner considers the submittal as not compliant with the above required completion percentages, the consultant must resubmit as per the requirements mentioned above. No adjustments to the schedule contained in Section 6.0 will be made in the event the consultant fails to meet the above-mentioned completion requirements.

The City of El Paso Project Manager and the consultant of record (DOR) shall attend the City Design Review (CDR) meeting to present and answer any comments and or issues by the review board in order for CID to give direction to the project manager and consultant to proceed to the next phase of the project.

C. 60% Pre-Final Design:

The consultant shall submit the following pre-final design phase submittal:

- Coversheet and Index of drawings (100% complete)
- Architectural Plan and Details (75% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Structural Plan (75% complete)
- Mechanical and Plumbing Plan (75% complete)
- Electrical Plan (75% complete)
- Outline of Technical Specification (100% complete)
- Technical Specifications (75% complete)
- Third-party cost estimate

Upon completion of the pre-final design phase, the consultant shall submit (2) copies of the preliminary design documents for review and comments. The consultant must also provide electronic copies of the submittal in the format requested by the Owner, which may include but is not limited to CAD files or GIS shape files. If the Owner considers the submittal as not compliant with the above required completion percentages, the consultant must resubmit as per the above-mentioned requirements. No adjustments to the design schedule will be made in the event the consultant fails to meet the above-mentioned completion requirements.

The City of El Paso Project Manager and the consultant of record (DOR) shall attend the City Design Review (CDR) meeting to present and answer any comments and or Issues by the review board in order for CID to give direction to the project manager and consultant to proceed to the next phase of the project.

D. 90% Final Design:

Consultant shall comply with the 100 percent design schematic provided by the Capital Improvement Department, deliver the design fully complete as shown below, and provide a Design Monitoring Report upon submission.

The consultant shall submit the following final design phase submittal:

- Coversheet (100% complete)
- Architectural Plan and Details (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Structural Plan (100% complete)
- Mechanical and Plumbing Plan (100% complete)
- Electrical Plan (100% complete)
- Outline of Technical Specification (100% complete)
- Technical Specifications (100% complete)
- Third-party cost estimate

Upon the completion of the final design phase, the consultant shall submit two (2) copies of the preliminary design documents for review and comments. The consultant must also provide electronic copies of the submittal in the format requested by the Owner, which may include but is not limited to CAD files or GIS shape files. If the Owner considers the submittal as not compliant with the above required completion percentages, the consultant must resubmit as per the above-mentioned requirements. No adjustments to the schedule contained in Section 6.0 will be made in the event the consultant fails to meet the above-mentioned completion requirements.

The City of El Paso Project Manager and the consultant of record (DOR) might attend the City Design Review (CDR) meeting to present and answer any comments and or Issues by the review board in order for CID to give direction to the project manager and consultant to proceed to bidding.

E. Cost Estimates:

The designer shall develop and submit the construction cost estimates per each design phase, 30%, 60%, and 90% for review and approval. The construction cost estimate is expected to be within ten percent (10%) of the bid for the base bid item expected from the lowest responsible bidder. The designer's final estimate shall consider all labor costs based on the City of El Paso's current prevailing wage rates as adopted by the City Council.

F. 100% Permit Review

The consultant is responsible for submitting all required documentation to the City of El Paso Planning and Inspection Department through the "City of El Paso, Texas Online Permitting/Licensing Citizen Portal" for permit review prior to bid. Any required modifications are to be considered a part of the Final Design Phase.

G. Bidding and Construction:

For bidding purposes, the consultant shall submit a PDF and AutoCAD files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before the bid opening, the consultant shall provide PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications

After the bid opening and before the preconstruction meeting, the consultant shall provide PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

During the construction project, the consultant shall produce and provide 24"X36" electronic format "as-built" drawings.

2.2 Design Analysis:

Design analysis shall include all engineering calculations for review by the Owner, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

2.3 Reproduction

The designer shall be responsible for printing for the different phases and for code review requirements.

2.4 Quality Assurance

A. Design Standards Compliance:

- Ensure all designs adhere to relevant building codes, regulations, and industry standards.
- Conduct regular audits to verify compliance with design standards and requirements.

B. Document Control:

- Implement robust document control procedures to manage project documentation effectively.
- Maintain version control, document revisions, and ensure proper documentation of design changes and approvals.

3.0 GENERAL REQUIREMENTS AND CRITERIA:

3.1 Design must meet all applicable City Codes and Ordinances.

3.2 Design must comply with Engineering & Construction Management Guidelines.

3.3 Design must comply with all local, state, and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

3.4 The designer shall submit all redlines to the owner when plan submittals are due.

4.0 OTHER CONSIDERATIONS:

4.1 Work to be coordinated with the El Paso – CID, Police Department, and all affected stakeholders.

4.2 Design shall follow the City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

5.0 REQUEST FOR PROPOSAL BREAKDOWN:

All services described under Design and Bidding will be considered Basic Services. The consultant shall submit a detailed cost proposal based on the contract, and after agreed negotiations, a purchase order will be opened. If necessary, the Owner will request all services under Construction in writing (DO NOT SUBMIT A COST PROPOSAL AT THIS STAGE OF THE PROCESS).

6.0 PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on the project scope, including review time by the owner. The schedule shall include preliminary design, prefinal design, final design, public involvement, and owner's review time as follows:

- Building Assessment Phase: 35 calendar days
- 30% Preliminary Design Phase: 60 calendar days
- 60% Pre-Final Design Phase: 75 calendar days
- 90% Final Design Phase: 75 calendar days
- 100% Bid Phase (Signed and Sealed) 14 calendar days

7.0 ERRORS AND OMISSIONS

The City expects the selected firm to have an adequate Quality Assurance/Quality Control Program to minimize the potential for errors and omissions. Recently, the City has observed inconsistencies between plans and specifications, including but not limited to conflicts between civil and landscape plans, inadequate review by the prime of the adequacy of the work of any subcontractors, discrepancies between the measurement and payment specifications, and bid forms, and failure of the firms to verify utility locations in the field. At its sole cost, the firm shall revise the work as necessary to correct errors and omissions appearing therein when required by the City (Owner). If errors or omissions are identified during construction, the firm, at its sole expense, shall modify, as necessary, plans and specifications to remedy the errors/omissions at no cost to the City. Note that the firm may also be held financially liable for the costs of any rework of work that has already been completed beyond the price of the provision of the original/revised requirement. Finally, in the event that the construction contractor requires additional time to complete the project beyond the approved scheduled date of substantial completion due to an error or omission, the firm may also be financially liable for the cost of any Extended General Conditions deemed by the City to be appropriate.

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



June 12, 2024

City of El Paso Capital Improvement Department
Attn: Roxana Infante, Project Manager
218 N. Campbell | Second Floor | El Paso, Texas 79901
InfanteR@elpasotexas.gov
O 915.268.5941

RE: Architectural and Engineering Services for the Northeast Regional Command Center Renovation

Mrs. Roxana Infante:

Thank you for the opportunity to present a fee proposal for the *Northeast Regional Command Center Renovation* located at 9600 Dyer St. El Paso Texas 79903.

Scope of Work. Based on the Project Scope as described in *RFQ Solicitation #2024-0439R-A&E Services for the EPPD Northeast Regional Command Center Renovation Project*, our meeting on May 21, 2024, MNK understands the scope of work for the Northeast Regional Command Center to be the provision of Architectural and Engineering Services, which includes Architectural, Mechanical, Electrical, and Plumbing Design services. Architectural and Engineering Design Services include services from design, through bidding, construction administration and to close out.

Consultant Team. Based on our Understanding of the Scope of Work described above, we respectfully propose to use the services of the following consultants:

- Public Safety Consultant _____ Not Required
- Civil Engineering + Survey _____ SLI Engineering
- Structural Assessment _____ HKN Engineering
- Mechanical + Plumbing Engineering _____ Cardina Engineering
- Electrical Engineering _____ Alpha Engineering
- Security Design _____ Alpha Engineering
Design team to make provisions for a turn key solution by GC, as per the City Standards.
- IT and Telecommunications _____ Alpha Engineering
*Design includes pathways and cabling, both by GC.
Equipment (Switches, WAPs and VOIP) procured and configured by City IT.*
- Landscape + Irrigation _____ Not Required
- TDLR/RAS _____ Rasadazzle
- Roofing Consultant _____ Armko

Schedule. Below please find a synopsis of the proposed schedule for this project, subject to owner availability and timely review and decision making:

Schedule	Days	Start	End
Fee Proposal		5/20/2024	7/12/2024
City Approval		8/8/2024	8/13/2024
Consultant Kick-Off Meeting			8/13/2024
Site Survey	21	8/13/2024	9/3/2024
Consultant Assesments Due			9/3/2024
Facility Assesment	35	8/13/2024	9/17/2024
Facility Assesment Estimate	7	9/10/2024	9/17/2024
Conceptual Design and Priority Review (by City)	21	9/17/2024	10/8/2024
Consultant Drawings Due			10/3/2024
30% Preliminary Design	60	10/8/2024	12/7/2024
30% Preliminary Design OPC	10	11/27/2024	12/7/2024
Preliminary Code Review with City Permitting	3	12/7/2024	12/10/2024
30% Preliminary Design Owner Review	21	12/7/2024	12/28/2024
Consultant Drawings Due			12/23/2024
60% Pre-Final Design	75	12/28/2024	3/13/2025
60% Pre-Final Design OPC	10	3/3/2025	3/13/2025
60% Pre-Final Design Owner Review	21	3/13/2025	4/3/2025
Consultant Drawings Due			3/29/2025
90% Final Design	75	4/3/2025	6/17/2025
90% Final Design OPC	10	6/7/2025	6/17/2025
90% Final Design Owner Review	21	6/17/2025	7/8/2025
100% Signed Sumbittal	10	7/8/2025	7/18/2025
Bidding	28	7/18/2025	8/15/2025
Construction	240	8/15/2025	4/12/2026

Compensation for Architectural and Engineering Services. Design fees have been calculated based on the scope of work categories noted above for each consultant's time required to complete each task. Not all items listed below may be required only items required will be billed. See breakdown below:

1. A/E Site Verification and CAD creation.
 - a. Architectural \$ 9,158.00
 - b. Mechanical \$ 2,000.00
 - c. Plumbing \$ 2,000.00
 - d. Electrical \$ 2,000.00
 - e. Civil \$ 500.00

TOTAL \$15,658.00
2. Site Survey (Legal description of site, no metes and bounds, set horizontal control points and benchmarks, topography showing grades at 1'-0" increments, spot elevations of existing improvements, location and sizes of all existing visible utilities. Underground utilities will be based on existing As-Builts. Easements will be based on existing subdivision plats and existing as-built information, spot elevations of existing improvements, topo showing grades at 1' increments, spot elevation, locations and size of pavement, curbs, visible utilities, inverts, and drainage systems, location size of trees showing caliber 3"+, signed and sealed PDF of survey, Electronic CAD file)
 - a. Civil \$10,000.00

TOTAL \$10,000.00
3. Boundary Survey (Legal description of site, meets and bounds, set horizontal control points and benchmarks, signed and sealed PDF, electronic CAD)

\$5,500.00

TOTAL \$5,500.00
4. Geo-Technical Study (This is an Allowance as it is hard to anticipate what will be needed)
 - a. Geo-Technical \$15,000.00

TOTAL \$15,000.00
5. TDLR Plan Review and Inspection
 - a. Plan Review \$ 2,000.00
 - b. Inspection \$ 1,000.00
 - c. TDLR Registration Fee \$ 250.00
 - d. Paper Work Application \$ 500.00
 - e. ADA submittal Review \$ 625.00
 - f. TDLR Closure \$ 400.00

TOTAL \$ 4,775.00

6. Opinion of Probable Cost (includes providing estimates at 30%, 60% and 90% submittals)
- i. Architectural \$12,654.00
 - ii. Mechanical/Plumbing \$34,000.00
 - iii. Electrical \$ 4,050.00
 - iv. Civil \$ 2,000.00
 - v. Roofing \$ 2,000.00
- TOTAL \$54,704.00**
7. Facility Condition Assessment (Roof Assessment, ADA Assessment, Generator Assessment, Plumbing Assessment, Fire Inspection/Fire System Assessment, HVAC and Ductwork Assessment, verify recent HVAC Improvements,
- a. Architectural \$14,338.00
 - b. Roofing \$ 1,800.00
 - c. Electrical \$ 6,180.00
 - d. ADA \$ 3,200.00
 - e. Mech/Plumbing/Fire \$21,844.00
 - f. Plumbing Scope/Camera Service \$ 5,500.00
 - g. Mechanical Test and Balance \$12,700.00
 - h. Civil \$ 5,500.00
 - i. Mech/Plumbing Estimating \$ 4,500.00
 - j. Structural Assessment \$ 10,000.00
- TOTAL \$85,562.00**
8. Building Interior Scope (Ceiling Replacement, Interior Building Leak Fix, Lighting on EM generator, VCT floor replacement, Wall Painting and Base replacement, New Electrical Panel Board and Receptacle cover replacement)
- a. Architectural \$ 55,988.00
 - b. Electrical \$ 37,012.50
- TOTAL \$ 93,000.50**
9. Building Interior Restrooms (ADA compliant fix, Tile replacement, Pipe Cover, Water Heater Redundancy, Replace Plumbing Fixtures, Replace Exhaust Fans, Add Locks on RR doors, Add door to separate showers, toilets and locker rooms and EM exit signs in Lobby RR and Lo
- a. Architectural \$ 64,712.00
 - b. Mechanical/Plumbing \$ 43,235.41
 - c. Electrical \$ 4,500.00
- TOTAL \$112,447.41**
10. Building Interiors Lobby & Holding Area (Replacement of plastic molding in holding area, Millwork replacement in Holding Room, Bullet proof glazing/walls at Lobby, Add blank covers to old RJ-11 phone jack in Lobby, Add new work Port at entry Lobby, Add card Access, add control access to Conference Room, Fix ADA Door Approach, Add EM egress lighting and exit signs at all multi-use spaces and corridors, add double entry Mag Locks & Center Frame Bar on Entry Door, Add Access Control at front door w/new module, Access pas readers at rooms 105, 120, 131, Additional Access Control Panel with power supply for additional card readers)
- a. Architectural \$78,896.00
 - b. Electrical \$ 5,580.00
- TOTAL \$84,476.00**
11. Building Exterior Roofing (provide roofing repair at new HVAC install areas, Provide roofing details at new roof hatch, Patch or recoat roof at roof leaks.)
- a. Architectural \$ 7,172.00
 - b. Roofing \$28,999.00
- TOTAL \$36,171.00**
12. Building Mechanical Items (Roof Mounted Aire-cooled Chillers, Added Boiler, Hydronic Chilled and Heating Hot Water Pumps, Provide fire line with current code approved reduced pressure backflow preventer detector assembly.)
- a. Mechanical \$58,830.50
 - b. Architectural \$ 6,216.00
 - c. Electrical \$ 9,630.00
- TOTAL \$74,676.50**
13. Site Elements (flooding issue design and including coordination with El Paso Water)
- a. Architectural \$ 9,424.00
 - b. Civil Design \$16,425.00
 - c. Civil SWPP \$ 2,100.00
- TOTAL \$27,949.00**
14. Site Elements (Bike Rakes, ADA Accessible Route from Dyer St with sidewalk, new ramp and pavement stripping, ADA ramps missing accessible route, asphalt/driveways, additional exit into parking lot, access control reader 2nd parking lot entrance.
- a. Architectural \$64,340.00
 - b. Civil \$20,475.00
 - c. Electrical \$ 6,030.00
- TOTAL \$90,845.00**

15. Building Low Priority Items (4" conduit at Radio Station, Add exterior outlets to building, removal of window between evidence room and interview room, add surface raceway installation in interview room 129 for printer Cat6 Cable, new furniture, add roof access ladder through the PD side of the building.)

- a. Architectural \$20,506.00
- b. Electrical \$ 6,300.00

TOTAL \$26,806.00

16. Bidding and Negotiation Phase (Participating in the pre-bid conference organized by City of El Paso, answering questions from potential contractors arising from the pre-bid meeting, preparing project addendums as needed to clarify any aspects of the project for bidders, reaching out to the El Paso contractor association to raise awareness about the project and ensure a competitive bidding process, offering assistance with bid evaluation (if requested by the client)

- a. Architectural \$ 4,832.00
- b. Mechanical/Plumbing \$ 6,804.39
- c. Electrical \$ 4,603.50
- d. Civil \$ 2,460.00

TOTAL \$ 18,699.89

17. Construction Administration (Conducting on-site evaluations to monitor construction progress, Having a construction administration team visit the site weekly for observations, answering requests for information (RFIs) submitted by the contractor, preparing architectural service instructions (ASIs) for any necessary design changes, reviewing construction submittals like shop drawings and product data, reviewing and approving pay applications submitted by the contractor for completed work, reviewing contingency/change order proposals; Ensuring contractor provides proper cost breakdowns to evaluate cost, negotiate if discrepancies or areas where cost seem excessive. Explore alternative solutions or materials that achieve the same outcome, ensuring all stakeholders involved in the project (owner, architect, contractor, etc.) collaborate effectively and adhere to the design intent, construction documents, and specifications. Our fee proposal includes 8 to 12 months of Construction Administration Services, from the date of the Contractor's Notice to Proceed.)

- a. Architectural \$ 45,560.00
- b. Mechanical/Plumbing \$ 27,217.57
- c. Electrical \$ 18,414.00
- d. Civil \$ 9,840.00
- e. ADA \$ 800.00

TOTAL \$101,831.57

GRAND TOTAL \$858,101.87

Total Construction Budget.

as provided by the City on meeting on May 20, 2024: \$ 8,640,225.00

Exclusions. This fee proposal includes only those services and consultants specifically listed. Continuous on-site representative during construction and preparing cost estimates in addition to those specifically listed in this fee proposal, and procured by the City, are not included in our fee.

Reimbursable Expenses. Reimbursable expenses, such as printing, deliveries, and security screening | background checks | fingerprinting, are not included within our fee. Reimbursable expenses are billed at a rate of cost plus 5%, which includes the cost of administration. MNK can provide reprographics, at the Owner's request, in quantities and sizes required, with prior approval (a Purchase Order).

Thank you for your consideration. We hope that you find this fee proposal acceptable. If you require additional information, please let us know. We'd be glad to sit down and visit regarding the proposal.

Sincerely,

MNK Architects, Inc.



Renee Jimenez, AIA, LEED AP

Attachments: Attachment A – Solicitation # 2024-0439R
Attachment B – Project Charter
Attachment C – SOW 2019 Assessment
Attachment D – Architectural Hourly Break Down
Attachment E-I – Consultant Fee Proposals

		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
CAD File Creation/Site Survey/Geo-Tech	Fee	\$ 342.00	\$ 232.00	\$ 139.00	\$ 143.00
Field Verification		1	8		
	\$ 2,198.00	\$ 342.00	\$ 1,856.00		
CAD Base File Modification		0	30		
	\$6,960.00	\$0.00	\$6,960.00		
Opinion of Probable Cost	Fee	Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
30% Preliminary Design		10			
	\$3,420.00	\$ 3,420.00	\$ -	\$ -	
60% Pre-Final Design		\$ 12.00			
	\$4,104.00	\$ 4,104.00	\$ -	\$ -	
90% Final Design		\$ 15.00			
	\$5,130.00	\$ 5,130.00	\$ -	\$ -	
Facility Condition Assessment	Fee	Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Architectural Report Assembly		4	8		
	\$3,224.00	\$1,368.00	\$1,856.00	\$0.00	\$0.00
Owner Meeting		2	2		
	\$1,148.00	\$684.00	\$464.00	\$0.00	\$0.00
Estimating by Priority with Phasing Options		2	2		
	\$1,148.00	\$684.00	\$464.00	\$0.00	\$0.00
Architectural Assessment		4	10		
	\$3,688.00	\$1,368.00	\$2,320.00	\$0.00	\$0.00
Architectural Construction Sequencing		15	0		
	\$ 5,130.00	\$ 5,130.00	\$ -	\$ -	\$ -
Building Scope: Interior	Fee	Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Architectural Floor Plan		3	8		30
	\$ 7,172.00	\$ 1,026.00	\$ 1,856.00	\$ -	\$ 4,290.00
Architectural Finish Plans		1	8		20
	\$ 5,058.00	\$ 342.00	\$ 1,856.00	\$ -	\$ 2,860.00
Architectural Ceiling Plans		2	10		40
	\$ 8,724.00	\$ 684.00	\$ 2,320.00	\$ -	\$ 5,720.00
Architectural Details		5	20		80
	\$ 17,790.00	\$ 1,710.00	\$ 4,640.00	\$ -	\$ 11,440.00
Architectural Interior Elevations		2	10		40
	\$ 8,724.00	\$ 684.00	\$ 2,320.00	\$ -	\$ 5,720.00
Architectural Specifications		8	20		8
	\$ 8,520.00	\$ 2,736.00	\$ 4,640.00	\$ -	\$ 1,144.00
Building Scope: Restrooms	Fee	Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Floor Plan		3	8		30
	\$ 7,172.00	\$ 1,026.00	\$ 1,856.00	\$ -	\$ 4,290.00
Finish Plans		1	8		20
	\$ 5,058.00	\$ 342.00	\$ 1,856.00	\$ -	\$ 2,860.00
Ceiling Plans		2	10		40
	\$ 8,724.00	\$ 684.00	\$ 2,320.00	\$ -	\$ 5,720.00
ADA details		2	10		40
	\$ 8,724.00	\$ 684.00	\$ 2,320.00	\$ -	\$ 5,720.00
Details (wall section, plan details, ext.)		5	20		80
	\$ 17,790.00	\$ 1,710.00	\$ 4,640.00	\$ -	\$ 11,440.00
Interior Elevations		2	10		40
	\$ 8,724.00	\$ 684.00	\$ 2,320.00	\$ -	\$ 5,720.00
Architectural Specifications		8	20		8
	\$ 8,520.00	\$ 2,736.00	\$ 4,640.00	\$ -	\$ 1,144.00
Building Scope: Roof	Fee	Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Roof Plan		3	8		30
	\$ 7,172.00	\$ 1,026.00	\$ 1,856.00	\$ -	\$ 4,290.00
Building Scope: Lobby, Holding Area	Fee	Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Architectural Floor Plan		3	8		30
	\$ 7,172.00	\$ 1,026.00	\$ 1,856.00	\$ -	\$ 4,290.00
Architectural Finish Plans		1	8		20
	\$ 5,058.00	\$ 342.00	\$ 1,856.00	\$ -	\$ 2,860.00
Architectural Ceiling Plans		2	10		40
	\$ 8,724.00	\$ 684.00	\$ 2,320.00	\$ -	\$ 5,720.00
Architectural Door Schedule		2	10		20
	\$ 7,644.00	\$ 684.00	\$ 2,320.00	\$ -	\$ 4,640.00
Architectural ADA details		2	10		40
	\$ 8,724.00	\$ 684.00	\$ 2,320.00	\$ -	\$ 5,720.00

Architectural Details		5	20	80	
	\$ 17,790.00	\$ 1,710.00	\$ 4,640.00	\$ -	\$ 11,440.00
Architectural Door Details		5	10	30	
	\$ 8,320.00	\$ 1,710.00	\$ 2,320.00	\$ -	\$ 4,290.00
Architectural Interior Elevations		2	10	40	
	\$ 8,724.00	\$ 684.00	\$ 2,320.00	\$ -	\$ 5,720.00
Architectural Specifications		8	20	8	
	\$ 8,520.00	\$ 2,736.00	\$ 4,640.00	\$ -	\$ 1,144.00
Building Scope: Mechanical Items					
		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Coordination		8	15		
	\$ 6,216.00	\$ 2,736.00	\$ 3,480.00		
Building Scope- Low Priority Items					
		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Architectural Floor Plan		5	10	40	
	\$ 9,750.00	\$ 1,710.00	\$ 2,320.00	\$ -	\$ 5,720.00
Architectural Furniture Plans (not included)					
	\$ -	\$ -	\$ -	\$ -	\$ -
Architectural Roof Plan		1	2	10	
	\$ 2,236.00	\$ 342.00	\$ 464.00	\$ -	\$ 1,430.00
Architectural Specifications		8	20	8	
	\$ 8,520.00	\$ 2,736.00	\$ 4,640.00	\$ -	\$ 1,144.00
Site Scope - Flooding					
		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Site Assessment - Flooding Issue		7	10		
	\$ 4,714.00	\$ 2,394.00	\$ 2,320.00	\$ -	\$ -
Architectural Specifications		5	8	8	
	\$ 4,710.00	\$ 1,710.00	\$ 1,856.00	\$ -	\$ 1,144.00
Site Scope:					
		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Architectural Site Plan		5	20	100	
	\$ 20,650.00	\$ 1,710.00	\$ 4,640.00	\$ -	\$ 14,300.00
Architectural Enlarged Plans		5	10	80	
	\$ 15,470.00	\$ 1,710.00	\$ 2,320.00	\$ -	\$ 11,440.00
Architectural Site Details		5	20	120	
	\$ 23,510.00	\$ 1,710.00	\$ 4,640.00	\$ -	\$ 17,160.00
Architectural Specifications		5	8	8	
	\$ 4,710.00	\$ 1,710.00	\$ 1,856.00	\$ -	\$ 1,144.00
BN					
		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Addenda Creations		2	10	8	
	\$ 4,148.00	\$ 684.00	\$ 2,320.00	\$ -	\$ 1,144.00
Contractor Selection		2		0	
	\$ 684.00	\$ 684.00	\$ -	\$ -	\$ -
CA					
		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Architectural for 12 months of Construction		30	32	0	
	\$ 17,684.00	\$ 10,260.00	\$ 7,424.00	\$ -	\$ -
Punchlist/Backcheck		2	6	0	
	\$ 2,076.00	\$ 684.00	\$ 1,392.00	\$ -	\$ -
RFI submittal Review		30	30	60	
	\$ 25,800.00	\$ 10,260.00	\$ 6,960.00	\$ -	\$ 8,580.00



El Paso, Texas
June 03, 2024

Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

Renee Jimenez AIA
Principal
MNK Architects
330 Eubank Court
El Paso, Texas 79902
T:915.587.8023 F:915.587.0985

Re: EPPD North East Regional Command Center
9600 Dyer St, El Paso, TX 79924

Dear Ms. Jimenez:

Pursuant to your request, we are pleased to present the following proposal to perform Engineering services for the referenced project.

Scope of Work – Proposal 7

- I. **Bike Rakes**
- II. **Flooding Issue**
- III. **ADA Accessible Route from Dyer St. (Section of Sidewalk, new ramp, and pavement stripping)**
- IV. **ADA Ramps**
- V. **Asphalt / Driveways**
- VI. **Additional exit into Parking Lot**
- VII. **Access Control reader 2nd. Parking lot entrance.**

A. Surveying Services –Boundary Survey

Provide a Boundary survey for the property (if required)

1. Legal description of site, Metes and Bounds included.
2. Set horizontal control points and benchmarks.
3. Signed and Sealed PDF of survey
4. Electronic (CADD) file of signed and sealed survey

Our fee for these services is \$5,500.00 (Five thousand five hundred Dollars 00/100) plus applicable taxes.

B. Surveying Services –Topographic and improvement Survey

Provide a Topographic and Improvement survey for the property (Barragan and Associates Inc. developed portion of the site but SLI will need to complement the existing survey.)

1. Legal description of site, No Metes and Bounds included.

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@sl-engineering.com
ghalloul@sl-engineering.com
festrada@sl-engineering.com



Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

2. Set horizontal control points and benchmarks.
3. Topography showing grades at 1'-0" increments.
4. Spot elevations of existing improvements
5. Locations and sizes of all existing visible utilities. Underground utilities will be based on existing As-Builts. Easements will be based on existing subdivision plats and existing as-built information.
6. Spot elevations, locations and sizes of pavement, curbs, visible utilities, inverts, and drainage systems.
7. Location and size of all trees showing caliber. (3"+)
8. Signed and Sealed PDF of survey
9. Electronic (CADD) file of signed and sealed survey

Our fee for these services is \$10,500.00 (Ten thousand five hundred dollars 00/100) plus applicable taxes.

C. Construction Documents for the scope of work.

Prepare a complete civil engineering design services to include the followings:

1. Grading and drainage plans conforming to the City of El Paso Engineering Department, and TxDOT design standards, including existing and proposed grades, earthwork, and drainage.
2. Details and sections for the proposed grading, drainage structures (if any), and site improvements in accordance with the City of El Paso, and TxDOT Design Standards.
3. Details and sections for possible depressed areas, in accordance with the City of El Paso, and TxDOT Design Standards.
4. Provide the required specifications for the project.
5. Project coordination between the Engineer(s), Architect(s), City of El Paso, and TxDOT.

6. SLI will design this project based on the future improvements for the area, based on Will Ruth Pond and Conveyance Improvements Overall Watershed Map Plans and New Storm Water System Alignment "A" and Alignment "E".

Our fee for these services is \$27,400.00 (Twenty-seven thousand four hundred Dollars 00/100) plus applicable taxes.

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Vice President

Fernando Estrada, PhD
Project Manager

D. Storm Water Pollution Prevention Plan

- 1. Prepare SWPP Plans Notes and Details

Our fee for these services is \$2,100.00 (Two thousand and One Hundred Dollars 00/100) plus applicable taxes.

E. Site Elmenets

Prepare a complete civil engineering design services to include the followings:

- 1. Coordination and CDS for TxDOT and the extension to the drive to the developed area

Our fee for these services is \$27,300.00 (Twenty-seven thousand three hundred Dollars 00/100) plus applicable taxes.

F. Cost Opinion

Prepare a cost opinion to include the followings:

- 1. Review and Coordinate possible Cost for the ref. Civil project.

Our fee for these services is \$2,000.00 (Two thousand Dollars 00/100) plus applicable taxes.

Timeframe schedule

Surveying Services	5 Weeks
Construction Documents	9 Weeks
SWPPP	2 Weeks
Cost Opinion	2 Weeks

SLI will follow the Architectural Schedule that you presented:

30% Completed CDS,	September 03, 2024
60% Completed CDS,	December 12, 2024
90% Completed CDS,	April 11, 2025
100% Signed Submittal,	May 26, 2025

Based on the information that you sent us, it looks that these dates will be modified based on the approval date and NOP for this project, it is very important that we coordinate the new schedule to avoid any scheduling problems.

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Vice President

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Project Manager

General Comments:

- A. Civil Design will meet all applicable City of El Paso, and TxDOT Codes and Ordinances.
- B. Civil Design will comply with all local, County, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

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) Assessment document is not included under this proposal.
- d) 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.
- e) Any additional Easement description, dedication and/or vacation will be billed based on our hourly rate.
- f) Utility design is not included under this proposal.
- g) Demolition plans and/or details are not included under this proposal.
- h) Site Detailed Plan is not included under this proposal.
- i) 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.**
- j) City Permit coordination process and owner's representation is not included under this proposal.**
- k) Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements is not included under this proposal.
- l) 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.**

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festrada@sli-engineering.com



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

A handwritten signature in blue ink, appearing to read "Fernando Estrada", is written over a circular stamp or seal.

Fernando Estrada, Ph.D.
Project Manager

Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

Acceptance of this Professional Services Proposal by:

Date: _____

Renee Jimenez AIA
Principal

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

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El Paso, Texas
May 29, 2024

HOURLY RATES AS OF JANUARY 2024

Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, Ph.D.
Project Manager

Principal: Reports on contentious issues, conferences appearances at County Boards, etc.	\$ 275.00/hour
Principal: Out of Town	\$ 350.00/hour
Expert Witness (Court Cases)	\$ 350.00/hour
Reports: Minimum	\$ 1,600.00 Plus Hourly Rates
Initial Consultation Fee:	\$400.00/First Session
Engineer (Registered):	\$ 266.00/hour
Expert Witness	\$ 370.00/hour
Engineer Assistant I:	\$ 96.00/hour
Engineer Assistant II:	\$ 126.00/hour
Landscape Architect:	\$ 175.00/hour
Planner I:	\$ 91.00/hour
Planner II:	\$ 126.00/hour
Project Manager:	\$ 166.00/hour
Project Engineer:	\$ 170.00/hour
Project Surveyor:	\$ 190.00/hour
Zoning and Other Representation Before All Regulatory Boards and Commissions:	\$ 190.00/hour
Other (Administrative):	\$ 89.00/hour
Clerical:	\$ 54.00/hour
AUTO – CADD Technician:	\$ 95.00/hour
Computer Engineer:	\$ 125.00/hour
Master Technician:	\$ 106.00/hour
Computer Assistant I:	\$ 75.00/hour
Computer Assistant II:	\$ 90.00/hour
Registered Professional Land Surveyor:	\$ 190.00/hour.
Surveying Technician:	\$ 98.00/hour
Construction Manager:	\$ 166.00/hour

2-Man Survey Crew GPS (portal-to-portal):	\$ 135.00/hour
3-Man Survey Crew GPS (portal-to-portal):	\$ 155.00/hour
4-Man Survey Crew GPS (portal-to-portal):	\$ 175.00/hour

Per Diem: Overnight, away from home base, per man \$ 160.00/day

Travel: Per mile per vehicle \$.70/mile

Fuel surcharge may apply.

Rates are applicable to a normal workday of 8 hours. Overtime, Saturdays, Sundays and Holidays are charged as normal rate plus 50%.

Other relevant expenses, when not specifically included in the above, or by separate agreement, are charged as actual "out of pocket" amounts with support receipts, billing for outside consultants, etc. at a factor of 1.25.

*Computer includes full plotter capabilities.

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ALPHA ENG.

Proposal Date: 5/30/2024
 Prepared for: MNK Architecture

SCOPE OF SERVICES	COSTS															TOTAL			
		Calculated	proposal #1		proposal #2		Proposal #3		Proposal #4		Proposal #5		Proposal #6		Proposal #7		0	Weeks	
	Rate															0	Days		
Personnel Classification	Billable Rate	Report (Program)		Construction documents (CDs)		Construction documents (CDs)		Construction documents (CDs)		Construction documents (CDs)		Construction documents (CDs)		Construction documents (CDs)		Costs			
		Hour	Cost	Hour	Cost	Hour	Cost	Hour	Cost	Hours	Cost	Hours	Cost	Hours	Cost				
Principal Engineer	\$190.00	16	\$3,040	120	\$22,800	16	\$3,040	16	\$3,040	24	\$4,560	16	\$3,040	16	\$3,040		\$42,560		
Project Engineer	\$140.00	16	\$2,240	120	\$16,800	10	\$1,400	16	\$2,240	24	\$3,360	16	\$2,240	16	\$2,240		\$30,520		
BIM Technician	\$75.00	0	\$0	160	\$12,000	16	\$1,200	24	\$1,800	56	\$4,200	32	\$2,400	32	\$2,400		\$24,000		
Clerical	\$45.00	20	\$900	40	\$1,800	8	\$360	8	\$360	16	\$720	16	\$720	8	\$360		\$ 5,220		
			no drawing																
Total Fees and Hours by Phase		52	\$6,180	440	\$53,400	50	\$6,000	64	\$7,440	120	\$12,840	80	\$8,400	72	\$8,040		\$ 102,300		
														Total Fee (Rounded to nearest 000)					

\$4,050 of the total fee is for estimating
 \$2,000 Should be added for Field Verification and CAD drawing creation



ARCHITECT: MNK ARCHITECTS

OWNER: CITY OF EL PASO

PROJECT: NORTHEAST REGIONAL COMMAND CENTER
9600 Dyer Street
El Paso, TX 79924

1320 SPINKS ROAD
FLOWER MOUND, TX 75028
972.874.1388 o / 972.874.1391 f
www.armko.com
Texas Registered Architectural Firm #BR369
Texas Registered Engineering Firm #F-006498

**AGREEMENT FOR CONSULTING SERVICES
ROOF ANALYSIS SURVEY AND REROOFING**

AGREEMENT MADE this 4th day of June, 2024, between MNK Architects (hereinafter referred to as the "Client") and Armko Industries, Inc. (hereinafter referred to as Armko); in consideration of the mutual promises herein contained, the parties hereto agree as follows:

DESCRIPTION OF WORK

It is the desire of the Client to engage the services of Armko to perform Roofing and Waterproofing Consulting Services specifically requested by the Client.

Armko shall perform these services for the Client as an independent consultant and not as an employee.

**AGREEMENT FOR CONSULTING SERVICES
MNK ARCHITECTS
CITY OF EL PASO
NORTHEAST REGIONAL COMMAND CENTER**

SCHEDULE A - ROOF ANALYSIS AND REPORT

Roof Analysis

- A. Visual examination of exterior roof-related sheet metal, parapets, copings, flashings, roof mat, and penetrations and/or projections through the roof system.
- B. Cross-section analysis of core samples of the roof membrane when core is taken.
- C. Analysis of insulation at core areas when core is taken.
- D. Observation of topside of deck at core areas when core is taken.
- E. Moisture meter readings of insulation and/or membrane, if applicable.
- F. Bitumen chemical analysis, if applicable.
- G. Establish roof priorities, if applicable.

Roof Analysis Report (written and oral presentation)

- A. Existing Conditions
- B. Recommendations
- C. Budget Cost Estimate
- D. Existing Condition Photographs
- E. Roof Plan

Total for Schedule A: \$1,800.00 Lump Sum

Additional services for the Roof Assessment (Schedule A), as requested in writing, will be charged by the Hour at the following rates

Schedule A Fees	Per Hour
Principle in Charge	\$250.00
Architect/Engineer	\$250.00

SCHEDULE B - CONSTRUCTION DOCUMENTS, BIDDING, and CONSTRUCTION ADMINISTRATION

CONSTRUCTION DOCUMENTS - PHASE 1

- A. Perform building evaluation.
- B. Establish Scope of Work.
- C. Identify areas of concern for the new work as well as the existing conditions.
- D. Establish tie-in options and weathertightness of the existing facility during demolition.
- E. Define the roofing specifications.
- F. Prepare construction documents per agreed upon Scope of Work.
 - 1. Roofing Specifications
 - 2. Roof Plans
 - 3. Roof Details, including unusual and difficult transitions between walls and roof elements
- G. Compile Bid Package to include:
 - 1. General Requirements
 - 2. Product Specifications
 - 3. Roof Plans
 - 4. Roof Details, including unusual and difficult transitions between walls and roof elements

BIDDING - PHASE 2

- A. Assist in notification to the construction community.
- B. Assist at pre-proposal and/or proposal conference.
- C. Assist with bid questions, clarifications, and addenda.
- D. Provide technical assistance during the bidding/negotiation procedure, upon request.

**AGREEMENT FOR CONSULTING SERVICES
MNK ARCHITECTS
CITY OF EL PASO
NORTHEAST REGIONAL COMMAND CENTER**

CONSTRUCTION ADMINISTRATION - PHASE 3

- A. Perform submittal review.
- B. Facilitate and/or conduct pre-construction and pre-installation meetings.
- C. Provide major phase site presence with construction observations (two hours per week maximum).
- D. Provide observation reports of each site visit to Owner, including photographs.
- E. Respond to contractor questions (RFIs).
- F. Review monthly and final progress payment requests, upon request.
- G. Provide final observations.

Fee for Schedule B: \$28,999.00 Lump Sum

Fee for Estimating: \$ 2,000.00 Lump Sum

ADDITIONAL ON-SITE OBSERVATIONS

Additional visits over and above the two hour weekly on-site observations as described in Schedule B shall be \$250.00 per hour, portal to portal, incurred only upon Client's written request.

TERMS

Schedule A fee will be invoiced upon delivery of Roof Analysis Report.

Phases 1-2 for **Schedule B** will be invoiced at the completion of each Phase. Balance due for Phase 3-Construction Administration will be invoiced in monthly increments until completion of project, based on percentage of construction completed.

Phase 1 – Construction Documents	75%
Phase 2 – Bidding	5%
Phase 3 – Construction Administration	20%

Armko shall receive payment within thirty (30) days after receipt of invoice by Client according to the payment schedule above. Armko's provision of its services hereunder shall be within its discretion, as shall the hours and days to be worked.

LIMITATION OF LIABILITY/WARRANTIES

Client agrees that Armko shall provide only the services set out herein and that Armko makes no warranties, express or implied, with respect to the products it may recommend to their fitness for a particular purpose. Client agrees to look solely to the warranties made by the contractor and/or manufacturer of said products, including, without limitation, consequential damages arising out of the use of said product.

Any language, term or condition of this agreement to the contrary notwithstanding, Armko makes no express or implied warranties, including warranties of merchantability or fitness for any purpose, regarding Armko's service, which warranties are expressly disclaimed.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability in the aggregate, of Armko and Armko's officers, directors, partners, employees and sub-consultants, and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the actual total of any applicable, available, remaining and/or available insurance policy limits which pertain to any claim made. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**AGREEMENT FOR CONSULTING SERVICES
MNK ARCHITECTS
CITY OF EL PASO
NORTHEAST REGIONAL COMMAND CENTER**

Armko shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the project, since these are solely the contractor's rights and responsibilities.

CHOICE OF LAW/VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in El Paso County, Texas.

CANCELLATION

Either party hereto may cancel this agreement in writing upon thirty (30) days written notice. The contract shall thereafter terminate thirty (30) days after the postmark date of said notice. Nothing contained herein shall relieve either party from performing hereunder during said thirty (30) day period. Payment for all services performed prior to the termination date shall be due within five (5) days after said termination date, unless earlier payment is required under any other provision of this agreement.

REGISTERED FIRM

Armko is a registered architectural and engineering firm. The Texas Board of Architectural Examiners^[1] has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. The Texas Board of Professional Engineers^[2] has jurisdiction over complaints regarding the professional practices of persons registered as engineers in Texas.

^[1] Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701, (512) 305-9000.

^[2] Texas Board of Professional Engineers, 1917 IH-35 South, Austin, TX 78741, (512) 440-7723.

**AGREEMENT FOR CONSULTING SERVICES
MNK ARCHITECTS
CITY OF EL PASO
NORTHEAST REGIONAL COMMAND CENTER**

SIGNATURE PAGE

MNK ARCHITECTS
300 Eubank Court
El Paso, TX 79902

ARMKO INDUSTRIES, INC.
1320 Spinks Road
Flower Mound, TX 75028

Signature

Print Name

Title

Date



Signature

Greg Carroll, RRO, IIBEC

Print Name

Roofing & Building Envelope Consultant


Title

June 4, 2024

Date

ARMKO PROPOSAL CERTIFICATION

This is to hereby certify that this Agreement has been reviewed by me and is acceptable for presentation to the above client for execution.



Signature

Rodney R. Ruebsahm

Print Name

President

Title

June 4, 2024

Date



May 29, 2024

Mrs. Renee Jimenez, AIA
Principal
MNK Architects
330 Eubank Ct.
El Paso, TX 79902
Re: City of El Paso Police Northeast HQ – Proposal 1

Mrs. Jimenez,

CARDINA Consulting LLC is pleased to present this proposal for the mechanical and plumbing evaluation of the El Paso Police Department's (EPPD) headquarters in northeast El Paso, TX. The headquarters are located at 9600 Dyer, in a complex that also houses a municipal annex, and a library. The proposal is based on information provided by MNK Architects via email on 5/13/24 and 5/21/24. We propose the following scope of work for Proposal 1:

- Site Observation for documentation and evaluation of HVAC systems, Ductwork, fire protection main, water heater redundancy and plumbing fixtures.
- Evaluation of existing fire suppression system.
- Provide MNK phasing recommendations, limited to existing HVAC zoning.
- Scope/Camera services for evaluation of representative systems (sanitary sewer main, storm drain mains, and selective branches).
- Test report of representative systems, by NEBB agency.
- Report documenting findings and recommendations.

Exclusions/Assumptions

- Any design services are not included as part of this proposal.
- Any cost estimating or opinion of probable cost are not part of this proposal.
- Preparation of as-built conditions are not included as part of this proposal.
- Electrical Services or assessment are not included as part of this proposal.
- Infrared Camera services are not included as part of this proposal.
- No destructive testing provided as part of this proposal.
- MNK will notify CARDINA of any location or systems known to have asbestos.
- Overall Phasing plan development.
- Evaluation of fire alarm, fire extinguishers, and emergency exits.
- Assessment of any equipment or system serving the Library, Municipal Annex, or other space adjacent to the EPPD headquarters, and/or tied to its hydronic plant.

Assumptions

- Drawings of existing facility, if available, will be provided to CARDINA so that we can familiarize ourselves with layout/zoning.
- Fire protection record drawings are available.

We propose the above for a lump sum amount of **\$40,044.00**

If MNK/Owner does not require scope/camera services noted above, deduct \$5,500.00

If MNK/Owner does not require Test and Balance services noted above, deduct \$12,700.00

For Engineer's opinion of probable cost, add \$4,500.00

In recognition of the relative risks and benefits of the Project to both the Client and CARDINA Engineering Commissioning, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability CARDINA Engineering Commissioning to the Client for any and all claims, losses, costs, damages of

any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of CARDINA Engineering Commissioning to the Client shall not exceed 15% of CARDINA Engineering Commissioning's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Please feel free to contact me should you have any questions.

Carlos E. Arguijo

Respectfully,
Carlos E. Arguijo, P.E.
CARDINA Consulting LLC

Proposal 1:

	Facility Condition Assessment
Architectural	Roof Assesment (leaking) assess leaking areas and source
Electrical	Generator Assesment
Plumbing	Plumbing Assesment
Plumbing	Fire Inspection/Fire Systems Assesment
Mechanical	HVAC and Ductwork assessment In additlon to the Information found In the maintnance log
Civil	Site Drainage Assesment (see attached EPWU report)

SECTION II – SCOPE OF SERVICES

The project will include tenant improvements to the El Paso Police Department Northeast Regional Command Center at 9600 Dyer Street. Required improvements are outlined in the 2019 Facility Assessment, to be provided by owner. In addition, and in combination with the items identified in the 2019 Facility Assessment, the project may include, but is not limited to, the following identified services:

- **Assessment of architectural elements and the building's compliance with the International Building Code (IBC) and the Texas Administrative Code (TAC).**
- **ADA Compliance Assessment and Redesign:** Evaluate all elements for ADA compliance, including, but not limited to, door width and clearance, sink and countertop heights, knee clearance, and covering exposed lavatory and sink pipes.
- **Force Protection System Design:** Design a force protection system comprising a secondary exit for secured parking, bulletproof glazing and doors for the front entrance and lobby of the regional command center.
- **MEP Systems Assessment and Design:** Assess and design the existing mechanical, electrical, and plumbing (MEP) systems, ensuring all lighting and electrical outlets have emergency backup, replacing non-functional emergency exit signs, damaged lighting fixtures, HVAC systems, ductwork, fire line, water heater redundancy, plumbing fixtures as necessary and any other concerns identified during the assessment. Any components of a mechanical system identified for replacement will need to be designed or specified to be compatible with the existing systems.
- **Fire Systems Assessment and Design:** Evaluate current fire systems to meet current code and industry standards. Conduct a thorough inspection of the existing fire suppression system, including fire alarms, sprinkler systems, fire extinguishers, and emergency exits. Identify any deficiencies or areas where the current systems do not meet current codes and standards.



May 29, 2024

Mrs. Renee Jimenez, AIA
Principal
MNK Architects
330 Eubank Ct.
El Paso, TX 79902
Re: City of El Paso Police Northeast HQ – Proposal 3

Mrs. Jimenez,

CARDINA Consulting LLC is pleased to present this proposal for the mechanical and plumbing renovation of the restrooms at the El Paso Police Department's (EPPD) headquarters in northeast El Paso, TX. The headquarters are located at 9600 Dyer, in a complex that also houses a municipal annex, and a library. The proposal is based on information provided by MNK Architects via email on 5/13/24 and 5/21/24. We propose the following scope of work for Proposal 3:

- Plumbing design for the replacement of plumbing fixtures (lavatories, water closets, urinals, p-trap covers)
- Mechanical design for the replacement of exhaust fan at all restrooms.
- Mechanical and plumbing design of redundant water heater.
- Construction administration limited to assistance during bidding, providing addenda if required, and five site visits during construction.

Exclusions/Assumptions

- Any other design not listed above
- Commissioning Services.
- Any other Construction administration not included in Construction Administration Services above.
- Value engineering re-design.
- Re-design due to changes of project scope or budget.
- Construction permits.

Assumptions

- Work is provided to all restrooms within EPPD Headquarters.

We propose the above for a lump sum amount of **\$57,647.21**

For Engineer's opinion of probable cost at each design phase, add \$17,000.00

For Field verification and creation of CAD files add \$4,000.00

In recognition of the relative risks and benefits of the Project to both the Client and CARDINA Engineering Commissioning, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability CARDINA Engineering Commissioning to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of CARDINA Engineering Commissioning to the

Client shall not exceed 15% of CARDINA Engineering Commissioning's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Please feel free to contact me should you have any questions.

Carlos E. Arguijo

Respectfully,
Carlos E. Arguijo, P.E.
CARDINA Consulting LLC

Proposal 3:

Building Scope: Restrooms	
Architectural/Plumbing	Sink Fix countertops/cabinets ADA
Architectural	Mosaic tile to CeramicTile
Plumbing	Pipe Cover at exposed lavatory / sink pipes
Plumbing	Add water heater redundancy
Plumbing	Replace plumbing fixtures
Mechanical	Replace Exhaust Fans
Architectural	Add Locks In all restrooms
Architectural	Doors to separate showers, toilets and locker room for each locker room



May 29, 2024

Mrs. Renee Jimenez, AIA
Principal
MNK Architects
330 Eubank Ct.
El Paso, TX 79902
Re: City of El Paso Police Northeast HQ – Proposal 5

Mrs. Jimenez,

CARDINA Consulting LLC is pleased to present this proposal for the mechanical and plumbing renovation of the chilled and hot water plants and hydronic systems at the El Paso Police Department's (EPPD) headquarters in northeast El Paso, TX. The headquarters are located at 9600 Dyer, in a complex that also houses a municipal annex, and a library. The proposal is based on information provided by MNK Architects via email on 5/13/24 and 5/21/24. We propose the following scope of work for Proposal 5:

- Replacement of hydronic system
 - Chiller(s)
 - Boiler(s)
 - Hydronic pump(s)
 - Terminal units
 - Hydronic piping
 - Air separators, expansion tanks
 - Air handling equipment in mechanical room.
- Performance specification for fire protection systems, including addition of backflow preventor.
- Construction administration limited to assistance during bidding, providing addenda if required, and ten site visits during construction.

Exclusions/Assumptions

- Any other design not listed above
- Commissioning Services.
- Design of any equipment or system serving the Library, Municipal Annex, or other space adjacent to the EPPD headquarters, and/or tied to its hydronic plant.
- Any other Construction administration not included in Construction Administration Services above.
- Value engineering re-design.
- Re-design due to changes of project scope or budget.
- Construction permits.

We propose the above for a lump sum amount of **\$78,440.66**

For Engineer's opinion of probable cost at each design phase, add \$17,000.00

In recognition of the relative risks and benefits of the Project to both the Client and CARDINA Engineering Commissioning, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability CARDINA Engineering Commissioning to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of CARDINA Engineering Commissioning to the Client shall not exceed 15% of CARDINA Engineering Commissioning's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Please feel free to contact me should you have any questions.

Carlos E. Arguijo

Respectfully,
 Carlos E. Arguijo, P.E.
 CARDINA Consulting LLC

Proposal 5:

Building Scope B: Mechanical Items	
Mechanical	Roof Mounted Air-cooled chillers
Mechanical	Added Boiler
Mechanical	Hydronic Chilled and Heating hot water pumps
Plumbing	Provide fire line with current code approved reduced pressure backflow preventer detector assembly
Hydronic Piping and TU replacement	

SECTION II – SCOPE OF SERVICES

The project will include tenant improvements to the El Paso Police Department Northeast Regional Command Center at 9600 Dyer Street. Required improvements are outlined in the 2019 Facility Assessment, to be provided by owner. In addition, and in combination with the items identified in the 2019 Facility Assessment, the project may include, but is not limited to, the following identified services:

- **Assessment of architectural elements and the building’s compliance with the International Building Code (IBC) and the Texas Administrative Code (TAC).**
- **ADA Compliance Assessment and Redesign:** Evaluate all elements for ADA compliance, including, but not limited to, door width and clearance, sink and countertop heights, knee clearance, and covering exposed lavatory and sink pipes.
- **Force Protection System Design:** Design a force protection system comprising a secondary exit for secured parking, bulletproof glazing and doors for the front entrance and lobby of the regional command center.
- **MEP Systems Assessment and Design:** Assess and design the existing mechanical, electrical, and plumbing (MEP) systems, ensuring all lighting and electrical outlets have emergency backup, replacing non-functional emergency exit signs, damaged lighting fixtures, HVAC systems, ductwork, fire line, water heater redundancy, plumbing fixtures as necessary and any other concerns identified during the assessment. Any components of a mechanical system identified for replacement will need to be designed or specified to be compatible with the existing systems.
- **Fire Systems Assessment and Design:** Evaluate current fire systems to meet current code and industry standards. Conduct a thorough inspection of the existing fire suppression system, including fire alarms, sprinkler systems, fire extinguishers, and emergency exits. Identify any deficiencies or areas where the current systems do not meet current codes and standards.



May 13, 2024

PROPOSAL PREPARED FOR:

MNK Architects, Inc.
330 Eubank Court
El Paso, Texas, 79902
rjimenez@mnkarchitects.com

RFQ-2024-0439R:

EPPD Northeast Regional Command Center
Capital Improvement Department
218 N. Campbell St. Second Floor
El Paso, Texas 79901

PROPOSAL PREPARED BY:

RASADAZZLE, LLC
Carmen Byers, RAS #1574
700 W. Paisano Dr. – Ste. B
EL Paso, TX 79901
E: cbyers@rasadazzle.com



Thank you for the opportunity to work with MNK Architects, RASADAZZLE, LLC is pleased to be able to present the following fee proposal for the **EPPD Northeast Regional Command Center**. We have prepared this letter to define the scope of work and the compensation for this project.

PROJECT:

El Paso Police Department Northeast Regional Command Center Renovations project. The City of El Paso is seeking a consulting firm with experience in designing and working with secure, technologically advanced, and community-oriented law enforcement facilities. The project requires that the designer assist in improving the facility and updating it to meet code compliance, force protection, life safety requirements, ADA, and other standards.

CODES UNDER REVIEW:

TAS - Public Accommodation areas: State of Texas Architectural Barriers Act via the 2012 Texas Accessibility Standards, with current technical memorandums, & administrative rulings. *This will be referenced as TAS.*

The proposal excludes services to determine compliance with other federal, state, or local accessibility requirements and accessibility requirements of ANSI and IBC building codes unless requested.

SERVICES PROVIDED, SCHEDULED & DELIVERABLES:

TDLR REGISTRATION

RASADAZZLE, LLC will register the project with TDLR within two working days of receiving the documents noted below. A proof of registration will be provided to the client.

- completed Project Registration Form submitted to RASADAZZLE by client.
- completed and signed Proof of Submission Form provided by the Architect of Record for the project.



PLAN REVIEW & REPORT

RASADAZZLE will perform 2 plan review of the design drawings at Design Development and at 100% Construction Document phase. Our reviews will include all codes specified above and will produce one report. The report for TAS findings. Detailed reports of findings will be provided to the owner and client within fifteen working days after receiving all required documents. No formal response to this report is required. 2 hour of Technical Assistance is included.

SITE VISIT & INSPECTIONS | REPORTS

If requested, final inspections for compliance will be performed at the end of each phase. Within 30 days of project completion, the final TAS inspection must be requested by the owner. RASADAZZLE will schedule the inspection within seven working days of receiving the written request and will issue a detailed report of findings within five working days of performing the inspection.

GENERAL ACCESSIBILITY GUIDANCE INCLUDED as needed.

RASADAZZLE will provide technical assistance outside of the reports noted above at the request of MNK. This can be used at any phase of the design, as preliminary or revision plan reviews, during construction, or assisting with post-construction inspection remediations.

CONSTRUCTION ADMINISTRATION INCLUDED as needed.

RASADAZZLE is available to provide construction administration service to include review of submittals, assist in RFI and review ASI that pertain to TAS coordination and requests during construction.

TDLR CLOSE-OUT

RASADAZZLE will close the project with TDLR. If violations were present, a letter of corrective modifications will be provided to the owner and client after receiving required documentation post inspection.

BASE SERVICES, *see attached appendix.*

Interior + Exterior existing conditions assessment + Assessment report	\$3,200.00
TAS Registration	\$ 250.00
Plan Review + Report	\$2,000.00
TAS Inspection + Report	\$1,000.00
General Accessibility Guidance and CA Procedures (4 Hours)	\$ 800.00
Submittal, RFI	\$ 625.00
TDLR closure	\$ 400.00

TOTAL BASE SERVICES

Service is based on the estimated construction cost of 8.6 Million Dollars + Assessment \$8,275.00

ADDITIONAL SERVICES *available by request*

Client agrees that RASADAZZLE, LLC's limit of liability for any claim against it for services performed under this contract shall be limited to the total of consulting fees paid to RASADAZZLE, LLC pursuant to this agreement.

Sincerely ours,

Proposal

July 14, 2024

Ms. Rene Jimenez
Principal Architect
MNK Architects
330 Eubank Court
El Paso, TX 79902

RE: EPPD Northeast Regional Command Center

Ms. Jimenez,

We are pleased to submit our proposal to do a structural assessment of El Paso Police Department located at 9600 Dyer Street. The building is 32,000 square feet constructed of CMU with steel beams, columns and steel joist. Our services will include the assessment of the existing building to make sure there aren't any structural issues with the building. A report will be provided. Our proposed fixed fee for these services is **\$10,000.00**.

We look forward to working with you on this project. Don't hesitate to contact our office with any further questions or comments you might have.

Sincerely,

Manuel A. Levario
Manuel A. Levario, P.E.

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

For the “**ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT NORTHEAST REGIONAL COMMAND CENTER 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

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 inspections**, 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 EL PASO POLICE DEPARTMENT NORTHEAST REGIONAL COMMAND CENTER RENOVATION PROJECT", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$858,101.87** 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

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

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 any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024	CONTACT NAME: Tina Chez
	PHONE (A/C, No, Ext): 752-252-4921 FAX (A/C, No): 610-362-8216 E-MAIL ADDRESS: tina.chez@usi.com
INSURED Mnk Architects, Inc. 330 Eubanks Ct El Paso, TX 79902-1507	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Nationwide Assurance Company 10723
	INSURER B : Nationwide Mutual Insurance Company 23787
	INSURER C : Texas Mutual Insurance Company 22945
	INSURER D :
	INSURER E :
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ACBPB013068764856	06/16/2024	06/16/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	ACBPB013068764856	06/16/2024	06/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACPCU013068764856	06/16/2024	06/16/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	0001135243	09/01/2023	09/01/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Solicitation #2024-0439R COEP Northeast Regional Command Center Renovations Project
 The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is written contract or agreement between the named insured and the certificate holder requires such status The General Liability, Auto Liability and Workers Compensation policies include a blanket waiver of subrogation (See Attached Descriptions)

CERTIFICATE HOLDER City of El Paso 218 N Campbell St El Paso, TX 79901	CANCELLATION 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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