

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



DEPARTMENT: Capital Improvement

AGENDA DATE: 8/4/25

PUBLIC HEARING DATE: 8/5/25

CONTACT PERSON NAME: Gilbert Guerrero

PHONE NUMBER: 915-212-1803

DISTRICT(S) AFFECTED: 5

STRATEGIC GOAL:

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

SUBGOAL:

No. 2.3 Increase public safety operational efficiency

SUBJECT:

A Resolution that the City Manager is authorized to sign the First Amendment to Agreement for Professional Services between City and MNK Architects for the provision of additional services by MNK Architects in exchange for additional payment by City in an amount not to exceed \$150,936.85.

BACKGROUND / DISCUSSION:

On May 26, 2020, the City of El Paso and MNK Architects, Inc. entered into an Agreement for Professional Services wherein City engaged Consultant to perform professional architect and engineering services for the El Paso Police Department's Eastside Regional Command Center ("ERCC"), in exchange for payment from the City in the amount of \$2,379,046.48

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

May 26, 2020 award was made to MNK Architects for professional Engineering and design services.

AMOUNT AND SOURCE OF FUNDING:

\$150,936.86 funded by 2019 Public Safety Bonds.
No Budget Transfer required.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: Gvette Hernandez
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, on May 26, 2020, the City of El Paso (“City”) and MNK Architects, Inc. (“Consultant”) entered into an Agreement for Professional Services (“Agreement”) wherein City engaged Consultant to perform professional architect and engineering services for the El Paso Police Department’s Eastside Regional Command Center (“ERCC”), in exchange for payment from the City in the amount of \$2,379,046.48; and

WHEREAS, since commencement of the Agreement, the amount of basic and additional services has been increased by \$99,433.72 through change orders approved by the City Engineer pursuant to City Engineer authority to approve increases not exceeding \$100,000.00; and

WHEREAS, the parties now desire to amend the Agreement to reflect an additional increase in design services related to increased square footage of the ERCC; and

WHEREAS, in exchange for the additional services, City shall pay Consultant an additional amount not to exceed \$150,936.85, thereby increasing the original contract price, including change orders, from \$2,379,046.48 to \$2,629,417.05.

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

THAT the City Manager is authorized to sign the First Amendment to Agreement for Professional Services between City and Consultant for the provision of additional services by Consultant in exchange for additional payment by City in an amount not to exceed \$150,936.85.

APPROVED this _____ day of _____, 2025.

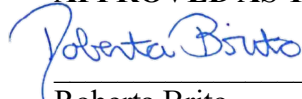
CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

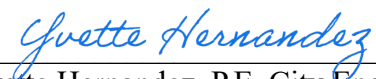
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES

This First Amendment to the Agreement for Professional Services ("First Amendment"), is made by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("Owner"), and MKN Architects, Inc. a Texas company ("Consultant"), collectively referred herein as "Parties".

WHEREAS, on May 26, 2020 the Parties entered into an Agreement for Professional Services (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Consultant agreed to provide professional architect and engineering services for the El Paso Police Department's Eastside Regional Command Center (the "ERCC") for an amount not to exceed \$2,379,046.48; and

WHEREAS, since the commencement of the Agreement in 2020, the amount of basic and additional services has been increased by \$99,433.72 through change orders approved by the City Engineer pursuant to City Engineer authority to approve increases not exceeding \$100,000.00; and

WHEREAS, the Parties now desire to amend the Agreement to reflect an additional increase in basic design services from the Consultant due to the increased square footage of the ERCC and increase payment to Consultant for said additional services; and

WHEREAS, in exchange for the increase in services from Consultant, City shall increase payment in an amount not to exceed \$150,936.85, thereby increasing the total cost of the Agreement from \$2,379,046.48 to \$2,629,417.05, which includes the original contract price, all previously approved cost increases, and the current cost increase ($\$2,379,046.48 + \$99,433.72 + \$150,936.85 = \$2,629,417.05$).

NOW, THEREFORE, the Parties agree as follows:

1. Section 2.1 is amended in its entirety to read as follows:

2.1 The Owner hereby agrees to retain the Consultant and Consultant agrees to perform construction management services for the Project as professional consultant 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-1".

2. Section 3.1 (Payment to Consultant) of the Agreement is amended in its entirety to read as follows:

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant a total amount not to exceed \$2,629,417.05 for all basic services and reimbursables performed pursuant 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-1".

3. Section 3.4 (Project Construction and Budget and Time) of the Agreement is amended in its entirety to read as follows:

3.4 PROJECT CONSTRUCTION AND BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project is \$30,931,498.00, 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.

4. Attachment "C" is deleted in its entirety from the Agreement and is replaced with Attachment "C-1" in order to correct the reference to the replaced Attachment "D".
5. Attachment "D" is deleted in its entirety from the Agreement and is replaced with Attachment "D-1".
6. Attachment "E" to the Agreement is hereby amended by adding the letter from Consultant dated July 22, 2025 that is attached to this Amendment.
7. Except as amended in this First Amendment, the Agreement remains in full force and effect.


(SIGNATURES BEGIN ON FOLLOWING PAGE.)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

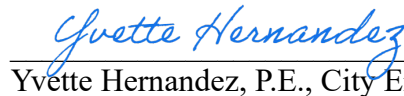
Dionne Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

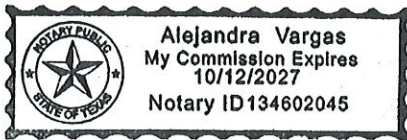
(Consultant signatures begin on the following page.)

CONSULTANT:

Renee Jimenez

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 28 day of July, 2025,
by Renee Jimenez, as the Consultant.



Alejandra Vargas
Notary Public, State of Texas

My commission expires:

10/12/2027

(Exhibit's on the following pages)

Attachment "C-1"

ATTACHMENT "C-1"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the "**ARCHITECT AND ENGINEERING SERVICES FOR EL PASO POLICE DEPARTMENT EASTSIDE REGIONAL COMMAND CENTER**" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
 - e. As per Attachment "D-1", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
 3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I- PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

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

however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D-1", 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 may be 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-1", 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-1", 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-1", 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-1", 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-1"

ATTACHMENT "D-1"
PAYMENT SCHEDULE

For the project known as "**ARCHITECT AND ENGINEERING SERVICES FOR EL PASO POLICE DEPARTMENT EASTSIDE REGIONAL COMMAND CENTER**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **TWO MILLION THREE HUNDRED SEVENTY-NINE THOUSAND FORTY-SIX DOLLARS AND FORTY-EIGHT CENTS (\$2,379,046.48)** 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.

Lump Sum Payment to Consultant

Report/Concept Phase	\$ 523,197.97
Preliminary Design (30% Design)	\$ 155,061.63
Pre Final Design (60% Design)	\$ 603,473.41
Final Design (90% Design)	\$ 917,059.79
Bidding	\$ 44,158.74
Construction	\$ 287,031.79

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 September 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 **45 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-1" and submit **one (1) copy** of all addenda to the Owner for appropriate action within **TBD (TBD) consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C-1" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **TBD (TBD) days** from the date of substantial completion.

Attachment "E"



July 22, 2025

City of El Paso Capital Improvement Department
Attn: Diana Ortega-Carlos, E.I.T.
Project Manager
218 N. Campbell | Second Floor | El Paso, Texas 79901
esponosaD@elpasotexas.gov
O 915.212.1833

**RE: Architectural and Engineering Services for the Eastside Regional Command Center
Additional Services – Added SF**

Thank you for the opportunity to present our fee proposal for additional services related to the **increased square footage and budget** of the Eastside Regional Command Center.

Scope of Work:

Our understanding, based on RFQ 2020-645R for the EPPD Eastside Regional Command Center, our meeting on April 28, 2020, and your feedback on May 7, 2020, was for the design of a 27,714 square foot program with a budget of \$24,200,000. As you know, the project scope expanded to a program of 47,182 square feet, resulting in a final construction cost of \$30,931,498.00.

Our original fee proposal calculated architectural and engineering services based on the initial construction cost of \$24,200,000. This methodology was explained and agreed upon in that proposal. To determine a fair fee for professional services for both the City and MNK, we referenced the recommended fee schedule for typical Architectural Services in RS Means. As you may know, RS Means Construction Cost Data has been a recognized industry standard for calculating design fees and construction costs since 1942. Their fee schedule is structured by complexity, building type, and total project size (in thousands of dollars). According to RS Means, projects of this type and size historically result in an 8.5% fee, which, while typically excluding civil and landscape design services per their definition, we have included in our calculation, as shown below:

Total Construction Budget (as provided by the City on April 28, 2020):

$\$24,200,000.00 \times 8.5\% = \$2,057,000.00$

(fee for architectural services up to \$24.2 million of estimated construction work)

Final Construction Cost: $\$30,931,498.00 \times 8.5\% = \$2,629,177.33$ Total Fee

Total Additional Compensation due to increased square footage and budget: **\$572,177.33**

The City has agreed to a payment of \$150,936.85 towards this adjusted fee, which represents a **discount to the City of \$421,240.48** from MNK Architects. While we do not believe this fully reflects the increased scope and effort resulting from the larger facility and budget, in the interest of project close-out and our continued partnership with the City, MNK will accept the agreed payment of **\$150,936.85**.

To provide greater clarity on how the adjusted fees should have been calculated and to align with the City of El Paso's preferred contractual structure, we have organized the calculations above, incorporating other individual service line items, as follows:

1 ■ Conceptual Engineering (to include programming and site master planning)

MNK Architects, Inc. | 330 Eubank Court | El Paso, Texas 79902 | 915.587.8023 | www.mnkarchitects.com

□ Facility Planning Class, via Web by MWL	\$ 4,048.00
□ Program Validation (Includes Workshop) by MWL	\$ 35,765.00
□ Cost Estimate Estimate 1: Programming	\$ 9,365.60
□ Architectural + Engineering Design (20% of \$2,629,177.33)	\$ 411,400.00 + \$114,435.47
□ Cost Estimate 2: Schematic Design	\$ 13,432.00
□ Renderings	Two in Architectural Services Fee
□ Community Presentation	\$ 4,000.00
□ Travel	\$ 15,000.00
Total	\$ 493,010.60

2 ■ Preliminary Engineering (to include site investigations, surveying etc.)

□ Geo-Technical Studies by CQC	\$ 29,727.50
□ Surveying by SLI Engineering	\$ 12,822.21
□ Platting + Traffic Study by SLI Engineering	\$ 23,216.92
□ Heliport Planning + Engineering	\$ 18,395.00
□ Fueling Station Planning + Engineering	\$ 33,900.00
□ Sustainability Consulting to Design to Two (2) Green Globes	\$ 37,000.00
<u>Technical advising and general support, as well as Site Assessment.</u>	
<u>Does NOT include Green Building Initiative fees;</u>	
<u>this fee does NOT include certification.</u>	
Total	\$ 155,061.63

3 ■ Prefinal Design

□ Architectural + Engineering Design (25% of \$2,629,177.33)	\$ 514,250.00 + \$143,044.33
□ Furniture, Fixtures + Equipment Selection + Procurement Assistance	\$ 30,000.00
<u>Includes: Three presentation meeting to discuss respectively: Decide quantities, types of furniture, and qualities; discuss + decide models; and to discuss + decide finishes, colors and textiles. Owner must select FFE procurement prior to commencing work. Fee is to select FFE + provide assistance for FFE package, for 1 procurement method.</u>	
□ Community Presentation	\$ 4,000.00
□ Cost Estimate 3: Design Development	\$ 17,489.20
Total	\$ 565,739.20

4 ■ Final Design

□ Architectural + Engineering Design (40% of \$2,629,177.33)	\$ 822,800.00 + \$228,870.93
□ Cost Estimate 4: 50% CDs	\$ 17,489.20
□ Cost Estimate 5: 100% CDs	\$ 8,744.60
□ Accessibility Submission to the TDLR by Eckhard Fennig, RAS	\$ 3,651.25
□ Community Presentation	\$ 4,000.00
Total	\$ 856,685.05

5 ■ Bidding Phase Services (2% of \$2,101,900.00)

Total \$ 41,140.00 + \$11,443.55

6 ■ Construction Administration Phase Services (13% of \$2,629,177.33)

Total \$ 267,410.00 + \$74,383.05

ADD SERVICE TOTAL \$572,177.33

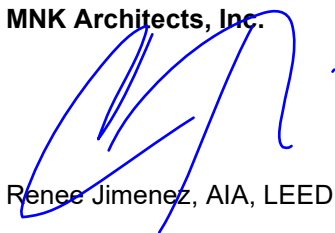
MNK Discount - \$421,240.48

TOTAL Agreed Additional Fee \$150,936.85

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 BC+D