

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

AGENDA DATE: May 7, 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: 8

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

SUBGOAL: No. 2.3 – Increase public safety operational efficiency

SUBJECT:

Discussion and action on a Resolution authorizing the City Manager to sign the Guaranteed Maximum Price Amendment to the Standard Form of Agreement by and between the City of El Paso and Dantex General Contractors, Inc. for construction of 2023-0055R, El Paso Fire Department Special Operations Division Station establishing, among other provisions, the Guaranteed Maximum Price for the project in the amount of \$21,734,150.00; the Construction Manager's Fee in the amount of \$941,889.00, which is included in the Guaranteed Maximum Price; the time for completion of the project; and liquidated damages amounts.

BACKGROUND / DISCUSSION:

The City has elected to procure pre-construction and construction services via a Construction Manager at Risk (CMAR) contracting strategy. A CMAR is brought on during the design phase of a project to perform constructability reviews, value engineering, and develop realistic cost estimates and to establish the construction cost, schedule, means and methods, during design there-by reducing construction costs/schedule risks to the City.

Council previously approved pre-construction services. At this time Council approval is requested for construction services.

PRIOR COUNCIL ACTION:

On January 21, 2023 award was made to Dantex General Contractors Inc. for pre-construction services.

On August 17, 2021 award was made to Mijares Mora Architects Incorporated for Professional Services.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$21,734,150.00
Funding Source: 2019 Public Safety Bond
Accounting String: 190-4820-29090-580270-PCP20FDSPECTEAM

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement Department

Revised 04/09/2021

SECONDARY DEPARTMENT: El Paso Fire Department

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

DEPARTMENT HEAD: Yvette Hernandez
Yvette Hernandez, P.E.
City Engineer

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

RESOLUTION

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

THAT the City Manager is authorized to sign the Guaranteed Maximum Price Amendment to the Standard Form of Agreement by and between the City of El Paso and Dantex General Contractors, Inc. ("Construction Manager") for construction of 2023-0055R, El Paso Fire Department Special Operations Division Station establishing, among other provisions, the Guaranteed Maximum Price for the project in the amount of \$21,734,150.00; the Construction Manager's Fee in the amount of \$941,889.00, which is included in the Guaranteed Maximum Price; the time for completion of the project; and liquidated damages amounts.

APPROVED this ____ day of _____ 2024.

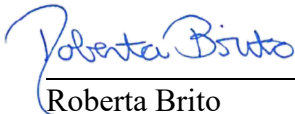
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

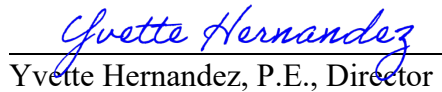
APPROVED AS TO FORM:



Roberta Brito

Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., Director
Capital Improvement Department

**GUARANTEED MAXIMUM PRICE AMENDMENT
TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER**

This Guaranteed Maximum Price Amendment to the Standard Form of Agreement between Owner and Construction Manager (the "Amendment") is entered into by and between the City of El Paso (the "City" or "Owner") and DANTEX GENERAL CONTRACTORS, INC. ("Construction Manager") for the construction of 2023-0055R El Paso Fire Department Special Operations Division Station. This Amendment amends the Standard Form of Agreement Between the Owner and Construction Manager At-Risk (the "Agreement") entered into by and between the City and Construction Manager on January 31, 2023, and establishes the Guaranteed Maximum Price ("GMP") for the project and other necessary provisions as set forth below:

RECITALS

WHEREAS, the City and Construction Manager entered into the Agreement dated January 31, 2023, for the construction of the 2023-0055R El Paso Fire Department Special Operations Division Station; and

WHEREAS, unless clearly provided otherwise herein, all terms and phrases used herein shall have the same meaning as the terms and phrases used in the Agreement; and

WHEREAS, Section 2.05 of the Agreement contemplates the delivery of a Construction Manager's GMP Proposal to the City; and

WHEREAS, Section 2.05 of the Agreement requires that said proposal contain certain representations and documentation; and

WHEREAS, Section 2.05 of the Agreement provides that in the event the City timely accepts the Construction Manager's GMP Proposal, this Amendment shall be executed; and

WHEREAS, Construction Manager has delivered a Construction Manager's GMP Proposal to the City; and

WHEREAS, the City desires to accept the Construction Manager's GMP Proposal, subject to any amendments or revisions as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Construction Manager agree to modify and amend the Agreement as follows:

1. The City hereby accepts the Construction Manager's GMP Proposal submitted March 19, 2024, a true and complete copy of which is attached hereto and incorporated herein by reference, marked as **Exhibit "1-A"**.

2. **Section 7.05 (A): THE GUARANTEED MAXIMUM PRICE ("GMP")**. The Construction Manager guarantees that the total charge to Owner for completion of all Work shall not exceed Twenty-One Million Seven Hundred Thirty-Four Thousand One Hundred Fifty Dollars (\$21,734,150.00) subject to additions and deductions by Change Order as provided in the Contract Documents. The GMP is based on and detailed in the attached Exhibit "1-A".

3. **Section 7.02 (A) and (B): CONSTRUCTION MANAGER'S FEE.**

A. The Construction Manager's Fee shall be 4.53% of the Construction of the Work as defined in Section 7.03 of the Agreement, and is hereby established to be the sum of Nine Hundred Forty-One Thousand Eight Hundred Eighty-Nine Dollars (\$941,889.00). This amount is the product of 4.53% multiplied by the Cost of the Work, and said sum is included within the above stated GMP.

B. Construction Manager's Fee will be adjusted as follows for any Change Orders approved by Owner:

1. For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Construction Manager shall receive a Fee of 10% of the additional Costs of the Work incurred for that Change Order, exclusive of Construction Manager's Soft Costs as defined in Section 7.02.A.

2. For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, Construction Manager shall receive no fee on that portion of the Cost of Work that is eliminated by any deductive Change Order.

4. **Exhibit "1-A": GENERAL CONDITIONS.** The General Conditions expenses for the construction of the Work are hereby established in the sum of One Million Thirty-Seven Thousand Three Hundred Thirty-Five Dollars (\$1,037,335.00), and said sum is included in the GMP of \$21,734,150.00. Construction Manager acknowledges and agrees that the City shall have no liability for any General Condition expenses beyond payment of the above noted amount and Construction Manager agrees that it shall not be entitled to receive any additional compensation from the City for the General Conditions beyond this amount unless expressly adjusted by a Change Order.

5. **Exhibit "1-A": OWNER CONTINGENCY.** The City has established an Owner contingency fund in the sum of Two Million Four Hundred Twelve Thousand Four Hundred Sixty-Four Dollars (\$2,412,464.00) for this Project. Construction Manager has no right or entitlement to the contingency fund and use of such funds are subject to the prior written approval and issuance of a Change Order by the City. Any contingency funds remaining at the completion of the Project will be credited from the GMP.

6. The services and cost of compliance with the Test and Balance is included within the GMP.

7. **Section 6.01 (F): SUBSTANTIAL COMPLETION.** The Construction Manager shall achieve Substantial Completion of the entire Work not later than 487 calendar days from the date commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between Owner and Construction Manager that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

8. **Section 6.01 (G): FINAL COMPLETION.** Construction Manager shall achieve Final Completion of the entire Work not later than 517 calendar days from the date of commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Change Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between Owner and Construction Manager that time is of the essence in the final completion of the Work, and that failure to complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

9. **Section 6.02 (H): LIQUIDATED DAMAGES.** Construction Manager acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Construction Manager further acknowledges and agrees that, if the Construction Manager fails to reach the Substantial Completion and/or Final Completion dates of any portion of the Work within the Contract time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Construction Manager agree that, if the Construction Manager shall neglect, fail, or refuse to achieve substantial completion and/or final completion of the Work by the Substantial Completion and/or Final Completion date, subject to proper extension granted by the Owner, then the Construction Manager agrees to pay the Owner as liquidated damages ("Liquidated Damages"), not as a penalty, for the damages that would be suffered by Owner as a result of delay the sum of:

- \$1,253.00 for each consecutive calendar day after the date of Substantial Completion in which the Work is not completed.
- \$949.00 for each consecutive calendar day after the date of Final Completion in which the Work is not completed.

10. Except as modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, the City and Construction Manager agree that the terms of this Amendment shall take precedence.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the 7 day of MAY, 2024.

(Signatures on following page.)

CITY OF EL PASO:

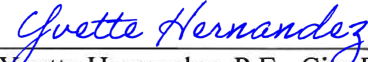
Cary Westin
City Manager

APPROVED AS TO FORM:




Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

DANTEX GENERAL CONTRACTORS, INC

By: 

Name: Tyler Daniels
Title: President

Exhibit "1-A" – Contruction Manager's Proposal

DANTEX



General Contractors, Inc.

4727 Osborne Drive • El Paso, Texas 79922 • 915 / 584-9300

March 19, 2024

Capital Improvement – City of El Paso
218 North Campbell Street, Second Floor
El Paso, Texas 79901

Attention: Jesus R. Lara, Project Manager - LaraJR@elpasotexas.gov
915-268-5308

RE: Fire Department – Special Operations Division – Guaranteed Maximum Price

Mr. Lara,

Please review the following Guaranteed Maximum Price (GMP) for the City of El Paso Fire Department – Special Operations Division to be located at 222 South Campbell Street.

This GMP is based on the construction documents issued by Mijares-Mora Architects, Inc., dated August 14, 2023, and the following Addenda which have been received and acknowledged:

Addendum #1 – September 29, 2023 – Stair Framing Details

Addendum #2 – December 21, 2023 – CEP - Building Permit and Inspection Review

Addendum #3 – January 19, 2024 – Addition of Specification Sections

Addendum #4 – February 5, 2024 – Furniture Layout, Quantities and Specifications

It is our understanding that additional plan modifications are forthcoming which reflect additional revisions required by the City of El Paso Building and Inspection Department during permit review. These revisions/modifications can be addressed with project contingency.

The GMP is presented by Scope of Work, GMP Cost Break-Down and GMP and Exclusions.

Scope of Work

- Building Demolition – demolition of the existing Central Fire Station/Fire Department Headquarters Building including all haul-off and backfill of basement area.
- Site Demolition – existing utility removal and/or capping, select site demolition including removal of parking meters, signs, flagpole, and railroad tracks, saw-cutting of concrete sidewalk, chain link fence, wall, wrought iron fence, concrete, site clearing, grubbing, scarification and over-excavation of entire site for new construction.

- Storm Drain – adjustment of existing manholes for new grading improvements, storm drain inlet, slotted trench drain system and all associated piping.
- Sitework – cut/fill, grading, building pad, parking lot basecourse and paving, pavement marking, and parking signs.
- Site Concrete – concrete curb and gutter, monolithic curb, rolled curb, ADA accessible ramps, site and building concrete sidewalks, concrete footing for site CMU wall, flagpole concrete base, concrete pad for generator, concrete pavement and mow strips.
- Building Concrete – 5" steel reinforced concrete slab on grade with recess concrete areas for the fireman pole drop rubber stop, 8" steel reinforced concrete slab on grade, and 3.5" steel reinforced concrete topping on 3C22 Conform Deck, 4.5" steel reinforced concrete topping over 6.5" reinforced concrete slab on deck and concrete topping slab at second floor patio.
- Masonry – standard CMU and double-sided burnished CMU.
- Structural Steel – reinforcing steel, tube columns, wide-flange beams, roof deck, joists and bridging, continuous angles, joist bearing plates, bridging anchor angles, roof opening frames and anchor and erection bolts.
- Miscellaneous Steel Fabrications – bollards at dumpster enclosure, bollards at overhead doors, perforated metal deck at canopies, metal guardrail, steel stairs assemblies and mechanical equipment roof screen.
- Steel Erection and Miscellaneous Steel Installation.
- Rough Carpentry – miscellaneous rough carpentry wood blocking.
- Architectural Millwork – solid surface lavatory countertops with integral sinks.
- Roofing – SBS Modified Bituminous Two-Ply Roofing System with rigid insulation, roof drains, walk pads, sheet metal soffit, flashing, trim and coping.
- Preformed Metal Siding Panels/Standing Seam Metal Wall Panels.
- Metal Composite Material Wall Panels/Aluminum Composite Wall Panels.
- Intumescent Fireproofing.
- Caulking and Joint Sealants for building and site, with waterproofing at second floor patio.
- Doors and Hardware – installation of new exterior and interior doors and hardware.
- Overhead Sectional Doors.
- Glass and Glazing – installation of new aluminum framed entrances and storefronts, windows, skylights and unframed wall mounted mirrors at Weight Room.
- Metal stud framing system – exterior metal stud framing and sheathing with shop drawings and calculations, interior metal stud framing, in-wall insulation, gypsum board, tape, bed, texture of gypsum board walls and ceilings.
- Acoustical Ceilings – Lay-in acoustical ceilings and gypsum board ceilings.
- Painting of interior drywall, CMU, and open to structure deck areas and painting of exterior.
- Exterior Insulation and Finish System (EIFS).
- Ceramic and porcelain wall tile and porcelain floor tile.
- Rubber Flooring with base and accessories.
- Sealed Concrete.
- Polished Concrete with base and accessories.
- Visual Display Boards.
- Flagpole.

- Corner Guards.
- Interior Signage, Exterior Signage and Plaque.
- Metal Lockers and Turnout Gear Lockers.
- Fire Extinguishers.
- Solid Surface Shower Enclosures.
- Toilet Accessories.
- Fireman Pole Drops.
- Kitchen and Laundry Equipment.
- Unit Kitchens – stainless steel base cabinets, wall cabinets and island base cabinets, stainless steel countertops and pantries. Stainless steel base cabinets at grill area. Stainless steel base and wall cabinets at laundry.
- Horizontal Louver Blinds and Roller Window Shades.
- Site Furnishings – Concrete Benches, Concrete Trash Receptacles and Bike Racks.
- Hydraulic Elevator.
- Site Utilities
- Plumbing, HVAC and Electrical Systems - installation of new HVAC with DDC, Plumbing, and Electrical system with Fire Alarm, Data/Communication, Audio/Visual, and Security – intrusion, access control, and video surveillance.
- Emergency Generator to back-up electrical service.
- Fire Protection – Fully Sprinklered Building with installation of new site underground main line with backflow preventer.
- Fencing – wrought iron fencing and motorized gates, dumpster enclosure gates. Interior chain link fencing.
- Landscaping – landscape ground cover, synthetic turf, landscape planting and irrigation, water harvesting area.
- Water and Sewer Replacement/Extension.
- Furniture and Installation.
- Payment and Performance Bond.
- Construction is based on a five hundred seventeen (517) day construction schedule to Final Acceptance. Four hundred eighty-seven (487) days to Substantial Completion
- It is anticipated that the existing water and electrical services can be utilized for temporary services during construction at no cost to CMAR or Subcontractors.
- Includes all necessary traffic control, shoring, barricading, flagging, safety railing, hoisting, scaffolding, etc., as required by OSHA.
- Change Order Fee – 5.0% Overhead and 5.0% Fee.

GMP Cost Break-Down

Cost of Work	\$17,342,462.00
General Conditions	\$ 1,037,335.00
<u>Total Cost of Work + General Conditions</u>	<u>\$18,379,797.00</u>

Contingencies Included in the GMP

EPWU Water Main and Sewer Main Improvements	\$ 1,639,199.00
Owner Contingency	\$ 773,265.00

Total Contingencies	\$ 2,412,464.00
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<u>Subtotal – Cost of Work + General Conditions + Contingencies</u>	<u>\$20,792,261.00</u>
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Contractor Fee – 4.53%	\$ 941,889.00
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<u>Guaranteed Maximum Price</u>	<u>\$21,734,150.00</u>
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Exclusions

- Sales Tax.
- Impact, Usage, Expansion, Contribution, Pollution, Remediation, Meter, or Tap Fees of any kind from any utility company or public entity.
- El Paso Electric Utility remodel or renovation of existing underground electrical lines.
- Dewatering.
- LEED or Green Globes Certifications.
- BIM drawings of coordination.
- Re-design or Re-design Fees.
- Testing or Testing Fees.
- Asbestos abatement of any kind.
- Underground storm water detention chambers/tanks.
- Unforeseen Conditions below grade.
- Demolition of rock or removal of structures below grade to achieve proposed grades.
- Spotting or providing location of existing underground utilities on private property.
- Any work or rework involving site utilities not specifically shown on the drawings or included in this proposal.
- Steel pipe bollards included in lieu of steel I-Beam column guards.
- Wire Rack Storage System provided and installed in the Apparatus Bays 119 & 124.
- Boot Storage System provided and installed in the Apparatus Bays 119 & 124.
- No details or cross sections provided for the stainless steel unit kitchen casework.
- Wall Mounted TV's or Monitors.
- Cost for Commissioning Team, Commissioning Authority or Commissioning Agent.
- Anything that is not shown or specified in the construction documents.

Thank you for allowing Dantex General Contractors to participate in this Project.

Sincerely,


Tyler Daniels, President