

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



DEPARTMENT: Capital Improvements

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer

PHONE NUMBER: 915-212-0065

DISTRICT(S) AFFECTED: 7

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 Dekker LLC., a professional limited liability company, for a project known as "Architect and Engineering Services for the El Paso Police Department Mission Valley Regional Command Center" for an amount not to exceed \$564,099.00; 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 \$664,099.00; 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 is for Architect and Engineering services to provide assessments, design and construction administration for the El Paso Police Department Mission Valley Regional Command Center project located at 9011 Escobar Drive. This project was approved as part of the 2019 Public Safety Bond and involves improvements to the existing 24,051-square-foot building outlined in the 2019 Facility Assessment.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

On November 5, 2019, voters approved the 2019 Public Safety Bond. The Mission Valley Regional Command Center was identified as part of the bond.

AMOUNT AND SOURCE OF FUNDING:

\$564,099.00 – 2019 Public Safety Bond

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)
N/A	

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

DEPARTMENT HEAD: Gvette Hernandez

(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 be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Dekker LLC., a professional limited liability company, for a project known as “Architect and Engineering Services for the El Paso Police Department Mission Valley Regional Command Center” for an amount not to exceed \$564,099.00; 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 \$664,099.00; 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 _____ 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

EVALUATION COMMITTEE SCORESHEET SUMMARY								
<p align="center">SOLICITATION #2025-0450R</p> <p align="center">AE SERVICES FOR THE EPPD MISSION VALLEY REGIONAL COMMAND CENTER</p>								
CONSULTANT	ALVIDREZ	ASA	CDA	COUNTRYMAN	DEKKER	MNK	PARKHILL	WDA
Rater 1	70	67	67	74	77	65	69	58
Rater 3	73	83	78	85	85	81	77	79
Rater 4	77	86	89	78	81	81	74	80
Total Rater Scores	220	236	234	237	243	227	220	217
References	8.2	3.3	7.4	8.5	9.7	8.1	7.4	0.0
Overall Score:	228.2	239.3	241.4	245.5	252.7	235.1	227.4	217.0

6

4

3

2

1

5

7

8

Rankings	Consultant
1	DEKKER
2	COUNTRYMAN
3	CDA
4	ASA

Rankings	Consultant
5	MNK
6	ALVIDREZ
7	PARKHILL
8	WDA

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made is on this _____ day of _____, 2025 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Dekker LLC, a Domestic limited liability company, 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 Mission Valley Regional Command Center**” 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 **\$564,099.00** 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 construction budget for the project is **\$4,932,349.00**, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

- 4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.
- 4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.
- 4.3 TERMINATION.** This Agreement may be terminated as provided herein.
- 4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
- 4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

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

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

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

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

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

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

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

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

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

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

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

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

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

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

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

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

With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	DEKKER LLC Attn: Kurtis Morton 108 S. Stanton Street El Paso, Texas, 79901
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

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

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


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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

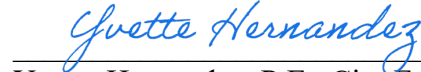
Dionne Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

ACKNOWLEDGMENT

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:

(Signatures begin on following page)

By: Kurtis Morton
Name: Kurtis Morton
Title: Principal Architect

THE STATE OF Texas §
COUNTY OF El Paso §

me on this 29th day of September, 2025
Consultant.

[Signature]
Notary Public, State of Texas

January 31, 2029



**ATTACHMENT “A”
SCOPE OF SERVICES**

SECTION I – PROJECT OVERVIEW

In November 2019, City of El Paso voters approved the 2019 Public Safety Bond. The City of El Paso is seeking professional consulting services to provide assessments, design, and construction administration for the El Paso Police Department Mission Valley Regional Command Center Renovations project.

The City of El Paso seeks a consulting firm with experience in designing and working with secure, technologically advanced, and community-oriented law enforcement facilities. The project requires the consultant to assist in improving the facility and updating it to meet code compliance, force protection, life safety requirements, and other relevant standards.

SECTION II – SCOPE OF SERVICES

The project involves tenant improvements to the El Paso Police Department's Mission Valley Regional Command Center, located at 9011 Escobar Drive. The necessary improvements to the existing 24,051-square-foot building are outlined in the 2019 Facility Assessment, which will be provided by the City after submissions have been reviewed. In addition to the items identified in the 2019 Facility Assessment, the project may also include, but is not limited to, the following services:

- **Architectural and Code Compliance Assessment:** Evaluate architectural elements and the building’s compliance with the International Building Code (IBC) and the Texas Administrative Code (TAC)
- **ADA Compliance Assessment and Redesign:** Assess and redesign 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:** Assess and design the force protection system, including a secondary exit for secured parking, bulletproof glazing and doors for the front entrance lobby.
- **MEP Systems and Assessment and Design:** Assess and design the existing mechanical, electrical, and plumbing (MEP) systems, ensuring emergency backup for lighting and electrical outlets, replacing non-functional emergency exit signs, damaged lighting fixtures, HVAC systems, ductwork, fire lines, water heater redundancy, plumbing fixtures as necessary, and any other concerns identified. Any components identified for replacement must be compatible with existing systems.
- **Fire Systems Assessment and Design:** Evaluate and design updates to fire systems to meet current codes and industry standards, including fire alarms, sprinkler systems, fire extinguishers, and emergency exits. Identify deficiencies and non-compliance issues.
- **Building Structure Assessment and Design:** Address exterior and interior structural concerns, including but not limited to roof assessment, leaks, damaged ceiling tiles, p-lam on counters and cabinets, install card readers for door access, damaged paint, missing wall bases and moldings, non-functional exhaust systems, unnecessary windows, and the condition of windows and doors.
- **Exterior Concerns Assessment:** Assess and design solutions for exterior concerns, including creating a new accessible route from Escobar Drive, repairing or replacing damaged or missing sidewalks, ADA ramps, and pavement striping.

- **Coordination** with effective facility stakeholders to include Information Technology, Facility Maintenance, Environmental and Police Department to evaluate needs and solutions.

1.0 SERVICES REQUIRED (as appropriate):

1.1 Facility Inspection/Programing

The Consultant shall coordinate with the City's Capital Improvement Department (CID) to inspect the facility to verify the scope of work elements and assess the need for additional improvements beyond those identified in the 2019 Facility Assessment and by staff. Following the inspection, the Consultant shall produce a report detailing findings, recommendations for additional work, and prioritization. The Consultant shall also specify which findings are related to maintenance repairs.

1.2 Surveys

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

1.3 Planning

~~The designer shall assist the Owner with planning services, including platting of the property, obtaining special permits, and vacating easements, including coordination with utility providers. These services shall include schedules for acquiring utility easements, utility service lines, and required permits or related services.~~

1.4 Design

The Designer shall conduct design analysis for the project to ensure public safety. All design analyses must comply with applicable City, County, State, and Federal laws and regulations.

The design must meet all City requirements for the project and shall be executed in phases as outlined in Section 6.0 Project Schedule below.

The Consultant is responsible for delivering a turnkey design product. The Consultant shall identify and ensure that all designers involved are licensed in the State of Texas, as required by law. In addition to complying with local building codes, the Consultant shall adhere to all other applicable codes and standards.

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

Sole sourcing is not permitted. The Consultant shall prepare both design and performance specifications.

1.5 Cost Estimating and Budget Verification

The Consultant shall develop budgets and monitor budget performance, recommend measures to mitigate cost-over-runs, and enforce compliance of project budget.

1.6 ADA Compliance and Requirements

The designer shall include and comply with the American with Disabilities Act (ADA), Texas Accessibility Standards (TAS), and Texas Department of Licensing and Regulation requirements.

The Consultant shall employ the services of a Registered Accessibility Specialist (RAS) to review the design documents, register the project with TDLR and perform final inspection of construction. The Consultant shall comply with RAS design comments.

1.7 Technical Specifications

The designer shall prepare technical specifications under the CSI Master Format and Unified Facilities Guide Specifications from whole building design guide.

1.8 Sub-consultant and Service Provider Coordination

The Consultant shall be responsible for coordinating with all sub-consultants, service providers, and contractors. The Consultant shall oversee all services provided by these parties to ensure that they meet the project requirements, timelines, and quality standards. The Consultant is also expected to facilitate clear and consistent communication among all involved parties and to promptly address any issues or discrepancies that may arise during the course of the project.

1.9 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 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

1.10 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 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.

1.11 Private Property

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

1.12 Traffic and Pedestrian Control Plan

If a Traffic and Pedestrian Control Plan is required for 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.

1.13 Construction Sequencing Plan

~~The Consultant shall provide a construction sequencing plan as required in order to minimize impacts on the building's operations (facility is to remain occupied and operating during construction) and ensure the safety of the facility's employees.~~

1.14 Construction Schedule

The Consultant shall meet with the CID Project 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.

1.15 Bidding

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.

1.16 Construction Administration

During the construction phase, the designer shall assist the Owner, with but not limited to, the following items:

- Responding to all questions from the contractor or requests for information (RFIs).
- Providing advice and recommendation to the Owner.

- Provide ASI’s including contract drawing modifications for permit revisions (as required).
- As Owner’s agent, review and approve contractor technical submittals and shop drawings for correctness and compliance with Contract documents.
- Attend weekly construction meetings (as requested).
- Attend substantial completion inspection and provide punch list of non-compliant elements to Owner.
- Produce and provide an electronic copy (PDF and CAD) of “as-built” record drawings.
- Facilitate the scheduling of the Architectural Barrier inspection.

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) budget, 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. Programming Phase:

During the building programming 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-five (35) consecutive calendar days to electronically submit a report of all findings, including images, 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)
- Grading Plan (50%)
- Outline of technical specification (90%)
- Utility coordination letters/proof of communication
- Construction notes
- Third-party cost estimate

Upon the completion of the preliminary design phase, the Consultant shall submit two (2) copies of the preliminary sign 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, PDF, CAD or GIS shape files. If the Owner considers the submittals not as 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% Design Development:

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
- Quantity Summary Sheet (95%)
- Utility Clearance Letter/Certificates
- Contract Time Determination

Upon completion of the pre-final phase, the Consultant shall submit two (2) copies of the pre-final design documents for review and comments. The Consultant shall also provide electronic copies of the submittal in the format requested by the Owner, which may include, but is not limited to, PDF, CAD, or GIS shapefiles. If the Owner considers 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% Pre-Construction Documents:

The Consultant shall comply with the 100 percent (100%) 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)
- Quantity Summary Sheet (100%)
- Final Contract Time Determination
- Final Utility Clearance Letter/Certifications
- Final Third-party cost estimate

Upon the completion of the final design phase, the consultant shall submit two (2) copies of the final 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, PDF, CAD, 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 Consultant is to digitally submit 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 on or before the due date of this task as indicated on the Notice to Proceed.

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 questions or comments by the review board in order for CID to give direction to the project manager and consultant to proceed to bidding.

E. 100% Construction Documents :

The Consultant is to deliver the following documents suitable for procurement to include

- Single Document Permit Drawings with DOR seal and signature and CoEP Planning and Inspection Permit Review acceptance stamps
- Technical Specifications sealed and signed
- Cost Estimate for Construction
- Platting and Zoning Approvals

F. Cost Estimates:

The designer shall develop and submit the construction cost estimates per each design phase, Programming 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. All cost estimates are to be submitted as a package with each deliverable milestone; no exceptions. 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. Bidding and Construction:

For bidding purposes, the consultant shall submit a PDF and CAD files of the sealed construction drawings, sealed technical specifications, scope of work, unit price bid proposal form, and detailed real-world value cost estimate.

During the bidding process, the Consultant shall assist the Owner in responding to all inquiries from prospective bidders, attending a pre-bid conference, and prepare any addendums required.

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, written bid clarifications, and final third-party estimate.

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 phase, the consultant shall produce and provide 24"x36" electronic format "as-built" drawings. The Consultant shall assist the owner on a time and material basis which includes attending pre-construction meetings, responding to requests for information (RFIs), providing Architectural supplemental Information (ASI), providing advice and recommendations to the owner, reviewing contractor technical submittals, and providing written observation reports (as needed), advising the owner on the validity of requested change orders, preparing independent cost estimates on requested change orders resulting from design oversights, participating in punch list inspections and providing a punch list to the owner, and participating in a final inspection.

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.

2.2 Reproduction

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

2.3 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 and Construction Management Guidelines.
- 3.3 Design must comply with all local, state, and federal laws and regulations, including, but not limited to, the American 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 shall be coordinated with the City of El Paso Capital Improvement Department, Police Department, and all affected stakeholders.
- 4.2 Design shall follow the City of El Paso Department of Information Technology Services requirements for computer and telephone systems, if applicable.
- 4.3 At each design phase the Consultant shall be responsible for the review of all drawings, specifications, and other submitted by the sub-consultants and shall prepare a review comment form prior to submittal of documents.

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:

- Programming Phase: 35 calendar days
- 30% Schematic Design Phase: 60 calendar days
- 60% Design Development: 60 calendar days
- 90% Pre-Construction Documents: 45 calendar days
- 100% Construction Documents (Permit Stamped Revisions): 14 calendar days

July 18, 2025
(Revised July 30, 2025)

DEKKER DESIGN
108 S. Stanton Street
El Paso, Texas 79901

Attn: Kurtis Morton, AIA, CCCA, LEED AP BD+C
Studio Leader/Principal

Re: Phasing Plan Study
El Paso Police Department - Mission Valley Regional Command Center
9011 Escobar Drive
El Paso, Texas 79907

Dear Mr. Morton:

Quantum Engineering Consultants, Inc. submits herewith our *revised* proposal to provide professional engineering and surveying services in connection with the **Site Civil Design for the El Paso Police Department – Mission Valley Regional Command Center as shown on the attached exhibit, for the City of El Paso**, El Paso, Texas (hereinafter called the *Project*). This proposal is based on the email dated June 18, 2025, the attached exhibit, and the requirements set forth by The City of El Paso. You are expected to furnish us with full information as to your requirements, including any special or extraordinary considerations or special services needed, and to make available all pertinent existing data.

Our **BASIC SERVICES** will consist of the following:

Item A: PROFESSIONAL SURVEYING SERVICES (by Subconsultant):

1. A Topographic, Boundary and Improvement Survey of the subject area is included in our fee proposal, which identifies location and description of observable evidence of all above-ground improvements (including landscaping features, drainage infrastructure, etc.); location and description of observable evidence of above-ground easements and utilities; spot elevations; contour lines; a plat of survey signed and sealed by a Registered Professional Land Surveyor. The survey will also include identifying roadways/street Right-of-Way, where applicable. The survey will show existing underground utilities based on "Record" or "As-Built" documentation. However, there is no guarantee that these utility locations are accurate. Contractor will be responsible for identifying the exact location (vertically and horizontally) of these utilities. The surveying service fees have been broken down into four areas of priority, please refer to the attached exhibit and the professional fee breakdown section of this proposal.
2. Please keep in mind that the estimated timeline for completion of this work is 35 to 40 working days upon receipt of the signed agreement.

Item B: PROGRAMMING PHASE:

1. Research site-specific requirements with DPS, City of El Paso, Design Team, El Paso Police Department and/or Facility users.
2. Our analyses and evaluation process of the site will consist of researching drainage flow patterns, flood zones and existing drainage infrastructure.

*El Paso Police Department – Mission Valley Regional Command Center**July 18, 2025**(Revised July 30, 2025)**Page 2 of 12*

3. Prepare exhibits, as necessary, based on information that has been made available to us and our field reconnaissance.
4. Perform **Preliminary Drainage Computations** to estimate existing and proposed stormwater runoff quantities as necessary for the Project Program.
5. Submit our Civil Narrative to DPS for inclusion into the project program.
6. Provide DPS with a hard copy and electronic copy of the Civil Narrative and associated exhibits.
7. Our fee includes site visits and field reconnaissance in order to prepare the appropriate exhibits and Project Civil Narrative.

Item C: SITE CIVIL DESIGN PHASE SERVICES

1. Research site-specific drainage requirements with the City of El Paso, and/or El Paso Water – Stormwater Division.
2. Analyze on-site and adjacent roadway drainage flow patterns, and calculate, as necessary, **Standard Drainage Computations** to estimate Stormwater runoff quantities as per the City of El Paso and/or El Paso Water-Stormwater Division requirements. However, our fee does **NOT** include FEMA analyses, studies, submittals or coordination or a drainage report (if required by the City of El Paso and/or El Paso Water of the subject property analyzing existing conditions and proposed improvements.
3. Once the final DPS development plan and associated site improvements have been approved by all parties/stakeholders, a set of Preliminary (30%), Pre-Final (75%) and Final (90% and 100%) set of design documents will be prepared. Our fee includes the design of all driving aisles, driveways, and surface parking lots as determined by the proposed phasing budgetary requirements of the project. QEC will prepare a detailed grading and drainage plan of the site to make sure proper drainage is achieved throughout. This may include new on-site retention/detention basins and/or expansion/modifications of existing stormwater facilities. **QEC has not made any provisions for a Horizontal Control/Dimension Control Plan. DPS shall provide the site development plan in AutoCAD format. QEC will provide an additional services proposal for any modifications and/or re-creation of site plan linework or dimension control plan should this be necessary.** Preliminary design shall be reviewed by DPS, City of El Paso and facility user(s). Once the Preliminary Design of the proposed site improvements has been approved by all parties, Pre-Final and Final Design Documents will be prepared. The final grading and drainage plan/scheme will closely follow the existing drainage flow patterns of the development. **Our fee does NOT include a separate Master Grading Plan, Earthworks Package or Rough Grading Package. Should these services be required by the DPS or the City of El Paso, it will be billed on an hourly and reimbursable basis, in accordance with Attachment No. 1 or on a lump sum fee agreed upon by both parties, in writing, before any work begins.**
4. Our fee does **NOT** include a Traffic Impact Analyses or Traffic Study. QEC will, however, perform the necessary vehicle turning movements throughout the site to make sure that all vehicles that utilize the site can maintain proper movements within the facility. Our fee does NOT include a Pedestrian and Traffic Control Plan.
5. Prepare a Selective Demolition Plan for each submittal of site civil related items including asphaltic pavement, curbing, sidewalks, flumes, swales, miscellaneous sitework items, etc. This does not include the demolition of buildings or other architectural related features or items.
6. Prepare Standard Details and Typical Sections and refine for each submittal (30%, 75%, 90% and 100%).
7. Prepare Standard Drainage Details and design the on-site stormwater conveyance systems (surface or subsurface) for the anticipated runoff. This includes the design of new on-site retention/detention impoundments/harvesting areas for stormwater runoff and/or the expansion/modification or relocation of existing stormwater facilities (if necessary) to make sure positive drainage is achieved throughout. (QEC will ensure positive drainage in all directions away from existing building structures.)

*El Paso Police Department – Mission Valley Regional Command Center**July 18, 2025**(Revised July 30, 2025)**Page 3 of 12*

8. Our fee proposal includes the design of ADA accessible walks, drives and parking based on the Site Development Plan and Dimension Control Plan prepared by DPS.
9. Our fee includes coordination and meetings with City of El Paso, facility user(s), City of El Paso Land Development Division, DPS, El Paso Water, and the Design Team to coordinate reviews and obtain the appropriate approvals of the final grading and drainage plan/scheme.
10. Our fee proposal does **NOT** include the relocation, adjustment, replacement, and/or removal of any irrigation systems and associated appurtenances within the subject area to be disturbed and based on the Construction Documents prepared by QEC. These services shall be provided by the project's Landscape Architect and Licensed Irrigator (if required).
11. Our fee will **NOT** include the design of site structural retaining walls, vaults or structural mechanical yard slabs/pads. Structural retaining walls and/or pads are to be designed by the appropriate engineering discipline or Project Licensed Structural Engineer.
12. Water and Fire Protection **Service Utility Plans and Associated Details** to five feet outside the building are **NOT** included in our Fee Proposal. QEC will also not be responsible for the coordination and/or design of the mechanical (including natural gas systems coordination, planning and design) or electrical utilities. Additionally, our fee does **NOT** include the relocation of backflow preventers, fire hydrants, vaults, manholes; the design of distribution and collection mains, other than what is required for the proposed improvements. Analyses/Design of sewer lift stations or pump station design are **NOT** included. These services shall be provided by the appropriate engineering discipline(s). Should these services be required by QEC, it will be billed on an hourly and reimbursable basis, in accordance with *Attachment No. 1* or a lump sum, Not-To-Exceed fee agreed upon by both parties in writing.
13. Prepare a Stormwater Pollution Prevention Plan and associated SWPPP Specifications for each submittal (30% 75%, 90% and 100%).
14. Prepare written Technical Specifications for the Civil portion of the Work and refine for each submittal.
15. Perform all engineering work and prepare drawings in accordance with the City of El Paso Design Standards, TxDOT standards and requirements, and El Paso Water standard details, specifications, and requirements.
16. Submit the final civil drawings to the DPS, City of El Paso, and El Paso Water, for review and approval, and address any City, architectural, and El Paso Water comments.
17. Provide DPS with an electronic copy in PDF format and one (1) set of final reproducible documents for the Project.
18. Services also include attending meetings and providing coordination with the DPS, El Paso Water, City of El Paso, utility companies, Design Team, and any other entities/parties affected by the proposed improvements. Out of town meetings or trips will be considered additional services and billed on an hourly and reimbursable basis in accordance with *Attachment No. 1*.

Item D: LIMITED BIDDING and CONSTRUCTION PHASE SERVICES (Time and Materials, Not to Exceed Basis):

1. QEC will participate in the Pre-Bid and Pre-Construction Conferences as requested by DPS and/or City of El Paso.
2. QEC will review and respond to all civil design related Requests for Information (RFIs).
3. QEC will assist in preparing addenda and provide recommendations or answer any questions that the Contractor may have. We will also include shop drawing and submittal review for all civil related components.
4. Two project site visits per month are included in our Item "D" services to observe and document the progress and nature of the Work. QEC will prepare field reports and submit them to the Client monthly. QEC will make sure that the proposed improvements are constructed in general conformance with the approved Project documents and in accordance with the governmental agencies or entities having jurisdiction over this Project. Services of a full-time Resident Project

Representative (RPR) are **NOT** included in our fee proposal but can be provided if authorized in writing by DPS or City of El Paso. If these services are required, they will be billed on an hourly and reimbursable basis, in accordance with *Attachment No. 1*.

5. Pre-final and Final Punch List Field Observations for the Civil portion of the Work will be included in our Basic Services.
6. RECORD DRAWINGS reflecting “As-Built” information based on Contractor supplied information will be included as part of our Basic Services. Certified “RECORD DRAWINGS” of all civil related items shall be prepared. Surveying Services necessary to obtain “As-Built” information is NOT included in our fee. QEC will prepare a Permit Closeout Letter that all civil related items were constructed in General Conformance with the Civil plans and specifications, if and only if, QEC is contracted to perform Item D4 as stated herein.
7. Attend miscellaneous meetings as may be required by DPS, City of El Paso, and El Paso Water.

Items E – WASTEWATER DESIGN AND LIMITED BIDDING/CONSTRUCTION PHASE SERVICES (by Subconsultant):

1. Coordination with the Project Architect, Landscape Architect and MEP Engineer for this work.
2. Site **Wastewater Service Utility Plans and Associated Details** for the site are included in our Fee Proposal. **However, QEC will NOT be responsible for the planning or design of thermal utilities including trench details, plan & profiles and associated appurtenances.** This work shall be performed by the appropriate engineering discipline. Additionally, QEC will **NOT** be responsible for the coordination and/or design of the mechanical, natural gas or electrical utilities or analysis and design of sewer lift stations or pump stations. Should these services be required by QEC, it will be billed on an hourly and reimbursable basis, in accordance with our hourly rate and expense sheet or a lump sum, Not-To-Exceed fee agreed upon by both parties in writing, prior to initiating any work.
3. Provide Construction Plans and Technical Specifications for Bid Packages.
4. Our subconsultant will review and respond to wastewater service design related Requests for Information (RFIs).
5. Our subconsultant will assist in preparing addenda and provide recommendations or answer any questions that the Contractor may have. We will also include shop drawing and submittal review for all wastewater service related components.
6. Semi-monthly project site visits to observe and document the progress and nature of the civil Work are included. QEC will make sure that the proposed site wastewater related improvements are constructed in general conformance with the approved Project Documents and in accordance with the governmental agencies or entities having jurisdiction over this Project. Services of a full-time Resident Project Representative (RPR) are **NOT** included in our fee proposal but can be provided if authorized in writing by DPS Architects, El Paso Police Department, and/or the City of El Paso. If these services are required, they will be billed on an hourly and reimbursable basis, in accordance with *Attachment No. 1*.
7. Pre-final and Final Punch List Field Observations for this work will be included in our Basic Services. Final Construction inspection for this work is included in this fee proposal.
8. RECORD DRAWINGS reflecting “As-Built” information based on Contractor supplied information will be included as part of our Basic Services. Certified “RECORD

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DRAWINGS” of all water, fire and wastewater related items shall be prepared. Surveying Services necessary to obtain “As-Built” information are **NOT** included in our fee.

9. Attend miscellaneous meetings and coordination as may be required by DPS, El Paso Police Department, El Paso Water, City of El Paso, utility companies, Contractor, Project Surveyor, Design Team, and/or other parties/entities involved with the proposed site improvements.

The fees do not cover any processing, permitting or review fees that may be required from the utility companies, City of El Paso and/or any other agencies having jurisdiction, including RAS and TDLR.

PROFESSIONAL FEES: We agree to perform the above Scope-of-Services for the fees listed below. Please keep in mind that our fees shall not be adjusted based on percentage of construction costs or bid procurement method. Our fees include coordination meetings with the City of El Paso, DPS, El Paso Water, Project Surveyor, and all parties, agencies, and/or entities affected by the proposed improvements.

<u>Item Description</u>	<u>Fees</u>
Item A: Professional Surveying Services (<i>by subconsultant</i>)	
Priority 1- ADA Compliant Paths:	\$5,750.00
Priority 2- Address tripping hazard, laydown area, replace grass/landscape:	\$6,900.00
Alternate 1: Replace overflow gravel parking with HMAC :	\$4,025.00
Alternate 2: Remove and replace pavement structure at parking areas:	\$14,950.00
Item B: Programming Phase:	\$2,670.00
Item C: Site Civil Design Phase Services:	
Priority 1- ADA Compliant Paths and Priority 2 - Address tripping hazard, laydown area, replace grass/landscape:	\$21,505.00
Alternate 1: Replace Overflow gravel, parking w/HMAC:	\$4,780.00
Alternate 2: Remove and replace pavement structure at parking areas:	\$5,700.00
Item D.1: Bidding and Permitting Phase Services-(<i>Time and Materials, Not to Exceed</i>):	\$2,515.00
Item D.2: Construction Administration Phase Services-(<i>Time and Materials, Not to Exceed</i>):	\$5,160.00
Item D.3: Close-out(<i>Time and Materials, Not to Exceed</i>):	\$1,210.00
Item E.1: Wastewater Service Design Phase	\$8,075.00
Item E.1: Wastewater Service Limited Bidding Phase Services.....	\$310.00
Wastewater Service Limited Construction Phase Services	\$1,370.00

QEC will not be responsible for fees associated with ADA reviews by the Design Team’s Registered Accessibility Specialist.

REPROGRAPHIC EXPENSES: ENGINEER is responsible for all reprographic expenses associated with submittals for securing approvals from the City of El Paso, El Paso Water, and/or any

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other entity/agency affected by the proposed improvements. CLIENT shall pay for all other reprographic expenses.

ITEMS PROVIDED by CLIENT: We understand that CLIENT is responsible for providing us with the following items:

- 1) An electronic copy of the final approved architectural site development plan of the proposed new site improvements by the Project Architect.
- 2) An electronic copy of the approved landscape architectural site development plan of the proposed site improvements.
- 3) A current soils investigation report for the site prepared by a licensed Professional Engineer. This report shall be suitable for Civil design purposes and shall include, at a minimum, soil borings, soil classifications, earthwork recommendations, subgrade preparation and compaction requirements, and concrete/asphalt pavement section recommendations. If on-site ponding or harvesting areas are required for stormwater management, the soils investigation shall also include percolation test(s) for the proposed ponding or harvesting area(s) as required by the City of El Paso, and/or El Paso Water – Stormwater Division. Percolation tests shall be performed at 5 feet below the invert of each pond/harvesting area.
- 4) Any additional soils investigations as may be required by the City of El Paso, El Paso Water, or other agencies; construction materials testing services; and/or any filing, permit, or application fees.
- 5) QEC does not provide environmental design or consulting services. CLIENT is solely responsible for determining the need for and selecting and contracting any specialized consultants as may be required for any environmental studies and/or remediation efforts in connection with the Project.

note: All drawings provided by CLIENT shall be furnished to us on diskette in a file format compatible with AutoCAD 2024.

EXCLUSIONS: Unless specifically listed above, our professional services do NOT include plan checking processing fees associated with planning, engineering, ADA, RAS, or utility services; alley, Right-of-Way or street vacations; professional surveying services; other than what is included in Item "A" herein; LEED certification/LEED assessments, calculations or submittals; separate Master Grading Plans or Rough Grading Package/Earthworks Package; platting or re-platting of property; rezoning of property; site development plan/horizontal control plan of the regional command center, parking lots, drives and associated site improvements (by Project Architect); site masterplans; FEMA analyses, studies or coordination; drainage reports; structural design including illumination pole foundations, mechanical equipment concrete pads or site retaining walls; environmental or geotechnical engineering services; concrete or asphalt pavement analysis or design (by Geotechnical Engineer); construction staking; building demolition plans; traffic impact studies/analyses, Traffic Impact analyses or traffic engineering services; traffic signal design; planning/design/coordination of mechanical or electrical engineering services; natural gas systems planning, analyses, design or coordination; asbestos survey/abatement; planning or design of deceleration and/or acceleration lanes; off-site drainage studies or analyses; landscape and irrigation plans; site MEP plans and associated details including natural gas systems; extensions for off-site water, fire protection or wastewater analyses or design, Water/Wastewater Masterplan analyses or design; bidding or construction phase services other than what has been included in Item "D" herein; construction management; services of a full time resident project representative (RPR) during construction; out of town trips and/or any other services not explicitly stated to be provided by this proposal.

INDEMNIFICATION: To the extent of available coverage under QEC's insurance coverage, QEC shall indemnify and save harmless (but not defend) Client against any, and all loss, liability and damages arising out of any claim, suit, or legal proceeding to recover damages for wrongful death, bodily injury,

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illness or disease, or injury to, or destruction of property to the extent caused by the negligent errors or omissions or willful misconduct of QEC, its subcontractors, agents or employees. Client shall indemnify and save harmless QEC from and against any and all loss, liability and damage arising out of any claim, suit, or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property, to the extent caused by or attributable to:

1. The negligent errors or omissions or willful misconduct of Client, its contractors, subcontractors, agents, or employees.
2. Any hazardous substance, condition, element or material, or any combination of the foregoing, produced by Client, or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed, or specifically required by Client to be used or incorporated by QEC into the work to be performed by QEC. QEC shall not be under any duty or obligation to investigate for the existence of such conditions and shall not be responsible for any failure to discover such conditions.
3. Failure of Client to provide information or services required to be provided by Client under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.
4. Any claim asserted by an individual Homeowner or a Homeowner's Association formed for or associated with this project or any portion of this project, except to the extent caused by the negligence of QEC, its subcontractors, agents, or employees. Client's obligation to indemnify QEC under this Clause shall include (without limitation) reimbursement to QEC for all reasonable costs incurred in the defense of such claims, including attorney's fees incurred in connection with any appeal of a legal action, and all reasonable settlement costs, unless QEC is found to be negligent with respect to such claim under the dispute resolution procedures agreed to in this Agreement, upon which finding Client shall have no duty to reimburse QEC for any such damages or costs which are attributable to QEC's negligence.

CONFIDENTIALITY: QEC will use its best efforts and will take reasonable precautions to protect and maintain the confidentiality of any information supplied by Client during the course of this Agreement and which is identified in writing by Client as being confidential information except to the extent that disclosure of such information to third parties is necessary in the performance of QEC's services. This clause shall not apply to any information which is in the public domain, or which was acquired by QEC prior to the execution of this Agreement or obtained from third parties under no obligation to Client.

RIGHT TO SUSPEND SERVICES: QEC shall have the right to suspend services on this project if (a) Client fails to make payments when due or otherwise is in breach of this Agreement; or (b) the parties have not executed a written contract for QEC's services and unpaid invoices have been rendered with an aggregate balance exceeding \$2,500.00. If the project is suspended by the Client for more than thirty (30) consecutive days, QEC shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, QEC's compensation shall be equitably adjusted upon mutual agreement to provide for expenses incurred in the interruption and resumption of QEC's services.

AUTHORIZATION TO PROCEED: If QEC is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

DOCUMENTS FURNISHED IN ELECTRONIC MEDIA: Drawings and data provided to QEC in digital format must be in a form acceptable to QEC. Drawing files shall be in AutoCAD *.dwg format version 2009 or higher, or a QEC approved alternative. All files must be created with a legal

license. As restricted by copyright law, QEC cannot accept any *.dwg or other file generated under an educational AutoCAD software license. Instruments of professional service provided by QEC in electronic media form, once released by QEC, may be subject to inaccuracies, anomalies, and errors due to electronic translation, formatting, or interpretation. QEC is not responsible for errors and omissions because of these conditions or for those resulting from conversion, modification, misinterpretation, misuse or by others after electronic media is released by QEC.

ADDITIONAL SERVICES: We may also furnish any ADDITIONAL SERVICES as you may request and authorize in writing. If significant revisions to the Civil Construction Documents are required due to changes to the final site development plan by DPS, City of El Paso, design consultant for the new El Paso Public Safety Campus, or others associated with the development of the site plan, these revisions will be considered ADDITIONAL SERVICES. ALL ADDITIONAL SERVICES will be charged in accordance with *Attachment No. 1*.

REIMBURSABLE EXPENSES: REIMBURSABLE EXPENSES, including the tax on boundary surveys, incurred in connection with ADDITIONAL SERVICES will be charged on the basis of actual cost plus 15-percent.

BILLING: Invoices will be issued monthly for work completed through the date shown on the invoice. Invoices are due and payable upon receipt. Invoices not paid within thirty (30) days of the invoice date, shall accrue interest at a rate of 1-1/2% per month from the due date of the invoice and continue until outstanding balances have been paid. Questionable charges or errors on an invoice shall be brought to the attention of QEC within fourteen (14) days of the invoice date, or it will be presumed that the charges were correct as invoiced. Disputed charges will be reconciled in a timely fashion and a revised invoice will be issued, if necessary. The revised invoice will be due and payable upon receipt. QEC may require a mobilization fee or retainer prior to the commencement of work. The mobilization fee or retainer will be applied to project charges as they are incurred and invoiced. QEC reserves the right to renegotiate fee schedule rates annually for open-end hourly rate and time and materials contracts that continue for longer than one (1) year. QEC requires payment of invoices for services in accordance with this policy in order to continue the work.

FAILURE TO PAY: Failure of the Client to make payments to QEC in accordance with this Contract shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment to QEC within thirty (30) days of a properly documented invoice, for services properly performed, QEC may, upon fourteen (14) days written notice to the Client, suspend performance of services under this Contract. Unless QEC receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, QEC shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. The CFO will inform all project managers when the client's account is current, at which time work will resume on the project(s). Alternatively, the client may request arrangements for payment on the account and, upon approval of the CFO, authorization to proceed with work on those projects will be issued. **Where engineering services have been performed on private property, a Mechanic's Lien may be placed on the land when any invoice, or portion of an invoice, remains unpaid for 60 days. That lien will be released upon receipt of full payment of outstanding amounts.**

PROGRESS AND PERFORMANCE: The provisions of this Contract and the compensation to QEC have been agreed to in anticipation of continuous and orderly progress through the completion of QEC's services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which QEC has no control. If QEC's services are suspended or delayed, the times of performance shall be extended to the extent such delay or suspension. A delay or suspension shall not terminate this Contract unless QEC elects to terminate in accordance with this Contract. If a delay

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or suspension extends for a period of greater than one year for reasons beyond the control of QEC, the fees and rates of compensation set forth in this Contract shall be subject to renegotiating.

PERIOD OF OFFER: Any proposal by QEC to provide services must be accepted within sixty (60) days of the proposal. This sixty (60) day period may only be extended by mutual written agreement of both QEC and the Client. QEC shall have the option of canceling a proposal from QEC at any time prior to the original proposal. In the event the Client accepts a proposal from QEC, by executing and delivering either the signed original or copy to QEC, the signed proposal and the attachments expressly incorporated therein by reference shall constitute the entire Agreement between the parties for the Scope of Services to be performed (the “Project”). If the Client requests that QEC begin work, prior to the Client’s execution of the proposal, and QEC performs work in accordance with the proposal, the proposal and these terms and conditions shall constitute the Agreement between the Client and QEC even if the Client fails to return an executed proposal to QEC.

SCOPE OF SERVICES: QEC shall only be obligated to perform those services expressly described in this Agreement. Unless expressly provided for herein, QEC has in no event any obligation or responsibility for:

1. The correctness and completeness of any document which was prepared by another entity.
2. The correctness and completeness of any drawing prepared by QEC, unless it was properly sealed by a professional on behalf of QEC.
3. Favorable or timely comment or action by any government entity on the submission of any construction documents, land use or feasibility studies, petitions of exceptions of waivers, or other requests or documents of any nature whatsoever.
4. Taking into account off-site circumstances other than those clearly visible and actually known to QEC from on-site work.
5. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
6. The correctness of any geotechnical services performed by others, whether or not subcontractors to QEC.
7. The accuracy of earthwork estimates and quantity take-off(s), or the balance of earthwork cut and fill.

Should shop drawing review and/or approval be incorporated into the Scope of Services, QEC shall pass upon the shop drawings with reasonable promptness. Checking and/or approval of shop drawings will be general, for conformance with the design concept of the Project and compliance with the information given in the Contract Documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual held or field conditions. Approval shall not be considered as permitting of any departure from contract requirements nor as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist.

CLIENT’S ORAL DECISIONS: The Client, or any of the Client’s directors, officers, partners, members, managers, employees or agents having apparent authority from the Client, may orally: (a) make decisions relating to QEC services of the Agreement; (b) request a change in the Scope of Services by QEC under the Agreement; or (c) request the performance by QEC of additional services under the Agreement; provided, however, that QEC shall have the option to require that the Client submit such decision or request in writing before such decision or request will be deemed to have been effectively made. The Client may from time to time, and at any time, limit the authority of any persons to act orally on the Client’s behalf under this Paragraph, by providing advanced written notice to QEC.

OWNERSHIP OF INSTRUMENTS OF SERVICE: All calculations, drawings, reports, plans, specifications, computer files, field data, notes, and other documents, prepared by QEC under this

Agreement, are instruments of QEC's services for use solely with respect to the Project, and, unless otherwise provided, shall remain all common law, statutory and other rights reserved, including the copyright thereto. The Client shall be permitted to retain copies, including reproducible copies of said instruments of service for information and reference in connection with the Project. QEC's calculations, drawings, reports, plans, specifications, computer files, field data, notes or other documents shall not be used by the Client for other projects or for the completion of this Project by other professionals, unless the Client makes an agreement for such, satisfactory to QEC. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with QEC's reserved rights.

FEES AND COMPENSATION: In the event the Client requests QEC to perform services not specifically described in this Agreement, the Client agrees to compensate QEC for such services in accordance with the hourly rates as set forth on *Attachment No. 1* of this Agreement, or in any subsequently effective schedule unless a written agreement has been signed by both parties indicating the fee basis of such additional changes. In the event that no rate of compensation is set forth on *Attachment No. 1*, or through written agreement, QEC shall be compensated for such services at QEC's then current hourly rates. Hourly rates are subject to periodic revision at the discretion of QEC.

OPINIONS OF PROBABLE COST: Since QEC has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor(s) methods of determining prices, competitive bidding or market conditions, QEC's opinions of probable construction costs and project cost provided for herein are to be made on the basis of QEC's experience and qualifications and represent QEC's best judgment as experienced and qualified professionals, familiar with the construction industry. QEC makes no warranty, expressed, or implied, that the bids or the negotiated cost of the work will not vary from QEC's opinion of probable project or construction cost.

RECORD DRAWINGS: QEC's scope of services is limited. To the extent that QEC is observing construction work, we are doing so on a periodic or occasional observation basis and looking for general conformance to the Contract Documents. QEC's scope of service does not include having full-time Inspector's on the site every day observing every detail of the execution of the project, nor do our services include supervising the Contractor's work to assure compliance with the plans and specifications. QEC can only realistically observe whether the Contractor is in general conformance with the Plans and Specifications. **Therefore, QEC will ONLY certify that, to the best of our knowledge, information and belief, the project was constructed in general conformance with the design concept of the Contract Documents.** QEC will prepare a Permit Closeout Letter that all civil related items were constructed in general conformance with the Civil plans and specifications. The Letter will be provided if, and only if, QEC is retained to provide Construction Phase Services to observe and document if improvements are constructed in general conformance with the approved Project Documents (as per the frequency outlined herein).

HAZARDOUS MATERIALS: As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to, asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both parties acknowledge that QEC's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event QEC or any other party encounters any hazardous or toxic materials, or should it become known to QEC that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of QEC's services, QEC may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify

and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

WAIVER OF CLAIMS FOR HAZARDOUS MATERIALS: In consideration of the substantial risks to QEC in rendering its services in connection with the Project due to the presence or suspected presence of hazardous materials at or near the jobsite, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause or causes of action of any kind, including but not limited to negligence, breach of contract or warranty, either expressed or implied strict liability or any other causes, against QEC, its officers, directors, partners, employees or subconsultants, which may arise out of or may in any way be connected to the presence of such hazardous materials. The Client acknowledges that QEC is not and shall not be required to be in any way an “arranger,” “generator,” “operator,” or “transporter” of hazardous materials present at or near the Project site, as these terms are defined in applicable Federal or State statutes.

TERMINATION: Either party may terminate the Agreement in the event of a material breach by the other party. Client shall immediately pay QEC for all services rendered and expenses incurred through the termination date, including fees and expenses incurred by QEC as a result of the termination.

PAYMENT OF OTHER PROFESSIONALS: In the event this Agreement includes continuation of work begun by other Architects, Engineers, Planners, Surveyors, or professionals, QEC may suspend QEC services until Client makes arrangements satisfactorily to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by QEC to be reasonable, QEC may at its sole discretion terminate this Agreement.

ASSIGNMENT AND THIRD-PARTY BENEFICIARIES: Neither QEC nor the Client shall transfer, sublet, or assign any rights under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by QEC shall not be considered an assignment for the purposes of this Agreement.

DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and QEC agree that all disputes between them arising out of, or relating to, this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

TEXAS LAW TO APPLY: This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas.

LEGAL CONSTRUCTION: In case any part or provision contained in this contract shall, for any reason, be held to be invalid, illegal, or unenforceable by a court in any respect, such invalidity, illegality, or unenforceability shall not destroy this contract, and this contract shall be construed and enforced as if the offending part or provision were not a part of this agreement.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

July 21, 2025
August 4, 2025
September 3, 2025 - REVISED

Jesus Palma
Civil Engineer Associate
City of El Paso – Capital Improvement Department
City 2 – 218 N. Campbell, 2nd Floor
El Paso, TX 79901

**Re: Solicitation #2025-0450R Architect and Engineering Services
for the El Paso Police Department Mission Valley Regional Command Center**

Dear Mr. Palma:

Thank you for the opportunity to submit this fee proposal to provide architectural and engineering services for the El Paso Police Department Mission Valley Regional Command Center project. The following is a description of our understanding of the requirements for the design of this new facility based on RFQ #2025-0450R (*Exhibit A*) and our facility walk through with the City and Dekker's consultants on July 8, 2025.

PROJECT UNDERSTANDING AND SCOPE OF WORK:

Dekker understands the project involves tenant improvements to the El Paso Police Department's Mission Valley Regional Command Center, located at 9011 Escobar Drive. We understand that the Police Department will vacate the facility for the duration of construction and design for phasing is not required. The existing facility is a 24,051 square-foot building and requires design for renovations as described in the project RFQ:

- **Architectural and Code Compliance Assessment:** Evaluate architectural elements and the building's compliance with the International Building Code (IBC) and the Texas Administrative Code (TAC)
- **ADA Compliance Assessment and Redesign:** Assess and redesign 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:** Assess and design the force protection system, including a secondary exit for secured parking, bulletproof glazing and doors for the front entrance lobby.
- **MEP Systems and Assessment and Design:** Assess and design the existing mechanical, electrical, and plumbing (MEP) systems, ensuring emergency backup for lighting and electrical outlets, replacing non-functional emergency exit signs, damaged lighting fixtures, HVAC systems, ductwork, fire lines, water heater redundancy, plumbing fixtures as necessary, and any other concerns identified. Any components identified for replacement must be compatible with existing systems.
- **Fire Systems Assessment and Design:** Evaluate and design updates to fire systems to meet current codes and industry standards, including fire alarms, sprinkler systems, fire extinguishers, and emergency exits. Identify deficiencies and non-compliance issues.
- **Building Structure Assessment and Design:** Address exterior and interior structural concerns, including but not limited to roof assessment, leaks, damaged ceiling tiles, p-lam on counters and cabinets, install card readers for door access, damaged paint, missing wall bases and moldings, non-functional exhaust systems, unnecessary windows, and the condition of windows and doors.
- **Exterior Concerns Assessment:** Assess and design solutions for exterior concerns, including creating a new accessible route from Escobar Drive, repairing or replacing damaged or missing sidewalks, ADA ramps, and pavement striping.
- **Coordination** with effective facility stakeholders to include Information Technology, Facility Maintenance, Environmental and Police Department to evaluate needs and solutions.

We further understand from our site visit the following:

- The roof has multiple areas of ongoing leaks and requires replacement.
- New mechanical units and hot water heaters were installed about a year ago and will remain. Test and balancing is needed for system.
- Facility layout is to remain, no modifications anticipated at this time.
- Renovations are currently in progress at the locker room restrooms. No new work will be required at this location.

SCOPE OF SERVICES:

Dekker will provide as Basic Services and Supplemental Services, planning and design services as required under Section II of *Exhibit A* – RFQ Solicitation #2025-0450R inclusive of all consultants listed under Section III to complete design for the renovations of the Mission Valley Regional Command Center. These services will include Programming, Schematic Design, Design Development, Construction Documents, Bidding & Negotiation, and Contract Administration. Dekker will attend City Design Review meetings in-person after 30%, 60%, and 90% deliverable phases.

We will submit stamped Construction Documents for permitting to the City's One-Stop Shop and respond to all comments required to secure a building permit for the project.

During construction phase we will provide all required services outlined under Section II, Paragraph 1.16 of *Exhibit A* – RFQ Solicitation #2025-0450R. We anticipate attending weekly construction meetings on-site.

CONSULTANTS

The following consultants are included in this proposal:

1. Public Safety Consulting Architects: SCHRADER GROUP
2. Interior Design: Dekker
3. Structural Engineering: Dekker
4. Civil Engineering: Quantum Engineering Consulting, Inc.
5. Communications (IT / AV / Security and Surveillance): DBR Engineering Consultants, Inc.
6. MEP Engineering: DBR Engineering Consultants, Inc.
7. Cost Estimating: CRM Cost Consulting, Inc.
8. Registered Accessibility Specialist: RASADAZZLE, LLC
9. Site Survey: Precision Land Surveyors

COMPENSATION

	Lump Sum
Basic Design Services – Programming thru CD Phases (Fixed Fee)*	\$ 365,541
Basic Services – Time and Materials BN through CA (T&M)*	\$ 101,583
Supplemental Design Services – Programming thru CD Phases (Fixed Fee)**	\$ 33,278
Supplemental Services – Time and Materials BN through CA (T&M)**	\$ 8,268
Supplemental Engineering Services – Site Survey***	\$ 14,950
Alt Civil Design Services****	\$ 10,480
Subtotal	\$ 534,099
Reimbursable Expenses*****	\$ 30,000 Not-to-Exceed
Grand Total	\$ 564,099

*Basic Services include: architecture, interior design, structural, mechanical, electrical, plumbing and civil engineering

**Supplemental Design Services include telecommunications design, Registered Accessibility Specialist, and cost estimating.

***Supplemental Engineering Services include Site Survey at areas indicated on site plan as shown on *Exhibit B*, Page 13.

****Alternate Civil Design Services for the design of new paved area and replacement/repair of existing paved surfaces.

*****Reimbursable expenses are additional to the fee quoted above and will be billed at cost (no mark-up). Reimbursable expenses include:

- Travel, lodging, and associated meal expenses for specialty design consultants
- Document printing for client reviews and presentations and shipping costs
- Permit review fees - if permit review fees cause total reimbursable expenses to be in excess of amount shown above, reimbursable expense amount is subject to increase

BREAKDOWN OF FEE PER PHASE

	Phase Fee
Phase 1: Programming Phase -	\$ 55,100
Site Survey	\$ 14,950
Phase 2: 30% Schematic Design Phase -	\$ 97,137
Phase 3: 60% Design Development Phase -	\$ 110,706
Phase 4: 90% Pre-Construction Documents Phase -	\$ 99,196
Phase 5: 100% Construction Documents Phase -	\$ 36,680
Phase 6: Bidding, Permitting (T&M) -	\$ 14,488
Phase 7: Contract Administration (T&M) -	\$ 81,618
Phase 8: Closeout (T&M) -	\$ 13,745
Alternate 1 & 2 Civil Design Services -	\$ 10,480
Total: 100% -	\$ 534,099

OVERALL PROJECT SCHEDULE

Based on the schedule provided in *Exhibit A – RFQ Solicitation #2025-0450R*, we anticipate a design schedule as follows:

Notice-to-Proceed.....TBD

Building Assessment Phase..... (35 calendar days)

City Review..... (14 calendar days)

30% Preliminary Design Phase..... (60 calendar days)

City Review..... (14 calendar days)

60% Pre-Final Design Phase..... (60 calendar days)

City Review..... (14 calendar days)

90% Final Design Phase..... (45 calendar days)

City Review..... (14 calendar days)

100% Bid Phase..... (14 calendar days)

City Review..... (14 calendar days)

Bidding and Negotiation.....(To Be Determined)

ASSUMPTIONS

- All asbestos abatement and removal of asbestos containing materials (ACM) will be completed by the City outside of this contract
- 3rd Party Building Systems Commissioning to be contracted directly by the City of El Paso. Dekker can assist in procuring these services, if needed.
- The City does not intend to pursue any sustainable program certifications for the project such as LEED, Green Globes, or others.
- Cost estimates will be provided at the conclusion of each design phase. Design modifications will be performed as required to keep project within available construction budget.
- Time & Materials (T&M) amounts based on assumptions of 8 weeks for Bidding Phase, 48 weeks for Contract Administration Phase, and 4 weeks for Closeout Phase. If phase durations extend beyond the allotted periods, additional fee for time may be required.

EXCLUSIONS

- Environmental assessments and documentation for requirements of removal of hazardous materials prior to new renovation and construction activities.
- Fixture, Furniture, and Equipment specification – existing furniture is to be reused
- Resident Project Representative (RPR) services
- Traffic Impact Analysis and traffic engineering services
- Traffic signal design
- Pedestrian and traffic control plan
- Platting or re-platting of property
- Re-zoning of property
- On & Off-site utility design, with the exception of sanitary system replacement, if required
- Off-site drainage studies
- Horizontal control plan
- Environmental reports
- Permitting fees beyond the reimbursable limits above
- Commissioning of Building Systems
- Site and building wayfinding signage beyond code required signage
- Development of exhibits required for certification under any certification programs
- Modifications to existing landscape design or irrigation systems
- FEMA analyses or floodplain remapping services

We will invoice monthly based on our percentage of completion. Payments are due and payable thirty (30) days from the date of the invoice. All amounts unpaid one month after the invoice date shall accrue interest at a rate of 1.50% per month, but not to exceed the applicable maximum lawful interest rate in the jurisdiction in which the project is located.

We thank you for this opportunity to serve the City of El Paso on this exciting and important project. Please let us know if the terms of this proposal are acceptable. Should you have any questions or additional requests, please do not hesitate to contact me on my cell at 915.613.0650.

Sincerely,
DEKKER, LLC



Kurt Morton, AIA
Principal

Attachments: Exhibit A, Exhibit B, Exhibit C

) - MMk '00#

Basic Services

		Dekker	SchraderGroup	Quantum	DBR	CRM Cost Consulting	RASADAZZLE	Phase Totals	Phase Totals Basic Services + Supplemental Design Services
Programming Phase	5 Weeks	\$42,340	\$5,000	\$2,670	\$995			\$51,005	\$55,100
30% Schematic Design Phase	8 Weeks	\$69,460	\$5,000	\$5,700	\$9,815			\$89,975	\$97,137
60% Design Development Phase	8 Weeks	\$69,600	\$5,000	\$9,355	\$17,408			\$101,363	\$110,706
90% Pre-Construction Documents Phase	7 Weeks	\$64,480	\$5,000	\$4,705	\$15,393			\$89,578	\$99,196
100% Construction Documents	2 Weeks	\$19,480	\$0	\$1,745	\$12,395			\$33,620	\$36,680
Bidding & Permitting	8 Weeks	\$9,120	\$0	\$2,515	\$2,055			\$13,690	\$14,488
Construction Administration	70 Weeks	\$56,590	\$0	\$5,160	\$13,203			\$74,953	\$81,618
Closeout	4 Weeks	\$9,480	\$0	\$1,210	\$2,250			\$12,940	\$13,745
Consultant Totals		\$340,550	\$20,000	\$33,060	\$73,513			\$467,123	\$519,149

Supplemental Design Services

		Dekker	SchraderGroup	Quantum	DBR	M Cost Consult	RASADAZZLE	Phase Totals
Programming Phase	5 Weeks	\$0			\$245		\$3,850	\$4,095
30% Schematic Design Phase	9 Weeks	\$0		\$2,422	\$2,340	\$2,400		\$7,162
60% Design Development Phase	11 Weeks	\$0		\$2,423	\$3,720	\$3,200		\$9,343
90% Pre-Construction Documents Phase	11 Weeks	\$0		\$2,423	\$3,895	\$2,400	\$900	\$9,618
100% Construction Documents	2 Weeks	\$0		\$807	\$2,253			\$3,060
Bidding & Permitting	8 Weeks	\$0		\$310	\$488			\$798
Construction Administration	70 Weeks	\$0		\$1,370	\$3,420		\$1,875	\$6,665
Closeout	4 Weeks	\$0			\$805			\$805
Consultant Totals		\$0		\$9,755	\$17,166	\$8,000	\$6,625	\$41,546

Surveying Services

	Quantum (PLS - Surveyor)	Phase Totals
Priority 1	\$5,750	\$5,750
Priority 2	\$6,900	\$6,900
Alternate 1	\$4,025	\$4,025
Alternate 2	\$14,950	\$14,950

Alt Civil Design Services

Alternate 1	\$4,780	\$4,780
Alternate 2	\$5,700	\$5,700
Consultant Totals	\$10,480	\$10,480

Basic + Supplemental Design + Surveying Services	\$340,550	\$20,000	\$58,490	\$90,679	\$8,000	\$6,625	\$534,099
Reimbursable Expenses	\$20,000	\$10,000					\$30,000
Consultant Totals + Expenses	\$360,550	\$30,000	\$58,490	\$90,679	\$8,000	\$6,625	\$564,099

		DEKKER LLC		Billing Rate	Total Hours																	
Team Role		Assigned				Programming Phase					Phase Totals		30% Schematic Design Phase								Phase Totals	
						5 Weeks (35 Days)							8 Weeks (60 Days)									
				1 2 3 4 5							6 7 8 9 10 11 12 13											
Basic Services																						
Structural Team	Principal-In-Charge	Kurt Morton	\$220	84	\$18,480	4	4	4	4	4	20	\$4,400	2	2	2	2	2	2	4	4	20	\$4,400
	Project Manager	Franco Reyes	\$190	316	\$60,040	16	8	8	8	20	60	\$11,400	12	12	12	12	8	8	8	8	80	\$15,200
	Project Architect	Mark Paz	\$190	248	\$47,120	8	8	8	8	8	40	\$7,600	8	8	8	8	8	8	8	8	64	\$12,160
	Intern Architect I	Rebecca Martinez	\$75	1080	\$81,000	36	36	36	36	36	180	\$13,500	36	36	36	36	36	36	36	36	288	\$21,600
	Project Designer	David Mishler	\$190	8	\$1,520						0	\$0	1	1	1	1	1	1	1	1	8	\$1,520
	Construction Administrator	Mario Campos	\$120	0	\$0						0	\$0									0	\$0
				0	\$208,160						0	\$36,900									0	\$54,880
				0	\$278,210						0										0	
	Interior Principal	Megan Holubiak	\$220	40	\$8,800				1	1	2	\$440	1	1	1	1	1	1	1	4	11	\$2,420
	Interior Design	Becca Dominguez	\$100	232	\$23,200	2	2	2	2	2	10	\$1,000	8	8	8	8	8	8	8	8	64	\$6,400
				0	\$32,000						0	\$1,440									0	\$8,820
				0	\$34,900						0										0	
	Structural Engineer	Brian Barnes	\$240	45	\$10,800	2	2	2	2	2	10	\$2,400	1	1	1	1	1	1	1	1	8	\$1,920
	Structural Eng. Production	Cristopher Montalvo	\$160	90	\$14,400	2	2	2	2	2	10	\$1,600	2	2	2	2	4	4	4	4	24	\$3,840
					\$25,200							\$4,000										\$5,760
					\$27,440																	

[illegible]

Phase Totals	Closeout				Phase Totals	
	4 Weeks					
	87	88	89	90		
\$6,160	0	0	0	4	4	\$880
\$10,450	6	6	6	6	24	\$4,560
\$0					0	\$0
\$0					0	\$0
\$0					0	\$0
\$35,040	8	8	8	8	32	\$3,840
\$51,650					0	\$9,280
					0	
\$0					0	\$0
\$2,700	0	0	0	2	2	\$200
\$2,700					0	\$200
					0	
\$0					0	\$0
\$2,240					0	\$0
\$2,240						\$0
\$56,590						\$9,480

QUANTUM ENGINEERING		Hourly	
Principal In Charge	Robert Gonzales	\$300	1510.5
Engineering Manager/Project Manager	Wendy Arredondo	\$250	3530
Project Engineer	Brianna Lucero	\$175	4072
Junior Project Engineer	Irene Hermoso	\$165	1670
Resident Project Representative/Design Engineer	Jesus Rivera	\$165	1837
Senior CAD/Design Technician	Monica Flores	\$130	3170
CAD Design Technician	Josue Alba	\$110	6054
Administrative / Finance Associate	Belen Cuevas	\$110	896
Subtotal			\$33,060

Professional Surveying Services

Precision Land Surveyors

Priority 1	\$5,750
Priority 2	\$6,900
Alternate 1 - Overflow Parking Area	\$4,025
Alternate 2 - Survey of Entire Site	\$14,950

Professional Site Utility Design

360 Engineering

\$9,755

Professional Civil Engineering Design Services

Alternate 1 -Pave Overflow Gravel Parking Lot	\$4,780	\$4,780
Alternate 2 - Remove and replace pavement structure at all parking areas	\$5,700	\$5,700
Total Contract		\$43,540

5 Weeks (35 Days)							8 Weeks (60 Days)									11 Weeks												
1	2	3	4	5			6	7	8	9	10	11	12	13			14	15	16	17	18	19	20	21	22	23		
1					1	\$300								1	1	1	1		1									
	1			1	1	3	\$750	1		1				1	1	4	\$1,000	1		1				1		1		
	1	2	2	1		6	\$1,050		2	1		2	1			6	\$1,050					1	1	1	1	1		
			1			1	\$165			1						1	\$165						1	1	2			
				1		1	\$165	1						1	1	3	\$495	2								1		
			1			1	\$130	2				2	2		2	8	\$1,040		1	2	1	1	1	1	2	1		
						0	\$0		2	2	2	2	2	1		13	\$1,430	1	1		2	2	2	4	6	3		
				1		1	\$110		1					1		2	\$220					1						
						\$2,670											\$5,700											

[illegible]

70 Weeks																																		
59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90			

1

1

1

2 2

2

2

2

2

2

2



																											4 Weeks			
91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115			116	117	118	
																									1	2	\$600	2		
																									1	1	\$250			
																										2	\$350			
																										0	\$0			
																									2	24	\$3,960			
																										0	\$0			
																										0	\$0			
																										0	\$0			
																											\$5,160			

[illegible]

Team+B2+B1:B1:U28 DBR		Assigned	Billing Rate	Total Hours	Programming 5 Weeks (35 1 2 3		
Basic Services							
Partner	Edward Puentes		\$300	6.5	\$1,950	0.25	
Principal	Hugo Avila		\$270	13	\$3,510	0.5	0.5
Senior Project Manager	Ryan Miller		\$220	21.75	\$4,785	1	0.5
Design Director (M/E/P QC)	Justin Vollmer		\$220	39.25	\$8,635		
Designer II (M)	Cruz Quinones		\$150	94	\$14,100		
Designer II (E)	Roy Rios		\$150	94	\$14,100		
Designer II (P)	Cesar Roque		\$150	79.75	\$11,963		
Construction Administrator	William Lujan		\$150	78	\$11,700		
BIM Modeler	Jason Betancourt		\$105	14	\$1,470		
Business Administrative Assistance	Nikki Cavazos		\$100	13	\$1,300		
		Subtotal		453.25	\$73,513		
Supplemental Design Services							
Partner	Edward Puentes		\$300	2.25	\$675		
Principal	Hugo Avila		\$270	5.25	\$1,418	0.25	
Senior Project Manager	Ryan Miller		\$220	7.25	\$1,595	0.25	
Design Director (T QC)	Michael Quirl		\$220	7.75	\$1,705		
Designer II (T)	Gerardo Chavez		\$150	55.5	\$8,325		
Construction Administrator	William Lujan		\$160	15.75	\$2,520		
BIM Modelere	Jason Betancourt		\$105	5.5	\$578		
Business Administrative Assistance	Nikki Cavazos		\$100	3.5	\$350		
		Subtotal		102.75	\$17,165		
		Total Contract					

; Phase Days) 4 5	Phase Totals		30% Schematic Design Phase 8 Weeks (60 Days)								Phase Totals		60% Design Development Phase 8 Weeks (60 Days)						
			6	7	8	9	10	11	12	13			14	15	16	17	18	19	20
0.25	0.5	\$150	0.5				0.5			0.5	1.5	\$450	0.5		0.5		0.5		
0.5	1.5	\$405	0.5		0.25		0.25		0.25	0.5	1.75	\$473	0.75	0.25	0.5	0.25	0.5	0.25	0.25
0.5	2	\$440	0.5	0.25	0.25	0.25	0.25	0.25	0.25	0.5	2.5	\$550	0.75	0.5	0.5	0.5	0.5	0.75	0.5
	0	\$0						1.5	2	2.25	5.75	\$1,265						3	3.5
	0	\$0	0.25	0.25	0.5	0.75	1	1.5	2	8	14.25	\$2,138	2	2	4	4	4	4	4
	0	\$0	0.25	0.25	0.5	0.75	1	1.5	2	8	14.25	\$2,138	2	2	4	4	4	4	4
	0	\$0	0.25	0.25	0.25	0.5	1	1.5	2	6	11.75	\$1,763	2	2	3	3	3	3	4
	0	\$0									0	\$0							
	0	\$0	4	4							8	\$840	2						
	0	\$0	2								2	\$200	2						
	0	\$995									61.75	\$9,815							
		1.35%										13.35%							
	0	\$0								0.25	0.25	\$75			0.25				
0.25	0.5	\$135					0.25			0.25	0.5	\$135			0.25		0.25		
0.25	0.5	\$110					0.25			0.25	0.5	\$110			0.25		0.25		
	0	\$0						0.25	0.5	0.5	1.25	\$275						0.5	1
	0	\$0	0.25	0.25	0.5	0.5	1	2	2	2	8.5	\$1,275	2	2	2	2	2	2	2
	0	\$0									0	\$0							
	0	\$0	2	2							4	\$420	0.5						
	0	\$0	0.5								0.5	\$50	0.5						
	1	\$245									15.5	\$2,340							
		1.43%										13.63%							

	Phase Totals		90% Pre-Construction Documents 7 Weeks (45 Days)							Phase Totals		100% Construction Documents 2 Weeks		Phase Totals			
21			22	23	24	25	26	27	28			29	30			31	32
0.5	2	\$600				0.5			0.5	1	\$300	0.5	0.5	1	\$300		
0.5	3.25	\$878	0.25		0.25	0.5		0.25	0.5	1.75	\$473	0.75	0.75	1.5	\$405	0.25	
0.5	4.5	\$990	0.5	0.25	0.25	0.5	0.25	0.25	0.5	2.5	\$550	1	1	2	\$440	1	0.25
5	11.5	\$2,530						4	4	8	\$1,760	6	6	12	\$2,640	0.75	
4	28	\$4,200	2	4	4	4	4	5	6	29	\$4,350	8	10	18	\$2,700		1
4	28	\$4,200	2	4	4	4	4	5	6	29	\$4,350	8	10	18	\$2,700		1
4	24	\$3,600	2	2	2	4	4	4	4	22	\$3,300	8	10	18	\$2,700		1
	0	\$0								0	\$0			0	\$0		
	2	\$210	2							2	\$210	2		2	\$210		
	2	\$200							1	1	\$100	1	2	3	\$300		
	105.25	\$17,408 23.68%								96.25	\$15,393 20.94%			75.5	\$12,395 16.86%		
0.25	0.5	\$150		0.25					0.25	0.5	\$150		0.25	0.25	\$75		
0.25	0.75	\$203		0.25		0.25			0.25	0.75	\$203	0.5	0.5	1	\$270		
0.25	0.75	\$165		0.25		0.25			0.25	0.75	\$165	0.5	0.5	1	\$220	0.25	
1	2.5	\$550						0.5	0.75	1.25	\$275	0.75	1	1.75	\$385	0.25	
3	17	\$2,550	2	2	2	2	4	4	4	20	\$3,000	4	4	8	\$1,200		0.5
	0	\$0								0	\$0			0	\$0		
	0.5	\$53	0.5							0.5	\$53	0.5		0.5	\$53		
	0.5	\$50							0.5	0.5	\$50	0.25	0.25	0.5	\$50		
	22.5	\$3,720 21.67%								24.25	\$3,895 22.69%			13	\$2,253 13.12%		

Construction Administration 48 Weeks																							
53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76


								0.25										0.25					
		0.25						0.25				0.25						0.25					0.25
								0.25										0.25					
								0.25										0.25					
								0.25										0.25					
								0.25										0.25					
	2		2			2		4			2		2			2		4			2		2

								0.25										0.25					
								0.25										0.25					
								0.25										0.25					
								0.25										0.25					
	0.25		0.25			0.25		1			0.25		0.25			0.25		1			0.25		0.25

												Closeout 4 Weeks				Phase Totals		
77	78	79	80	81	82	83	84	85	86			87	88	89	90			
										0	\$0					0.5	0.5	\$150
										1.75	\$473					0.5	0.5	\$135
										4	\$880	0.25			0.5	0.75	\$165	
										1.25	\$275					0	\$0	
										3	\$450					0	\$0	
										3	\$450					0	\$0	
										2.5	\$375					0	\$0	
										68	\$10,200	2	2	2	4	10	\$1,500	
										0	\$0					0	\$0	
										1	\$100	1	1		1	3	\$300	
										84.5	\$13,203					14.75	\$2,250	
										0.25	\$75					0.5	0.5	\$150
										1.25	\$338					0.5	0.5	\$135
										2	\$440	0.25			0.5	0.75	\$165	
										0.75	\$165					0	\$0	
										0.75	\$113					0	\$0	
										14	\$2,240	0.25	0.25	0.25	1	1.75	\$280	
										0	\$0					0	\$0	
										0.5	\$50	0.25	0.25		0.25	0.75	\$75	

ENTIRE AGREEMENT: This fee proposal and letter agreement represents the entire understanding between QEC, and CLIENT and may only be modified in writing signed by both parties.

Sincerely,



Robert A. Gonzales, PE, CNU-A
President

RAG/wb

Attachments (3)

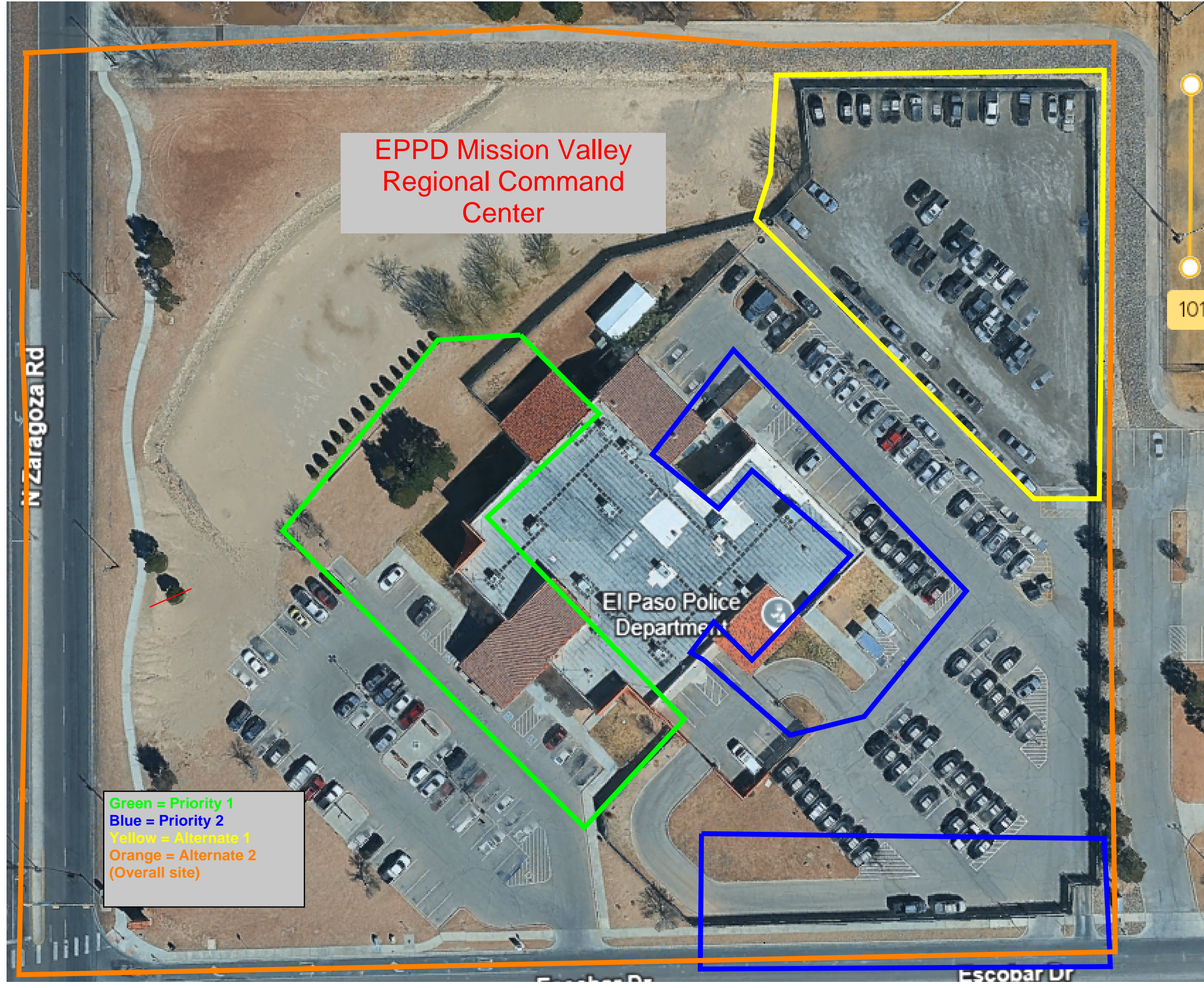
Accepted this _____ day of _____, 2025.

client: DEKKER DESIGN

signature: _____

printed: _____

title: _____



EPPD Mission Valley
Regional Command
Center

Green = Priority 1
Blue = Priority 2
Yellow = Alternate 1
Orange = Alternate 2
(Overall site)

El Paso Police
Department

N Zaragoza Rd

101

Escobar Dr



401 E. Main Drive, Suite 401
El Paso, TX 79901
v 915.781.1711

July 18, 2025

Mr. Kurt Morton, AIA, CCCA, LEED AP BD+C
Dekker
108 S. Stanton St.
El Paso, Texas 79901

PROJECT: CITY OF EL PASO – MISSION VALLEY REGIONAL COMMAND CENTER
9011 ESCOBAR DRIVE
EL PASO, TEXAS 79907

DBR Engineering Consultants, Inc. is pleased to submit a fee proposal for Mechanical, Electrical, Plumbing, Technology (MEPT) Engineering and Building Commissioning Services per IECC for the above reference project. DBR's specific scope of services and description of services is set forth in the following documents.

PROJECT DESCRIPTION:

We understand this project to consist of engineering services for the renovation scope of the existing Mission Valley Regional Command Center. The existing building is approximately 24,000 SF in size, but unlike some other City of El Paso renovation projects there was not a design matrix provided highlighting the wants and desires of the renovation efforts nor has a budget been established. Per a site visit we were informed that the existing RTUs were recently replaced by the facilities and maintenance department, but no ductwork was replaced. The ductwork has been requested to be replaced throughout the facility due to the age and general wear and tear experienced through the years. Air devices are expected to be replaced as the ceilings will be coming down and replaced throughout the entire facility. The lighting throughout is a mixture of LED and fluorescent and is planned on being replaced in its entirety. The age of the electrical gear was not readily available but is assumed to be in good operational condition but recommendation for replacement will ultimately depend on the age of the installed gear. Additional circuits to further divvy up the existing receptacle loads in the office spaces throughout. A generator has been requested to be installed, but the areas that need emergency backup need to be identified for sizing purposes. During the initial site visit multiple personnel made it clear that the existing plumbing is in very poor shape and will need to be replaced throughout. There are multiple locations where the overhead water lines are leaking as well as multiple details about the sanitary lines being bad throughout. It is assumed that all the water lines and sanitary lines are to be replaced. There are new tankless water heaters that were installed by the city maintenance personnel which are expected to remain as well as active construction occurring in the locker room restrooms and showers which will not be revised. Technology scope is expecting to add a camera in the DWI screening room, reinforce the existing security camera layout, providing new access controls throughout, adding more wireless access points, and data drops throughout.

SERVICES AND FEE DETAIL:

Fee Type: Fixed Fee Expenses: Included in Fee

Service(s):	Fee
MEP Programming – Pre-Design	\$995.00
MEP Schematic Design (30% Design)	\$9,815.00
MEP Design Development (60% Design)	\$17,408.00
MEP Final Design (90% CD)	\$15,393.00
MEP Final Design (100% CD)	\$12,395.00
MEP Bidding & Permitting (Time and Expense – Not to Exceed)	\$2,055.00
MEP Construction Administration (Time and Expense – Not to Exceed)	\$13,203.00
MEP Closeout (Time and Expense – Not to Exceed)	\$2,250.00
TOTAL	\$73,513.00

Service(s):	Fee
Low Voltage Programming – Pre-Design	\$245.00
Low Voltage Schematic Design (30% Design)	\$2,340.00
Low Voltage Design Development (60% Design)	\$3,720.00
Low Voltage Final Design (90% CD)	\$3,895.00
Low Voltage Final Design (100% CD)	\$2,253.00
Low Voltage Bidding & Permitting (Time and Expense – Not to Exceed)	\$488.00
Low Voltage Construction Administration (Time and Expense – Not to Exceed)	\$3,420.00
Low Voltage Closeout (Time and Expense – Not to Exceed)	\$805.00
TOTAL	\$17,166.00

All anticipated expenses are included in the fee stated above. Expenses include, but are not limited to: travel, hotel, airfare, mileage, reproduction, and delivery costs.

Accepted by Client:

By (signature):

Print Name:

Title:

Date:

Accepted for DBR Engineering Consultants, Inc.:

By (signature):



Print Name: Ryan G. Miller, P.E., LEED Green Associate

Title: Project Manager | Associate

Date: July 18, 2025

When accepted by Client this proposal for Engineering Services and its attachments shall become a binding contract between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. DBR is authorized to begin performance upon its receipt of a copy of this Contract signed by Client. If DBR proceeds at the direction of Client and Contract is not signed, or altered within ten (10) business days, then it is agreed that terms of Contract are accepted by Client.

SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.

Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

Disciplines included in Scope of Services:

(See following sections for specific task)

- ☒ Mechanical
- ☒ Electrical
- ☒ Plumbing
- ☒ Fire Protection
- ☒ Security
- ☒ Information Technology
- ☒ Audio-Visual
- ☐ Commissioning
- ☐ LEED
- ☐ Sustainability
- ☒ Building Assessment

Document Submittals:

- ☒ Schematic Design (SD)
- ☒ Design Documents (DD)

- ☒ Construction Documents Review – 50%
- ☒ Construction Documents Review – 90%
- ☒ Issue for Permit
- ☒ Issue for Bid
- ☒ Issue for Construction
- ☐ Design based on prototype
- ☐ Bridging Documents (DD Level)
- ☐ Design Narrative

Specification Format:

- ☐ Sheet Specifications
- ☒ Book Specifications per CSI 2004 or later

Construction Document Phase (Mechanical, Div.23):

- ☒ Duct Layout
- ☒ Piping Layout
- ☒ Final Specification
- ☒ Mechanical Details

- ☒ Mechanical Schedules
- ☒ Mechanical Calculations
- ☐ Control Sequences (Specifications)
- ☒ Control Sequences (Drawings)
- ☐ Operating Room (Special Temperature/Relative Humidity)
- ☐ CFD Modeling (Stair/Elevator pressurization and smoke removal/evac system)

Construction Document Phase (Electrical, Div. 26):

- ☒ Power Plans
- ☒ Lighting Plans (Interior)
- ☒ Lighting Plans (Exterior)
- ☒ Panelboard Schedules
- ☒ Load Analysis
- ☒ One Line Diagram
- ☒ Schedules
- ☒ Details
- ☒ Site Power and Lighting
- ☒ Emergency Lighting and Power with Emergency Generator
- ☐ Emergency Lighting and Power with Battery backup

Fire Alarm (Div. 28):

- ☒ Performance specifications only
- ☐ Performance specification with DBR providing Fire Alarm Layout

Fire Sprinkler (Div. 21):

- ☒ Performance specifications only
- ☐ Pump Design with performance specification
- ☐ Pump with Tank and performance specification

Construction Document Phase (Plumbing, Div. 22):

- ☒ Piping Plans
- ☒ Risers
- ☒ Schedules
- ☒ Details
- ☒ Calculations
- ☐ Site Natural Gas
- ☐ Medical Gases
- ☐ Compressed Air

Construction Documents (Technology)**IT Structured Cabling (Div. 27):**

- ☒ Infrastructure only*
- ☐ Full system design and specification

* For systems with infrastructure only services, engineering service includes planning and documenting (via drawings) the field device locations, equipment room or enclosure's size and locations, all underground and interior pathway required, and coordination with other trades on power, cooling and clearance requirements.

IT Network Equipment (Div. 27):

- ☐ Specification and equipment list for network switches, servers
- ☐ Specification and equipment list for Wifi Access Point devices
- ☐ Specification and equipment list for Telephone handsets and PBX equipment

Integrated Audio-Video System (Div. 27):

- ☒ Infrastructure only
- ☐ Full system design and specification
- ☐ AV spaces included:
- ☐ AV spaces excluded:

DAS System (Div. 27):

- ☐ Emergency Radio DAS (Distributed Antenna System) performance specification
- ☐ Emergency Radio DAS Equipment room space planning and coordination
- ☐ Cellular DAS (Distributed Antenna System) performance specification
- ☐ Cellular DAS Equipment room space planning and coordination

Intercom/PA System (Div. 27):

- ☐ Infrastructure only
- ☐ Full system design and specification

Master Clock System (Div. 27):

- ☐ Infrastructure only
- ☐ Full system design and specification

Nurse Call (Div. 27):

- ☐ Infrastructure only
- ☐ Full system design and specification

Security - Intrusion Detection System (Div. 28):

- ☒ Infrastructure only
- ☐ Full system design and specification

Security - Access control System (Div. 28):

- ☒ Infrastructure only
- ☐ Full system design and specification

Security - Video Surveillance System (Div. 28):

- ☒ Infrastructure only
- ☐ Full system design and specification

Coordination Services:

- ☐ Coordinate with 3rd party IT Consultant
- ☐ Coordinate with 3rd party Security Consultant
- ☐ Coordinate with 3rd party Lighting Consultant
- ☐ Coordinate with 3rd party Audio Visual Consultant
- ☐ Coordinate with 3rd party Commissioning Agent
- ☐ Coordinate with 3rd party Kitchen Consultant
- ☐ Coordinate with 3rd party Theatrical Consultant

- ☐ Coordinate with 3rd party Pool Consultant
☐ Coordinate with 3rd party Acoustical Consultant

Building Commissioning:

- ☐ IECC Commissioning
☐ LEED v4 Fundamental Commissioning and Verification
☐ LEED v4 Enhanced Commissioning
☐ Whole Building Commissioning
☐ Retro-Commissioning
☐ Re-Commissioning
☐ CHPS Commissioning
☐ Functional Testing

Bid/Negotiations Phase:

- ☐ Assist with value engineering
☒ Respond to request for information (RFIs)
☐ Contractor Interviews

Construction Administration Services:

- ☒ Shop Drawing Review
☒ Respond to RFIs
☒ Site Investigation prior to design
☒ General site observations with report
☒ Final Punch List
☐ Post Construction Site Visit

LEED:

- ☐ Integrate Process Design/Early Energy Modeling
☐ Energy Modeling
☐ Consulting/Administration
☐ MEP Documentation
☐ Daylight Simulation
☐ Life Cycle Cost Analysis

Sustainability:

- ☐ Energy Modeling (Local Jurisdiction Compliance)
☐ Energy Modeling (Incentive Program/PACE)
☐ Energy Star Cost Analysis
☐ Life Cycle Cost Analysis
☐ Energy Star

Other Services:

- ☐ Bond Study
☐ Facility Assessment

Additional Services (Not Included in Fee):

- Value Engineering.
- Extended Construction Schedule.
- Additional Construction Meetings.
- Additional Design Meetings due to change of scope.
- Project delays.
- Continuing to respond to RFIs that just refer to where the information can be found in documents.
- Insufficient work from contractor.
- More than two (2) shop drawing reviews per product.

Meetings and Travel Time:

- ☒ Perform four (4) initial general site observation to review existing conditions
☒ Attend up to ten (10) design coordination meetings
☒ Attend one (1) pre-bid meetings
☒ Attend one (1) bid opening meetings
☒ Attend five (5) on-site/virtual construction meetings
☒ Perform five (5) site observation visit with report
☒ Perform one (1) punchlists

Compliance Documentation:

- ☐ ASHRAE 90.1 or IECC Energy Code compliance form completion (prescriptive path only)

BIM:

- ☐ Provides DBR BIM Execution Plan
☐ Export and provide clash detection files (.nwc)
☐ Perform scheduled in-house clash detections
☐ Host in-house BIM coordination meetings
☐ N/A

Levels of Development (LOD) PO AIA G 202-2013:

- ☐ LOD: 100
☐ LOD: 200
☒ LOD: 300
☐ LOD: 350
☐ N/A

Project Delivery Method:

- ☒ Traditional – Design, Bid, Build
☐ Construction Manager at Risk
☐ Competitive Sealed Proposals
☐ Design Build
☐ Design Assist
☐ Job Order Contract
☐ Negotiated Contract
☐ Unknown at this time
☐ Not Applicable

- *System comparison or evaluation of systems.*
- *Envelope compliance documentation.*
- *Storm, Sanitary and Domestic water greater than 5' outside of building.*
- *Construction Estimating.*
- *Sub-surface drainage.*
- *Modification to base building utilities not within tenant space.*
- *Lightning protection.*
- *As-Built Drawings.*

MEPT DESCRIPTION OF SERVICES AND HOURLY RATES:

1. **Schematic Design stage:** shall include an assumed two meetings with the Owner and Architect, to determine MEPT system selections, area requirements, and preliminary equipment location.
2. **Design Development stage:** shall include up to three coordination meetings with the Project Architect to optimize on MEPT equipment area requirements, preliminary A/C and electrical calculations and research into any applicable code requirements.
3. **Construction Documents stage:** shall include up to five meetings and the preparation of mechanical, electrical, and plumbing drawings and specifications suitable for bid purposes. Also included in this stage is coordination of all MEPT systems in the building with the architectural and structural construction documents.
4. **Bid Negotiations stage:** shall include answering all contractor questions and assisting the Owner in making value engineering recommendations on proposals submitted by the contractors.
5. **Construction Administration stage:** shall include the review of all MEPT shop drawings and responding to RFIs.
6. **On-site Construction Observation stage:** shall include **seven** periodic job site visits when requested by Architect.

We will be happy to perform additional services or additional observations as required by the Owner/Architect, in writing, on an hourly basis.

We will provide documentation of all construction job site visits.

TECHNOLOGY:

1. Design of a scalable Technology systems infrastructure to support building **Communications, AV, video surveillance, electronic access control, intrusion detection, and future needs.**
 - a. Design per TIA standards compliant copper and fiber optic cabling system to facilitate distribution of all technology systems between existing service entrance rooms, existing main telecommunications rooms, and existing floor telecommunications rooms. This consists of the cabling design and space planning in telecommunications rooms for all building services which would include telephone/data connectivity throughout the building and wireless data systems.
 - b. Design an integrated audio-video system **for conference rooms, large group instruction areas, and meeting rooms.** The system will feature a means of interfacing with the existing video display or display(s), existing local sound reinforcement within the space, and existing integrated control of audiovisual equipment.
 - c. The design of supplementary **electronic access control, intrusion detection and video surveillance systems** shall include head end control devices and all field devices. The design of **video surveillance system** will allow the observance of interior and exterior public areas and other areas of interest throughout the facility. The design of the key card **access control system** will provide controlled access into and out of the facility for the employee staff. The design of the **intrusion detection system** will provide motion sensors, and/or glass break sensors to monitor building intrusion, and alarm keypads at strategic locations to alarm or dis-alarm the building. This system will be based upon the owner's program of requirement and needs.

We will bill monthly according to progress. The breakdown below shows the approximate portion of the fee for each of the proposed services:

a.	MEP Design	
i.	Programming – Pre-Design	1.35%
ii.	Schematic Design (30% Design)	13.35%
iii.	Design Development (60% Design)	23.68%
iv.	Final Design (90% CD)	20.94%
v.	Final Design (100% CD)	16.86%
vi.	Bidding & Permitting (T&E NTE)	2.8%
vii.	Construction Administration (T&E NTE)	17.96%
viii.	Closeout (T&E NTE)	<u>3.06%</u>
		100%
b.	T Design	
i.	Programming – Pre-Design	1.43%
ii.	Schematic Design (30% Design)	13.63%
iii.	Design Development (60% Design)	21.67%
iv.	Final Design (90% CD)	22.69%
v.	Final Design (100% CD)	13.12%
vi.	Bidding & Permitting (T&E NTE)	2.84%
vii.	Construction Administration (T&E NTE)	19.92%
viii.	Closeout (T&E NTE)	<u>4.7%</u>
		100%

The hourly billing rates shall be as follows:

Partner	\$300.00/hour	Quality Control	\$175.00/hour
Principal	\$270.00/hour	Commissioning Agent	\$160.00/hour
Practice Area Leader	\$240.00/hour	Assistant Project Manager	\$160.00/hour
Design Director	\$220.00/hour	Engineer in Training II	\$160.00/hour
Director	\$220.00/hour	Construction Administrator	\$150.00/hour
Senior Project Manager	\$220.00/hour	Designer II	\$150.00/hour
Senior Commissioning Agent	\$205.00/hour	Engineer in Training I	\$140.00/hour
Senior Commissioning Engineer	\$200.00/hour	Sustainability Professional	\$140.00/hour
Design Leader	\$190.00/hour	Designer I	\$130.00/hour
Project Manager	\$190.00/hour	Designer Trainee	\$130.00/hour
Senior Engineer	\$190.00/hour	BIM Modeler	\$105.00/hour
Engineer	\$180.00/hour	Business Administrative Assistant	\$100.00/hour
Senior Designer	\$180.00/hour	Construction Clerk I & II	\$100.00/hour
Senior Construction Administrator	\$180.00/hour		

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

For the “**Architect and Engineering Services for the El Paso Police Department Mission Valley 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

If project is divided into multiple projects, as described in Paragraph 2 below, Dekker will require additional services for work associated with separate deliverables, bidding, and contract administration phase adjustments.

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

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
 - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

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, topographic surveys, as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

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

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "**Drawings,**" to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions,

hereinafter called “**Specifications.**” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

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

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment “D”, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment “D”, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Intentionally Deleted.
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**
6. 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. 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. Intentionally Deleted.
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. Intentionally Deleted.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner. Architect shall be entitled to Additional Services for requested changes, unless changes are due to design errors.
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. Intentionally Deleted.
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 Mission Valley Regional Command Center**” hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$564,099.00** 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

	Lump Sum
Basic Design Services- Programming through CD Phases (Fixed Fee)*	\$365,541.00
Basic Services- Time and Materials BN through CA (T&M)*	\$101,583.00
Supplemental Design Services- Programming through CD Phases (Fixed Fee)**	\$33,278.00
Supplemental Services-Time and Materials BN through CA (T&M)**	\$8,268.00
Supplemental Engineering Services- Site Survey***	\$14,950.00
Alt Civil Design Services****	\$10,480.00
Subtotal	\$534,099.00
Reimbursable Expenses	\$30,000.00 Not to exceed

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 **35 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 **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. 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 **75 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 **75 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 **fourteen consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

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

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2025

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

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

PRODUCER Professional Liability Insurers, Inc. Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Ste 1000 Albuquerque NM 87111	CONTACT NAME: Eloise Hughes PHONE (A/C, No, Ext): 505-822-8114 E-MAIL: ehughes@higginbotham.net ADDRESS: ehughes@higginbotham.net	FAX (A/C, No): 505-822-0341
INSURED Dekker LLC 108 S. Stanton St First Floor El Paso TX 79901	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Travelers Casualty And Surety Company Of America INSURER C: Transportation Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 20443 31194 20494
License#: 2081754 DEKKLTD-01		

COVERAGES

CERTIFICATE NUMBER: 1535703832

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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 <input type="checkbox"/> OTHER:	Y		7012574490	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		7012517254	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE			7012574781	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6080092607	1/1/2025	1/1/2026	<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
B	Professional Liability			106644542	1/1/2025	1/1/2026	Each Claim \$ 3,000,000 Aggregate \$ 6,000,000

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

RE: Project 2025-0450R AE Services - EPPD Mission Valley Regional Command Center. Certificate holder is additional insured with respect to General and Auto Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso
Capital Improvement Department
218 N Campbell, 2nd Floor
El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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