

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL: 7: Enhance & Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

REVISED

1:15 pm, Dec 02, 2025

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

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

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 **ALVIDREZ ASSOCIATES, INC.**, a Texas corporation, for a project known as “Architect and Engineering Services for Sun Metro TOC Reconstruction” for an amount not to exceed \$1,300,403.50; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00, if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project, for a total amount of \$1,400,403.50; 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



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

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0451R AE SERVICES FOR THE SUN METRO TOC RECONSTRUCTION

CONSULTANT	ALVIDREZ	ARCHIPELI	ASA	COUNTRYMAN	INSITU	MIJARES MORA	MNK
Rater 1	84	65	73	79	79	89	89
Rater 2	79	51	62	56	79	73	61
Rater 3	78	55	61	57	71	73	62
Total Rater Scores	241	171	196	192	229	235	212
References	8.16	3.3	3.3	8.53	7.76	3.3	8.06
Overall Score:	249.16	174.30	199.30	200.53	236.76	238.30	220.06

1 7 6 5 3 2 4

Rankings	Consultant
1	ALVIDREZ
2	MIJARES MORA
3	INSITU
4	MNK

Rankings	Consultant
5	COUNTRYMAN
6	ASA
7	ARCHIPELI

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made 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 Alvidrez Associates, Inc., a Texas corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Architect and Engineering Services for the Sun Metro TOC Reconstruction” 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 **\$1,300,403.50** for all basic services and reimbursables performed pursuant to this Agreement.

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

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

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

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

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocated is **\$20,000,000.00**, 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

To the Consultant: ALVIDREZ ASSOCIATES, INC.
 Attn: David Alvidrez
 310 North Mesa, Suite 100A
 El Paso, Texas 79901

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

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

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

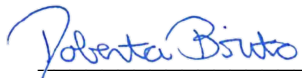
7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity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

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)

CONSULTANT:
ALVIDREZ ASSOCIATES, INC.

By: 
Name: David Alvidrez
Title: President

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF El Paso §

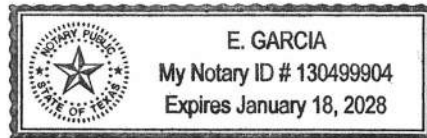
This instrument was acknowledged before me on this 23 day of November, 2025
by David Alvidrez, on behalf of Consultant.



Notary Public, State of Texas

My commission expires:

01/18/2028



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A - SCOPE OF SERVICES

The firm provide all design services including but not limited to:

- Architectural
- Civil
- Structural
- Landscaping
- Mechanical
- Electrical

Additional services

- TDRL Registration and RAS Inspections.
- Fixture, Furniture and Equipment, design and specification
- Fire Suppression consultation
- Sustainability Consultant
- Geotechnical,
- Surveying
- Cost Estimating
- Special Systems
- Commissioning Basic or advanced
- Code Consultant
- Coordination with effective facility stakeholders to include Information Technology, Facility Maintenance, Environmental and USER DEPT. to evaluate needs and solutions

1.0 SERVICES REQUIRED

1.1 Surveys

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

1.2 Planning

Consultant shall provide service for a Special Permit Application and Platting application with the following but not limited to steps for Building permit.

- Special Permit Application
- Pre-application
- Application Submittal and Review
- Site Posting
- CPC Meeting
- City Council First Reading
- City Council Second Reading

Platting

- Formal Application
- Formal Application Review
- CPC Meeting
- Apply for Building Permit

1.3 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.

1.4 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.

1.5 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.

1.6 Technical Specifications

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

1.7 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.

1.8 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

1.9 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.

1.10 Private Property

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

1.11 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.

1.12 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.

1.13 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.

1.14 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.

2.2 Programming and predesign documents and reports (Pre-Design) Phase

During this phase, the firm shall coordinate with stakeholders to validate the requirement for development of facility concepts. The firm will be expected to produce programming, and space planning options which will include room data sheets with room specific information such as finishes data, power etc. The firm may also be requested to coordinate with utility services providers.

2.3 Schematic Design (Preliminary) Phase 30%

During the Schematic Design Phase, the firm shall complete a Basis of Design Report to include preliminary design analysis and supporting engineering calculations. It is within this phase that the firm shall survey, investigate and discover all site conditions that may affect the design or project function, permitting, budget or schedule. It is also within this phase that firm will have identified all requirements to commence design with accurate assumptions. The firm will be expected to produce architectural renderings.

The Schematic Design submittal shall include, but not be limited to the following:

- Cover Sheet with code and permit summary (40% complete)
- Architectural Plan and Details (minimum 30% complete)
- Civil Engineering Plan and Details (50% complete)
- Mechanical and Plumbing Plan and Details (30% complete)
- Structural Plan and Details (30% complete)
- Electrical Plan and Details (30% complete)
- Horizontal Control Plan (90% complete)
- Construction Notes (35% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Site Plan (40% complete)
- Grading Plan (50% complete)
- Landscape Plan (30% complete)
- Typical Landscape Details (30% complete)
- Preliminary Irrigation Layout (30% complete)
- Typical Irrigation Details (30% complete)
- Outline of Specs (90% complete)

2.4 Design Development (Pre-Final Design) Phase 60%

The firm shall submit the following Design Development Phase submittal as applicable:

- Coversheet/ Code data (100% complete)
- Architectural Plan and Details (60% complete)
- Civil Engineering Plan and Details (75% complete)
- Mechanical and Plumbing Plan and Details (760% complete)
- Structural Plan and Details (60% complete)
- Electrical Plan and Details (60% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (60% complete)

- Storm Water Pollution Prevention Plan (90% complete)
- Typical Construction Details (60% complete)
- Special Construction Details (75% complete)
- Site Plan (60% complete)
- Grading Plan (95% complete)
- Landscape Plan (60% complete)
- Typical Landscape Details (160% complete)
- Special Landscape Details (60% complete)
- Pre-final Irrigation Layout 60% complete)
- Typical Irrigation Details (60% complete)
- Special Irrigation Details (60% complete)
- Outline of Specs (100% complete)
- Technical Specification (50% complete)

2.5 Final Design (90% Construction Documents)

The firm shall submit, at a minimum, the following Final Design Phase Submittal, as applicable:

- Cover Sheet (90% complete)
- Architectural Plan and Details (90% complete)
- Civil Engineering Plan and Details (90% complete)
- Mechanical and Plumbing Plan and Details (90% complete)
- Structural Plan and Details (90% complete)
- Electrical Plan and Details (90% complete)
- Horizontal Control Plan (90% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (90% complete)
- Typical Construction Details (90% complete)
- Special Construction Details (90% complete)
- Site Plan (90% complete)
- Grading Plan (90% complete)
- Landscape Plan (90% complete)
- Typical Landscape Details (90% complete)
- Special Landscape Details (90% complete)
- Irrigation, typical and special details (90% complete)
- Specifications (90% complete)

2.6 Final Design (100% Construction Documents)

- The firm shall submit, at a minimum, the following Final Design Phase Submittal, as applicable:
- Cover Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Civil Engineering Plan and Details (100% complete)
- Mechanical and Plumbing Plan and Details (100% complete)
- Structural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)

- Horizontal Control Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Irrigation, typical and special details (100% complete)
- Specifications (100% complete)

Permitting

2. Cost Estimates

The firm shall develop and submit third party construction cost estimates in each design phase. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The firm's final estimate shall take into account all labor costs that shall be based on the current City prevailing wage rates as adopted by the City Council.

2.8 Community Outreach and Engagement

Consultant shall provide community meetings with at least one community per design phase to a maximum of Ten public meetings with presentations renderings and floors to be presented to the public.

2.9 Design Analysis

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

2.10 City Review

At completion of each design phase, the firm shall make documents electronically, including a copy of design review documentation (redlines), to the City and stakeholder reviewers via PDF markup and editing software. The firm shall meet with the City within three working days of the submission for review. After meeting with the City, the firm shall have seven (7) consecutive calendar days to revise and resubmit plans.

If the City determines that the submittal does not comply with the above-required completion percentages, the firm shall resubmit in accordance with the above requirements. After the comments have been provided by City staff and addressed by the firm, the firm shall electronically submit the revised design package to the City within five (5) business days.

If required consultant will provide information and be present at City Design Review meetings to answer any questions or concerns from City engineer and or stakeholders in order to move the project to next phase.

211 Document formats, distribution and ownership

Throughout the phase submittals and in advance of construction, the firm shall make available to the City at no extra charge, all electronic project document files in native format including CAD and Building Information Model files including renderings.

2.12 Bidding and Construction Administration

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

Before bid opening the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

After bid opening and before preconstruction meeting the firm shall provide a CD or flash drive consisting of 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.

In advance of construction the firm shall make all design phase submittals available to the City at no extra charge, in native format including CAD and Building Information Model files.

During the construction phase, the designer shall assist the City with the following items:

- Respond to all questions from the contractor (request for information (RFIs))
- Provide advice and recommendations to the City.
- Provide contract drawing modifications for permit revisions (as required)
- Review contractor technical submittals in a timely matter.
- Attend weekly construction meetings (as required).
- Visit site and provide written observation reports (as required).
- Advise the City on validity of all request for change orders.
- Prepare independent cost estimates on all request for change orders.
- Participate in substantial completion inspection and provide punch list to the City.
- Participate in final completion inspection.
- Produce and provide an electronic copy (PDF and CAD) of “as-built” record drawings.

During construction project closeout the firm shall produce and provide as-built drawings in an electronic format.

3.0 GENERAL REQUIREMENTS AND CRITERIA

- 1.3 Design must meet all applicable City Codes and Ordinances.
- 2.3 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.
- 4.3 The designer shall submit all redlines to the Owner when plan submittals are due.

4.0 OTHER CONSIDERATIONS

- 5.3 Work shall be coordinated with the City of El Paso Capital Improvement Department, Police Department, and all affected stakeholders.
- 6.3 Design shall follow the City of El Paso Department of Information Technology Services requirements for computer and telephone systems, if applicable.
- 7.3 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.

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

Sun Metro Transit Operations Center Reconstruction

Labor (Hourly)

	Alvidrez Architecture	Brock & Bustillos	Kilo Structures	DBR Engineering	Julie Gereda Architects RAS	WJE	Ray Jurgen	KWA Engr & Bldg Sci	Bails & Co	Total
Task 1 - Programing	\$ 52,160.00	\$ 2,212.00	\$ -	\$ 4,315.00	\$ 1,040.00	\$ 8,000.00	\$ 6,400.00	\$ 2,160.00	\$ -	\$ 76,287.00
Task 2 - Design Development	\$ 281,160.00	\$ 15,004.00	\$ 52,484.00	\$ 24,395.00	\$ 4,240.00	\$ 9,600.00	\$ 9,600.00	\$ 6,480.00	\$ 23,480.00	\$ 426,443.00
Task 3 - Final Desing	\$ 155,580.00	\$ 11,252.00	\$ 45,388.00	\$ 29,555.00	\$ 2,720.00	\$ -	\$ 5,600.00	\$ 3,600.00	\$ 7,880.00	\$ 261,575.00
Task 4 - Permitting	\$ 5,380.00	\$ -	\$ 5,780.00	\$ 4,540.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 17,300.00
Task 5 - Construction Administration	\$ 168,200.00	\$ 6,272.00	\$ 31,628.00	\$ 20,260.00	\$ 480.00	\$ 1,600.00	\$ 12,000.00	\$ 10,800.00	\$ 9,880.00	\$ 261,120.00
	\$ 662,480.00	\$ 34,740.00	\$ 135,280.00	\$ 83,065.00	\$ 8,480.00	\$ 20,800.00	\$ 33,600.00	\$ 23,040.00	\$ 41,240.00	\$ 1,042,725.00

Sun Metro Transit Operations Center Reconstruction

Expences (Reimb.)

	Alvidrez Architecture	Texas Accessibility Standard	Brock & Bustillos	CQC Geotechnical Services	DBR Engineering	Total
Task 1 - Programing				\$110,786.00	\$ 17,000.00	\$127,786.00
Task 2 - Design Development	\$ 5,000.00		\$ 18,400.00			\$ 23,400.00
Task 3 - Final Desing						\$ -
Task 4 - Permitting	\$ 2,400.00					\$ 2,400.00
Task 5 - Construction Administration	\$ 640.00	\$ 4,800.00				\$ 5,440.00
	\$ 8,040.00	\$ 4,800.00	\$ 18,400.00	\$110,786.00	\$ 17,000.00	\$159,026.00

Sun Metro TOC Buss Canopies

Labor (Hourly)

Expences (Reimb.)

Total

	Alvidrez Architecture	Brock & Bustillos	Kilo Structures	DBR Engineering	Alvidrez Architecture	Total
Task 1 - Programing	\$ 2,310.00	\$ 690.00		\$ 277.50		\$ 3,277.50
Task 2 - Schematic	\$ 19,240.00	\$ 2,600.00		\$ 852.50		\$ 22,692.50
Task 3 - Design Development	\$ 9,400.00	\$ 2,860.00		\$ 955.00		\$ 13,215.00
Task 4 - Pre-Final Desing	\$ 7,800.00	\$ 1,960.00		\$ 1,222.50		\$ 10,982.50
Task 5 - Final Desing	\$ 5,700.00	\$ 1,430.00	\$ 13,855.00	\$ 2,472.50		\$ 23,457.50
Task 6 - Permitting	\$ 2,660.00	\$ -	\$ -	\$ 757.50	\$ 600.00	\$ 4,017.50
Task 7 - Construction Administration	\$ 13,440.00	\$ 1,570.00	\$ 3,905.00	\$ 1,975.00	\$ 120.00	\$ 21,010.00
	\$ 60,550.00	\$ 11,110.00	\$ 17,760.00	\$ 8,512.50	\$ 720.00	\$ 98,652.50

Total Award	Labor (Hourly)	Expences (Reimb.)	Total Award
Sun Metro Transit Operations Center Reconstruction	\$ 1,042,725.00	\$ 159,026.00	\$1,201,751.00
Sun Metro TOC Buss Canopies	\$ 97,932.50	\$ 720.00	\$ 98,652.50

\$1,300,403.50

14 July 2025

Brad R Thompson

Capital Improvement Department
218 N Campbell St., Second Floor
El Paso, Texas 79901

**REFERENCE: SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION
SOL 2025-0451R**

Dear Mr. Thompson:

We appreciate your consideration of our Studio to provide Architectural + Engineering services for the above referenced Project. AAinc. is committed to working efficiently and creatively to meet and exceed the needs of the Sun Metro TOC Reconstruction.

The following is a brief description of design and construction document services. These various phases are typical for the architectural/engineering industry and correlate with the phases of design and construction. Services will include architecture, interior design, civil, structural, MEP, code and accessibility services.

SCOPE OF WORK:

TOC Reconstruction

The Project will consist of the design and preparation of construction documents for the Sun Metro TOC Reconstruction, an approximate 37,000.00 sf area. Current demolition efforts are underway by others with the intent for only the concrete slab to remain. Our design TEAM will ascertain the feasibility of maintaining the existing slab relative to budget, timeline, extensive subsoil investigation and vehicle replacement elements.

Reconstruction will focus from the Fire Wall easterly; however, Fire Wall integrity will require analysis. Overlapping issues at the Fire Wall consist of the roof assembly and exterior concrete panels that span the Fire Wall horizontally. Interior improvements west of the Fire Wall are the responsibility of others with critical coordination required at roof and exterior overlapping panels.

Critical issues affecting this Project:

Public Accountability
Insurance Carrier Justification
Schedule
CMAR Collaboration

Bus Canopies: will be managed as a separate Project

Add Bus Canopies at northeast section of site at existing structural footings to match existing bus canopies. Provide electrical and plumbing infrastructure. This component of the Scope will be separately funded, therefore, will be managed as an independent Project. A separate fee proposal will be submitted for Bus Canopies.

Services to be performed:

1. PROGRAMMING | PREDESIGN

- 1.1 Design Team visit and evaluate reconstruction and adjacent impacted areas.
- 1.2 Review + evaluate reports generated by others.
- 1.3 Validate approach to maintain existing concrete slab.
- 1.4 Conference with COEP + CMAR to establish Project Timeline + responsibilities.
- 1.5 Utility systems evaluation: HVAC systems, existing electricity evaluation, special systems current infrastructure.
- 1.6 Vehicle equipment vendor coordination. Equipment to be purchased directly by COEP and installed by Vendor.
- 1.7 Establish special systems responsibility: infrastructure and/or system installation.
- 1.8 Generate Basis of Design report.

2. DESIGN DEVELOPMENT | PRE-FINAL 60%

- 2.1 Based on the approved Pre- Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical, electrical and special systems, materials and such other elements as may be appropriate.
- 2.2 Review CMAR costs and constructability.

3. FINAL DESIGN 100%

- 3.1 Based on the approved Design Development Documents and final comments, the Architect will finalize Contract Documents to a 100% completion level.
- 3.2 Submit to COEP for final review and comments.
- 3.3 Review CMAR costs and constructability.

4. PERMITTING

- 4.1 The Architect, following the Owner's approval of the Contract Documents, will assist the Owner in obtaining construction permits.

5. CONSTRUCTION ADMINISTRATION

- 5.1 Architect will function as the Owner's Representative with the commitment to protect the Owner's interest in the construction of this Project.
- 5.2 Contract Administration will include observation of construction, AOC conference attendance, checking of project shop drawings, reviewing of Contractors (CMAR) application for payment inclusive of conditional and unconditional lien releases, responding to Contractor RFI's, issue ASI's, prepare field reports and assure submittal of Contractor close out documents and warranty items.

Compensation for services will be provided as a **FIXED FEE of ONE MILLION TWO HUNDRED ONE THOUSAND SEVEN HUNDRED FIFTY ONE (1,201,751.00) DOLLARS based on an approximate budget of \$12 -15,000,000.00; if the budget or Project Scope increases significantly, the Architect requests opportunity to increase the fee relative to the increase in budget.** Reimbursables are in addition to this fee as noted below. An Owner's Contingency Allowance is available for services that may arise during design; however, City approval will be required prior to initiating these services. Services are to be invoiced monthly per percentage of completion per the service phases outlined in the Contract.

The proposed fee is inclusive of Professional Consultants as itemized:

Basic Services:

1. Architect: Design	\$ 488,900.00
2. Architect: Construction Administration	\$ 173,580.00
3. Civil	\$ 34,740.00
4. Structural	\$ 135,280.00
5. MEP	\$ 83,065.00
6. Accessibility Specialist	\$ 8,480.00
7. Fire Code	\$ 20,800.00
8. Transit	\$ 33,600.00
9. Roof	\$ 23,040.00
10. Cost Estimator	\$ 41,240.00

SUBTOTAL **\$1,042,725.00**

Reimbursable expenses are in addition to Basic Services Fees:

1. Printing	\$ 2,400.00
2. TAS	\$ 4,800.00
3. Gas	\$ 640.00
4. Survey	\$ 18,400.00
5. Geotechnical	\$ 110,786.00*
6. Travel	\$ 5,000.00
7. MEP Infrastructure Testing	\$ 17,000.00*

SUBTOTAL **\$ 159,026.00**

TOTAL BASIC SERVICES + REIMBURSABLE EXPENSES \$ 1,201,751.00

- Geotechnical + MEP testing is required if damaged concrete slab is to remain. If concrete slab is demolished in its entirety, these two line items will be reduced.**

Barring unforeseen circumstances, we will complete the services to be performed as expeditiously as possible upon authorization to proceed to align with the COEP Sun Metro proposed timeline.

Owner provided services:

- Asbestos Survey, if available.
- Special systems to include network, CCTV, access control, AV: the design team will design pathways. i.e., cable tray, conduit run and data cable only. All equipment will be Owner responsibility.
- Vehicle equipment schedule + specification sheets.
- Assessment reports generated to date.
- Written itemization of work responsibility by COEP authorized contractors | subcontractors to date.
- Clearance letters generated to date; smoke remediation, structural evaluation, MEP evaluation, vehicle equipment, roof analysis.

The following services are not part of the basic services to be provided:

- Providing planning surveys, site excavations, environmental studies, special surveys, etc.
- Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- Revising Drawings or other documents when such revisions are inconsistent with written approvals or revision of codes, laws or regulations subsequent to preparation of such documents or are due to other causes not solely within the control of the Architect.
- Providing any other services not otherwise included in this letter or not customarily furnished in accordance with general accepted architectural practice.
- Modifying contract documents per Scope changes after construction award.**
- Modifying contract documents per Value Engineering re-design.**
- Extensive Insurance carrier design justification.**

We appreciate the opportunity to provide you with our proposal for services as outlined above. Please contact this office if you should have any questions regarding services to be performed. We look forward to continuing our working relationship with the City of El Paso.

Respectfully,

ALVIDREZ ARCHITECTURE INC.



David A. Alvidrez AIA, RID, CNUa

E://25.19.00/doc/design/proposal

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512)305-9000, has jurisdiction over individual licenses under the Architects Registration Law, Texas Civil Statutes, Article 249."

[illegible]

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

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Project	Sun Metro TOC Reconstruction
Firm	Brock + Bustillos
Date	7/10/2025
Project Principal	Sergio Adame PE

[illegible]

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Project Name:	Sun Metro TOC Reconstruction
Firm Name:	Design
Date:	Ray Jurgen
Project Manager:	7/14/2025
	David Alvidrez AIA

[illegible]

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Project Name:	Sun Metro TOC Reconstruction Design
Firm Name:	KWA Engineering & Building Science Co., Inc.
Date:	7/14/2025
Project Manager:	David Alvidrez AIA

[illegible]

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CQC Testing and Engineering, L.L.C.
4606 Titanic Avenue
El Paso, Texas 79904
Ph. (915) 771-7766
Fx. (915) 771-7786

Construction Materials Testing
Geotechnical Engineering
Environmental Site Assessments
Forensic Analysis/Testing

EXHIBIT A - GEOTECH SERVICES FEE ESTIMATE
CoEP Sun Metro - Operations + Maintenance Facility Reconstruction Project
Client: Alvidrez Architecture, Inc.
CQC Proposal No. PGCQC25-052
Effective Date: July 11, 2025

Item No.	I. Project Setup and Administration				
	Professional Labor Description	Qty	Unit	Base Labor Rate	Extension
1	Principal Geotech Engineer, P.E.	12	hr.	\$ 136.00	\$ 1,632.00
2	Project Geotech Engineer	32	hr.	\$ 110.00	\$ 3,520.00
3	Project Engineer, EIT	8	hr.	\$ 80.00	\$ 640.00
4	Clerical	3	hr.	\$ 58.00	\$ 174.00
	Section No. I -	Subtotal		\$	5,966.00
	II. Geotechnical Evaluation Field Work Services				
	Direct Cost (Field Work) Description	Qty	Unit	Rate	Extension
1	Soil Borings - Drill Rig - Hollow Stem Auger Drilling, SPT Testing and Soil Sampling at Standard Intervals.	38	hr.	\$ 280.00	\$ 10,640.00
2	Drill Crew Mobilization, within City Limits	4	ea.	\$ 350.00	\$ 1,400.00
3	Logger and Drilling Crew Support Vehicles, 2 Trucks	32	day	\$ 75.00	\$ 2,400.00
4	Project Engineer Time for field coordination, core/boring marking, utility verification, soil logging, testing and laboratory soil sample observation and testing assignments	160	hr.	\$ 80.00	\$ 12,800.00
5	DCP Tests	17	ea.	\$ 150.00	\$ 2,550.00
6	Hand Auger Borings, 2 man crew	6	hr.	\$ 180.00	\$ 1,080.00
7	Concrete Coring at Boreholes, thickness 8 inches max.	28	ea.	\$ 110.00	\$ 3,080.00
8	CMU Wall Coring, thickness 8 inches max.	3	ea.	\$ 400.00	\$ 1,200.00
9	Coring Equipment	15	day	\$ 85.00	\$ 1,275.00
10	Generator Usage Charge	15	day	\$ 50.00	\$ 750.00
11	Core Hole Patching	28	ea.	\$ 28.00	\$ 784.00
12	Borehole Grouting, min. 5 feet per bore hole	125	ft.	\$ 28.00	\$ 3,500.00
13	Tech Time for Borehole Grouting, 2 man crew	20	hr.	\$ 180.00	\$ 3,600.00
14	GPR Scanning	1	ls	\$ 1,500.00	\$ 1,500.00
15	Scaffolding Equipment (If Required)	1	ls	\$ 1,500.00	\$ 1,500.00
16	Scissor Lift Rental (If Required)	1	wk	\$ 1,800.00	\$ 1,800.00
	Section No. II -	Subtotal		\$	49,859.00
	III. Geophysical Seismic Evaluation Services				
	Labor Description	Qty	Unit	Rate	Extension
1	Geophysical Seismic Evaluation - 4 Array Lines	4	ea.	\$ 3,950.00	\$ 15,800.00
2	Seismic Data Processing and Report Preparation	1	ea.	\$ 3,800.00	\$ 3,800.00
	Section No. III -	Subtotal		\$	19,600.00
	IV. Laboratory Engineering Soil Classification and Concrete Material Testing Services				
	Laboratory Test Description	Qty	Unit	Rate	Extension
1	Soil Moisture Contents	75	ea.	\$ 13.00	\$ 975.00
2	Atterberg Limits Test	45	ea.	\$ 65.00	\$ 2,925.00
3	Soil Sieve Analysis Test	70	ea.	\$ 85.00	\$ 5,950.00
4	Soil Direct Shear Tests	3	ea.	\$ 550.00	\$ 1,650.00
5	Soil Sulfate and Chloride Tests	4	ea.	\$ 95.00	\$ 380.00
6	Soil Resistivity	4	ea.	\$ 150.00	\$ 600.00
7	Soil pH	4	ea.	\$ 25.00	\$ 100.00
8	Laboratory California Bearing Ratio Soil Test, 2 pt.	4	ea.	\$ 350.00	\$ 1,400.00
9	Soil Moisture-Density Relationship Test (D698 or D 1557)	9	ea.	\$ 275.00	\$ 2,475.00
10	Concrete Core Compressive Strength Tests	9	ea.	\$ 25.00	\$ 225.00
11	Concrete Sample Petrographic Analysis	1	ea.	\$ 1,800.00	\$ 1,800.00
	Section No. IV -	Subtotal		\$	18,480.00
	V. Adm., Data Processing, Data Review, Technical Analysis and Geotech Report Preparation Services				
	Labor Description	Qty	Unit	Base Labor Rate	Extension
1	Principal Geotech Engineer, P.E.	12	hr.	\$ 136.00	\$ 1,632.00
2	Project Geotech Engineer	60	hr.	\$ 110.00	\$ 6,600.00
3	Project Engineer, EIT	40	hr.	\$ 80.00	\$ 3,200.00
4	Clerical	3	hr.	\$ 58.00	\$ 174.00
	Section No. V -	Subtotal		\$	11,606.00
	Subtotal of Items I through V			\$	105,511.00
1	Geotechnical Services - Contingency (If Required)	1	ea.	5%	\$ 5,275.55
	Estimated Geotechnical Services Fee			\$	110,786.55



Standard Terms and Conditions

4606 Titanic Avenue
El Paso, Texas 79904
Ph. (915) 771-7766
Fx. (915) 771-7786
www.cqcengqat.com

1. **Performance of Services:** Consultant (CQC Testing and Engineering, L.L.C.) shall perform the service outlined in the attached proposal number **PGCQC25-052** in consideration of the stated service fees and payment terms.

Project Name: CoEP Sun Metro – Operations + Maintenance Facility Reconstruction

Client Name: Alvidrez Architecture, Inc.

2. **Invoicing and Payment:** The Client agrees to pay Consultant for the scope of services described in the referenced proposal. Invoices for the Consultant services will be submitted either at the completion of the project or on a monthly basis. Invoices shall be due and payable upon receipt. Accounts unpaid 30 days after the invoice date will be subject to monthly service fees of 1.5% per month, or the maximum legal rate, whichever is greater, on the unpaid balance. Accounts unpaid after 90 days after the invoice date may be subject to collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees and clerical costs. If the client fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this agreement by Consultant. Payments of invoices shall not be subject to any discounts or set-off by the Client, unless agreed to in writing by Consultant. Payment to Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
3. **Indemnification:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense cost, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities and costs attributable to the sole negligence or willful misconduct of the Consultant.
4. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the client and Consultant, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability of Consultant to the client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause of causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$1,000,000.00 for services rendered on the project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. For any damage on account of any error, omission, or other professional negligence, CQC's liability to Client, or to any third party, will be limited to a sum not to exceed our fees.
5. **Standard of Care:** In providing services under this Agreement, the consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same region under similar circumstances. Consultant makes no warranty; expressed or implied, as to its professional services rendered under this Agreement.
6. **Governing Law and Jurisdiction:** The Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of El Paso County, State of Texas.
7. **Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Consultant agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
8. **Certificate of Merit:** The Client shall make no claim for professional negligence, either directly or in a third-party claim, against Consultant unless the client has first provided the Consultant with a written certification executed by an Independent Consultant currently practicing in the same discipline as Consultant and licensed in the State of Texas. This certification shall: a) contain the name and license number of the certified; b) specify each and every act or omission that the certified contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than 30 days prior to the presentation of any claim or the institution of any binding arbitration or judicial proceeding.
9. **Ownership of Documents:** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. Consultant shall retain all common law; statutory and other reserved rights, including the copyright thereto.
10. **Right of Entry:** The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from procedures associated with testing or investigation activities or connected in any way with the discovery of hazardous materials of suspected hazardous materials on the property.
11. **OSHA Regulations:** Please note that our services do not include the observation, review and/or providing documentation of excavation condition depths and/or means and methods utilized by the general contractor and/or subs to perform the contractual scope of work required for this project. It is the general contractor's responsibility to assign a "competent" person to perform all necessary daily observations, documentation and reporting of all excavations and/or earthwork operations on the project per the current Occupational Safety and Health Administration (OSHA) regulations. CQC shall have no liability for the contractor's selected means and methods to perform the contractual scope of work under this contract.
12. **Underground Improvements:** The client will furnish Consultant information identifying the type and location on the site of underground improvements. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs arising or allegedly arising from subsurface penetration on the project site of from inaccuracy or incompleteness of information provided to the Consultant by the Client, except for damages caused by the sole negligence of the consultant.
13. **Scope of Services:** The Client agrees to the Scope of Services outlined in the referenced proposal. Services not set forth in the referenced proposal are excluded from the scope of Consultant services. Consultant assumes no responsibility to perform any services not specifically listed in the referenced proposal.

Client Authorized Signature: _____ **(Print Name/Title)** _____

L:\12 Geotech Proposals\2025\MAIN GEOTECH Proposals\25-052 - CoEP Sun Metro Operation & Maintenance Facility (Alvidrez)\13-Proposal and Cost Estimate\25-052 Terms.docx



ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. T01314-00

July 07, 2025

VIA E-MAIL: david@alvidrez.com

Alvidrez Architects
310 N. Mesa, Ste. 100A
El Paso, Texas 79901

Attn: Mr. David Alvidrez, AIA, CNUa

Re: Sun Metro Transit Operations Center Reconstruction

Dear Mr. Alvidrez:

We appreciate the opportunity to present to you our proposal for Professional Engineering and Surveying Services for the referenced project. The following are our proposed Scopes of Work:

SCOPE OF WORK I (Surveying):

1. Research all available plats, surveys, easements and right-of-way maps for the subject parcel;
2. Initiate a Texas 811 Call before you dig utility locating ticket;
3. Coordinate access inside property through client;
4. Locate and measure any National Geodetic Survey Benchmark near subject parcel;
5. Perform a limited topographic and improvement survey for the project area limits;
6. Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88);
7. Topography limits shall be extended 25 beyond project area where applicable;
8. Establish two (2) temporary benchmarks for use during construction activities;
9. Prepare a topographic and improvement survey of the project area; and
10. Deliver one (1) pdf and one (1) AutoCAD 2020 file of the boundary, topographic and improvement survey to Architect.

SCOPE OF WORK II (Civil Engineering):

1. Prepare general notes sheet;
2. Prepare site demolition plan;
3. Prepare civil layout and control sheets;
4. Prepare minor grading plan;
5. Prepare standard civil works details;
6. Prepare best management SWPPP sheet;
7. Coordinate and attend design meetings with Architect and Owner;
8. Address comments from Architect and Owner reviews;
9. Prepare technical specifications for civil works; and
10. Issue PDF of approved for construction civil engineering drawings.

EXEMPTIONS:

The above Scope of Work excludes: ALTA/NSPS Land Title Survey; Platting Determination Application; Replat Subdivision; rezoning maps or exhibits; title commitment; application fees; filing fees; soils investigation; environmental studies; drainage plan; utility plans; street improvement plans; drainage study; site plan; sub-surface utility engineering; elevation certificate; construction staking; as-built survey; preparation of as-built plans; staking of city monuments; certification of city monuments; representation through the City, County or EPEC and any other item not specifically listed in the above scope of work.

COMPLETION:

BROCK & BUSTILLOS INC. will complete the above Scope of Work I within twenty-five (25) workdays of receiving your written notice to proceed, and Scope of Work II within architect's schedule.

BASIS OF COMPENSATION:

We propose that **BROCK & BUSTILLOS INC.** be compensated a Lump Sum Amount of **\$18,400.00** for the above Scope of Work I, and a Lump Sum Amount of **\$34,740.00** for the above Scope of Work II. Charges for any additional work will be done in accordance with the attached "Other Terms and Conditions."

TERMINATION AGREEMENT:

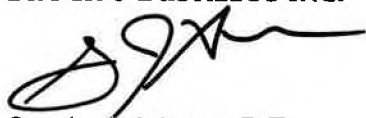
This agreement may be terminated without cause at any time prior to completion of work by either "**Alvidrez Architects**" or **BROCK & BUSTILLOS INC.** by seven days written notice to the other. Upon termination, "**Alvidrez Architects**" will owe **BROCK & BUSTILLOS INC.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Sergio J. Adame, P.E.
Vice President Engineering

Attachment: (1) Other Terms & Conditions

Authorization To Proceed

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____

July 08, 2025

David Alvidrez, AIA
Principal
Alvidrez Architecture
310 North Mesa, Suite 100A
El Paso, Texas 79901

CONSULTING STRUCTURAL ENGINEERING SERVICES

SUN METRO FLEET SERVICES BUILDING RESTORATION
CITY OF EL PASO SOLICITATION NO. 2025-0451R

Mr. Alvidrez,

This proposal is submitted in response to our selection for structural engineering services related to the reconstruction and restoration of the Sun Metro Transit Operations Center (TOC) located at 10151 Montana Avenue. We appreciate the City's confidence in our team and understand the significance of this high-profile project in restoring critical transit operations to full service after the devastating fire and explosion event.

The project scope, as we understand it, includes investigation of existing structural systems, evaluation of tilt-wall panels, service pits, and slab-on-grade elements, coordination of soil assessments and remediation, and the structural design of replacement and retrofit elements within the damaged TOC facility. We understand the building will remain within its current footprint and is anticipated to be reconstructed to modern life safety, structural, and operational standards.

PROJECT DESCRIPTION

On February 11, 2025, a catastrophic explosion and subsequent fire significantly damaged the Sun Metro Transit Operations Center. The structural steel roof system collapsed in areas, and the tilt-wall panels, service pit structures, and underlying foundation systems were exposed to significant direct flame exposure, thermal effects, physical forces as the building structure deformed and shifted load paths. Additionally, a significant amount of water was placed on the site to combat and extinguish the fire which potentially exposes to the underlying soils to rapid and sudden erosion and loss of density.

Our role as structural engineers is to lead a detailed forensic and technical investigation of these structural systems, coordinated closely with the City of El Paso and the design team assembled by Alvidrez Architecture. We must ensure that the new design provides durability, resilience, and operational flexibility for decades to come. Additionally, we are aware that the tragic incident at the Sun Metro Transit Operations Center has placed the City of El Paso in a position of intense public scrutiny and operational urgency. As the owner and operator of a municipal transit hub that supports critical mobility functions across the region, the City faces several overlapping pressures that shape this restoration effort.

PUBLIC ACCOUNTABILITY AND MEDIA EXPOSURE

Given the severity of the incident, including the loss of life, the City has communicated to the design team, a heightened obligation to act with transparency, diligence, and professionalism throughout the recovery process. This project must demonstrate that

safety, regulatory compliance, and engineering competency are present in all design decisions. Kilo Structures understands the inherent scrutiny associated with this public project. We are prepared to apply the necessary care towards this effort as a member of the design team to ensure that all assessments, design strategies, and construction documentation support a credible and defensible approach to the restoration efforts.

OPERATIONAL RECOVERY AND CONTINUITY

Sun Metro serves a large and diverse transit fleet. Timely restoration of fleet maintenance, inspection, and dispatch capacity is essential to minimizing disruption to public transportation services. Kilo Structures will coordinate its efforts around the central objective of re-establishing functional capacity without sacrificing long-term performance or life safety goals. Where additions or improvements are identified by Alvidrez Architecture, our firm shall endeavor to provide the design support necessary for such enhancements.

BUDGET AND SCHEDULE DISCIPLINE

As with any public infrastructure project, the reconstruction of the TOC must proceed within a reasonable and publicly defensible budget. Our investigation-driven approach is designed to minimize rework, identify hidden conditions early, and avoid scope creep by providing clear, prioritized engineering recommendations. Our team is committed to maintaining an efficient design delivery schedule that aligns with funding milestones and construction phasing goals. We believe our strong understanding of local trades and subcontractors can assist in providing strong recommendations to the team with respect to the structural systems and components.

CODE COMPLIANCE AND REFERENCE DESIGN STANDARDS

The reconstruction must comply with all current building standards, including:

1. 2021 International Building Code (IBC)
2. 2021 International Fire Code (IFC)
3. ASCE 7-16 structural loading standards
4. Review NFPA requirements for vehicle maintenance facilities and combustible material storage
5. City of El Paso permitting requirements and code interpretations
6. Coordination of Insurance Requirements. Presentation and responses to design review exercises between the owner and 3rd party professionals hired by the insurance carrier.

Kilo Structures will also ensure that the design accommodates the fire separation solutions from Alvidrez Architecture and City of El Paso officials. Also, the structural redundancy, and any hazard mitigation requirements that may develop from the efforts by the design team alongside Sun Metro officials and the City of El Paso.

TRANSPORTATION AND FACILITY-SPECIFIC GUIDELINES

The restored TOC must comply with standards and practices developed by agencies governing municipal and public transit infrastructure. These include, but may not be limited to:

1. FTA Facility Design Guidelines (Federal Transit Administration)
7. APTA Transit Facility Standards (American Public Transportation Association)

8. DOT/FTA guidance for vehicle maintenance and fueling infrastructure
9. EPA and local environmental ordinances related to fuel, fluid, and stormwater systems

We understand the facility's future operation will be tied to grant compliance, inspections, and ongoing reporting. Our structural design and documentation will support the regulatory standards identified by Alvidrez Architecture and Sun Metro.

EXISTING CONDITIONS – SITE OBSERVATIONS

Site reconnaissance and visual review of the damaged Sun Metro Fleet Services Building reveals significant structural and material distress throughout the affected areas. Based on current field documentation and photo evidence, the following key conditions have been identified:

1. **Structural Roof Collapse and Thermal Distress:** A substantial portion of the structural steel roof system has experienced collapse or major deformation. Exposed joists exhibit torsional failure, sagging, and signs of severe heat exposure, indicating complete loss of strength and structural continuity. Charred and oxidized surfaces on both primary and secondary framing members suggest prolonged exposure to extreme temperatures, necessitating full replacement.
2. **Tilt-Wall and Exterior Envelope Damage:** The tilt-wall panels enclosing the building show visible signs of high-temperature loading and mechanical separation at connection points. Some panels remain upright, but potential cracking, delamination, or anchorage failure is suspected, especially along the roof diaphragm interface and slab joint lines. Scaffolding installed to stabilize standing walls indicates an elevated risk of out-of-plane collapse, and further testing will be needed to evaluate reuse potential. At the North wing of the building (demolished), the tilt-wall panels have been demolished to the elevation of the floor slab. Reinforcement from the panels remains exposed.
3. **Service Pit and Slab-on-Grade Exposure:** The facility's slab-on-grade shows widespread surface scarring, spalling due to thermal shock, debris impact, and the possible presence of prolonged water saturation. Service pits have been significantly damaged, with lift assemblies, embedded steel elements, and conduit systems now fully visible. Concrete damage around these pits suggests both thermal spalling and the possible deformation of embedded steel components related to the maintenance pits and vehicle lifts.
4. **The slab surface throughout the bay shows clear indications of aggregate exposure, scaling, and delamination.** Loose debris and fragmented concrete are present, and discoloration and fine cracking suggest smoke absorption, water intrusion, and the surface contains a general distribution of spalling which resulted from thermal shock. It is unclear whether subsurface conduits or embedded service lines have retained their functionality, and a full system-by-system assessment will be required.
5. **The existing firewall was observed with some cracked in the mortar joints of the concrete masonry units.** This distress must be evaluated against the reports from the fire investigation and the continued observations/testing program assigned to the project.
6. **Portions of the existing tilt-wall panels remain in place below the existing slab on grade.** This location and others will require selective demolition scope to be prepared and applied to the possible use of the existing slab and foundation systems.

PROJECT APPROACH

Kilo Structures will execute a thorough, phased investigation and evaluation plan to assess the structural integrity of the Sun Metro TOC. This plan integrates our understanding of the site's damage with the City's goals for rapid recovery and resilient design. Our process includes:

PHASE 1 – SITE OBSERVATIONS AND DAMAGE MAPPING

1. Visual inspection of structural systems for deformation, spalling, detachment, or thermal exposure. A temporary shoring plan has already been deployed throughout the South wing of the Fleet services building. Our office shall complete an evaluation of the existing building structure to assess which materials and components are suitable for reuse.
2. Presentation of our findings to the extended design team to establish the focus of the assessment.

PHASE 2 – STRUCTURAL SYSTEM ASSESSMENT

4. Structural Observations and the determination of any Non-destructive testing (NDT) for concrete or structural steel elements which are selected to remain in place. Additional demolition for the existing conditions will be made with strong consideration of all project drivers outlined in this document.
5. Structural modeling to validate load paths and failure points.
6. Sampling steel components for thermal degradation analysis.

PHASE 3 – SLAB, PIT, AND PANEL EVALUATION (PLEASE REFER TO APPENDIX A)

7. Ground Penetrating Radar (GPR) to detect voids or subgrade anomalies.
8. Core sampling of slab and pit concrete for material strength, spalling, and saturation analysis.
9. Evaluation of lift embed steel, conduit, and water/electrical systems (MEP systems by others).
10. Tilt-wall assessment for structural attachment, movement, and reuse potential.

PHASE 4 – SUBGRADE ANALYSIS AND FOUNDATION PLANNING

11. Coordination of geotechnical borings and laboratory classification.
12. ReMi survey or seismic refraction for mapping subsurface variability.
13. Foundation retrofit analysis including helical piers, micropiles, or injection stabilization.

PHASE 5 – RECONSTRUCTION AND COORDINATION

14. Structural documentation for permitting: plans, calculations, and details.
15. Technical coordination with architectural, MEP, and civil teams.
16. BIM-based documentation and integration.
17. Construction phase support: RFI response, submittal review, structural observation.

As requested, we offer our professional opinion on potential salvage strategies:

OPTION A: Partial Slab Salvage

1. May retain intact structural concrete slab and pit infrastructure. Penetrations and trenching shall be required for new subsurface utilities and infrastructure.
2. Requires 6–8 weeks of testing for subgrade, steel embedments, integrity of existing utilities.
3. The long-term reliability of new slab elements, tied into the existing slab, will likely be less reliable than new construction. Soil compaction of new trenches can be performed but is typically not as reliable as new construction. Subgrade uniformity is best achieved with full building pads.
4. Surface repairs for the concrete slab will likely be widespread. These repairs can be effective and restore the slab. It must be considered, that such repairs may include costs and installation schedules very similar to new construction.
5. Subsurface stabilization options may be required. Soil injection and densification may be necessary. These practices can restore the slab but come with the mobilization of specialty trades and costs.
6. Aggressive testing and thorough observations can be effective in addressing most of the visible deficiencies present within the slab. It must be noted, however, that not all deficiencies present in the existing slab can be identified with the methods described herein. The care required for this project must include an awareness that additional unforeseen conditions may be present. The potential for additional discovery therefore must include some contingency for additional costs and schedule impacts.
7. Option A must be evaluated with all project Drivers identified in this proposal. This option must be scrutinized for BEST VALUE considerations towards all the drivers present within the project.

OPTION B: Full Slab Salvage

1. May retain intact structural concrete slab and pit infrastructure. Penetration(s) and trenching shall be required for new subsurface utilities and infrastructure.
2. Requires 6–8 weeks of testing for subgrade, steel embedments, integrity of existing utilities.
3. The long-term reliability of new slab elements, tied into the existing slab, will likely be less reliable than new construction. Soil compaction of new trenches can be performed but is typically not as reliable as new construction. Subgrade uniformity is best achieved with full building pads.
4. Surface repairs for the concrete slab will likely be widespread. These repairs can be effective and restore the slab. It must be considered that such repairs may include costs and installation schedules very similar to new construction.
5. Subsurface stabilization options may be required. Soil injection and densification may be necessary. These practices can restore the slab but come with the mobilization of specialty trades and costs.
6. Aggressive testing and thorough observations can be effective in addressing most of the visible deficiencies present within the slab. It must be noted, however, that not all deficiencies present in the existing slab can be identified with the methods described herein. The care required for this project must include the understanding that some additional unforeseen conditions may be present. The potential for additional discovery therefore must include some contingency for additional costs and schedule impacts.
7. Option A must be evaluated with all project Drivers identified in this proposal. This option must be scrutinized for BEST VALUE considerations towards all the drivers present with the project.

OPTION C: Full Slab Removal (Recommended)

1. Provides full design control, uniform subgrade performance.

2. Facilitates modern foundation, fire wall, and pit integration.
3. Reduces long-term liability and expedites design completion.

We recommend Option C as the most efficient and technically sound solution. Careful consideration of impacts to time and schedule must be carefully evaluated by the team. It is our opinion that this option may be most suitable for the complete list of pressures on the project described in this proposal.

PROJECT DELIVERY AND BIM CAPABILITIES

Kilo Structures maintains full in-house BIM capabilities and utilizes Autodesk Revit as our primary platform for modeling, coordination, and documentation. Our office is fully equipped to participate in a cloud-based BIM360 (Autodesk Construction Cloud) environment. We routinely engage in collaborative models with multi-discipline teams and are prepared to serve as host or contributor to the federated model for the Sun Metro TOC project.

For this assignment, we propose implementing a Level 3 BIM delivery process, in alignment with current industry standards. This includes:

1. Real-time model coordination with architecture, MEP, civil, and site utilities
2. Clash detection and resolution during design phases
3. Integrated detailing of structural-to-architectural interfaces
4. Coordination of foundations, service pits, and panel connections with other trades
5. BIM deliverables including sheets, 3D views, and extracted schedules

We are committed to a proactive and responsive delivery process that supports accurate documentation, effective team communication, and informed decision-making throughout design and construction.

COMPENSATION

Our office has arrived at a fee of \$135,280.00 for the complete structural engineering scope of services provided in this proposal. This fee includes the personnel hours within the spreadsheet required by the City of El Paso Purchasing department.

In consideration of the project's complexity, operational urgency, and the sensitivity surrounding the public and regulatory pressures, we respectfully recommend a fixed fee structure for the consulting structural engineering services. This approach provides cost transparency, schedule predictability, and accountability for the City of El Paso.

This fixed fee based approach aligns with industry benchmarks established by professional bodies such as the American Council of Engineering Companies (ACEC) and the AIA B101 Compensation Guidelines, which reflect reasonable multipliers based on project type, risk, and scope complexity. In this case, the investigation, forensic evaluation, and structural redesign of a fire-impacted municipal fleet facility require not only advanced technical judgment but also trusted relationships with local trades, real-time responsiveness, and a proactive role in interdisciplinary coordination. Some of this coordination may include the legal impacts and insurance carrier coordination during the design of repairs.

Given our established presence in the El Paso region and successful delivery of similarly complex and schedule-driven projects, we believe our compensation approach reflects both the professional care required and the critical importance of the restoration

of the Sun Metro facility. We are committed to supporting the City and the design team with clear communication, high-caliber documentation, and responsive engagement through every project phase.

We therefore respectfully request the consideration of a fixed structural fee at \$189,000.00 for the scope of services described herein. Such a fee would represent a percentage-based approach of 1.25% to 1.5% for consulting structural engineering where AIA B101 Architectural Fee Matrices indicate ranges of 7% - 10% of construction costs for civic buildings of complex conditions.

Our fee includes the scope of services outlined in this proposal:

1. Full investigation and field assessment
2. Coordination with structural reports and investigations completed for the explosion and subsequent fire
3. Design team understanding of insurance requirements, regulatory requirements and municipal standards
4. Coordination of geotechnical and testing consultants
5. Structural design for demolition, retrofit, restoration, stabilization and new systems
6. BIM modeling and permitting documentation
7. Construction administration and site visits

This fee includes all standard reimbursable expenses, and assumes testing, surveying, and geotechnical services will be contracted separately by Alvidrez Architecture or the City of El Paso.

DELIVERABLES

1. Sealed construction documents suitable for fabrication and installation.
8. Written technical specifications.
9. Responses to RFIs and site visit reports as applicable.

Thank you for the opportunity to submit this proposal and the inclusion of our firm for the this project. Please contact us for any additional discussions or coordination of the proposal.

Sincerely



Kilo Structures, Inc.
Edmund Castle, P.E.

APPENDIX A

SLAB-ON-GRADE AND SUBGRADE INVESTIGATION PLAN

INVESTIGATION TASK	PURPOSE	METHOD	REFERENCE
Core Sampling & Compression Testing	Confirm in-place concrete strength & condition	Cores at existing concrete slab.	ASTM C42
Rebound Hammer Testing	Map surface strength variability	Clear slab of all debris, wash clean, utilize Schmidt hammer every 4'-0" o.c. throughout the existing slab on ground.	ASTM C805
Petrographic Analysis	Detect fire damage, chemical degradation	Microscopic core analysis to examine the condition of the bond between the cement paste and aggregates. Specific microstructural deformations resulting from the heat and any compositional changes to the cement paste, ph or other stability properties must be evaluated.	ASTM C856
Surface Resistivity Testing	Assess corrosion potential from moisture intrusion	Four-point probe resistivity applied to the surface of the concrete at the extreme points of fire exposure. Consider the durability of the slab following repairs at tire tread interface. Determine suitability of repair materials to the surface.	AASHTO T358 / ASTM C876
GPR Scan for voids	Locate reinforcement, measure cover, detect anomalies	Electromagnetic scan / Ground Penetrating Radar can be applied in longitudinal and transverse runs across the slab to detect voids and the locations of existing underground infrastructure.	ACI 228.2R
Moisture & pH Testing	Determine slab chemical stability and water exposure	Calcium chloride / pH probes at the surface of the concrete where direct exposure to flame occurred. This will determine the efficacy of surface repairs and long term slab performance.	ASTM F2170, ASTM F710
DCP Testing	Assess shallow subgrade strength & compaction	Dynamic Cone Penetrometer at designated cores, roughly 20'-0" centers in each direction across the slab at locations of the most significant placement of water. Review fire investigation report to understand the locations. Anticipate 12-16 tests. Include tests at perimeter tilt-wall footings and the firewall.	Army Corps DCP Manual
SPT Borings	Identify soil strata, bearing conditions	Soil borings with split spoon sampler	ASTM D1586

INVESTIGATION TASK	PURPOSE	METHOD	REFERENCE
Seismic Refraction or ReMi Survey	Map subsurface stiffness, detect voids	Surface wave velocity testing for density and subgrade conditions across the site. Utilize two parallel runs across the length of the building. Utilize a transverse line at the fire wall and then every other bay to identify any variable stiffness or voids in the subgrade. Compare wave velocities with borings and original soils report.	ASTM D5777, D7625
Impact Echo / Ultrasonic Testing	Detect slab delamination or subgrade voids	Non-destructive pulse velocity test can be applied at locations of anomalies. These anomalies will be identified from rebound hammer tests and/or large surface irregularities.	ASTM C1383
Moisture Content & Atterberg Limits	Soil classification and water sensitivity	Oven dry, LL/PL tests. Samples will be from immediately below the slab and then the perimeter tilt-wall panels.	ASTM D2216, D4318
Elevation Survey / Differential Settlement	Map slab movement and identify distress zones	Digital level, total station, or laser scan to locate any surface irregularities. Identify any settlement or differential settlement conditions such as those observed at the firewall. Consider the evaluation of the exterior pavement.	Specification by kilo.

July 15, 2025

Revision No. 1

Mr. David A. Alvidrez, AIA, CNUP
Alvidrez Architecture, Inc.
310 North Mesa, Suite 100A
El Paso, Texas 79901

PROJECT: CITY OF EL PASO-SUN METRO TOC RECONSTRUCTION
10151 MONTANA AVENUE
EL PASO, TEXAS, 79925

DBR Engineering Consultants, Inc. is pleased to submit a fee proposal for Mechanical, Electrical, Plumbing, and Technology (MEPT) Engineering Services. 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 rebuild efforts of the Maintenance Bays at the Sun Metro maintenance center due to the fire. It is understood that this is a rebuild based on insurance claims and every effort is required to provide the exact same design and infrastructure as was in place prior to the emergency. Existing conditions will be reviewed in an initial site visit as well as any necessary follow-up visits in conjunction with the as-built drawings to provide exactly what was there previously, with the only exception being made to new code requirements requiring a difference in design intent. The RFQ associated with this work lists the gross square footage of the area in question as 37,000 SF, while the plans indicate that the area is closer to 30,000 SF. It is planned to have a licensed electrician test the existing conductors in underground conduits to confirm that they were damaged during the incident as well as having a licensed plumber scope the existing underground lines to determine the status of the pathways. It is expected that these items will require replacement, but the exact way they are replaced will depend on what the design team determines for the existing slab and if it needs to be replaced in its entirety or not. Currently the plan will be to remove the existing ductwork within the space, remove all piping and conduit to a specified distance on the "safe" side of the fire wall, remove all hose reels, and all the MEPT infrastructure that is on the "damaged" side of the fire wall for replacement. Specific items might be recommended during the design process as being able to be re-used, but at this time the plan is to replace everything that is routed into or through the tire shop, the tire bay, the four preventative maintenance inspection bays, six running repair bays, two heavy repair bays, two break bays, two tool boxes, the common work, and the heavy equipment storage areas. HVAC design efforts include, but are not limited to, the replacement of all air conditioning equipment and ductwork, exhaust equipment and ductwork, and vehicle exhaust equipment and ductwork. Electrical design efforts include, but are not limited to, the integration of all power requirements for equipment into the existing electrical infrastructure, power distribution to all point of use equipment and receptacles, lighting replacement and photometrics, and fire alarm replacement via performance specifications. The initial plan for the Fire Alarm system replacement will be to integrate into the existing system that should not require any building/system wide upgrades. Plumbing design efforts include, but are not limited to, the redistribution of water and sanitary lines within the area in questions such that they align with the existing infrastructure, redistribution of gas to the necessary equipment by tying into the existing gas service, redistribution of the specialty liquids used at the different work stations, and the fire sprinkler system to be tied into the existing system via performance specifications. Low Voltage design efforts include, but are not limited to, the redistribution of data drops, the cabling required for the new routing, locating the necessary wireless access points, providing restricted access to necessary areas, providing security cameras as needed, and ensuring everything is tied into the existing IT infrastructure. It has also been noted that there will need to be a methane gas detection system that is to be included within the maintenance bay.

SERVICES AND FEE DETAIL:

Fee Type: Fixed Fee Expenses: Included in Fee



Service(s):	Fee	Initial (If Approved)
MEPT Design Efforts – Maintenance Bays	\$83,065.00	
TOTAL	\$83,065.00	
Contractor Inspection Allowance(s):	Fee	Initial (If Approved)
Electrical and Plumbing Inspections	\$17,000.00	

All anticipated expenses are included in the fee stated above. These expenses encompass accommodations, airfare, mileage, document reproduction, and delivery costs.

SCOPE OF SERVICES:

Services, included in the scope of services, are marked with an "X" below. Alternate services, not included in the base scope of services, are notated by (Alternate). The additional services can be provided if requested for an additional cost. Services not listed are excluded from this proposal.

Disciplines included in Scope of Services:

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

(See following sections for specific task)

Document Submittals:

- ☒ Schematic Design (SD)
- ☒ Design Development (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 Documents (Div. 21, 22, 23, & 26)

Division 21 - Fire Sprinkler:

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

Division 22 - Plumbing:

- ☒ Piping Plans
- ☒ Risers
- ☒ Schedules
- ☒ Details
- ☒ Calculations
- ☐ Site Natural Gas
- ☒ Specialty Maintenance Fluids
- ☒ Compressed Air

Division 23 – Mechanical:

- ☒ 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)

Division 26 - Electrical:

- ☒ 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

Construction Documents (Div. 27 & 28)

Division 27 - Technology: IT Structured Cabling:

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

Division 27 - Technology: IT Network Equipment:

- ☐ 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

Division 27 - Technology: Integrated Audio-Video System:

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

Division 27 - Technology: DAS System:

- ☐ 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

Division 27 - Technology: Intercom/PA System:

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

Division 27 - Technology: Master Clock System:

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

Division 27 - Technology: Nurse Call System:

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

Division 28 - Fire Alarm:

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

Division 28 - Security: Intrusion Detection System:

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

Division 28 - Security: Access Control System:

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

Division 28 - Security: Video Surveillance System:

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

* Infrastructure only services include planning and documenting the field device locations, equipment room or enclosure's size and locations, underground and interior pathways, and coordination with other trades on power, cooling and clearance requirements.

Coordination Services:

- ☐ Coordinate with IT Network Service Provider for delivery to site
- ☐ 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 of MEP Systems
- ☐ LEED v4 Fundamental Commissioning and Verification
- ☐ LEED v4 Enhanced Commissioning
- ☐ Whole Building Commissioning
- ☐ Retro-Commissioning
- ☐ Re-Commissioning
- ☐ CHPS Commissioning
- ☐ Functional Testing of MEP Systems
- ☐ Technology/Security Systems Commissioning

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

Sustainability:

- ☐ Energy Modeling for Design Optimization
- ☐ Energy Modeling (Local Jurisdiction Compliance)
- ☐ Daylight Simulation
- ☐ System HVAC Comparisons
- ☐ Life Cycle Cost Analysis
- ☐ Energy Star Certification
- ☐ Energy Incentive Program documentation and application
- ☐ Solar Feasibility Study
- ☐ Solar Ready Design
- ☐ Net Zero Energy Design/Ready

Other Services:

- ☐ Bond Study
- ☐ Facility Assessment
- ☐ Comprehensive Technology Report/Plan
- ☐ Design Guidelines/Facility Standards Writing

MEPT Meetings and Travel Time:

- ☒ Perform initial general site observations to review existing conditions
- ☒ Attend design coordination meetings during Schematic Design stage.
- ☒ Attend design coordination meetings during Design Development stage.
- ☒ Attend design coordination meetings during Construction Document stage.
- ☒ 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 two (2) 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

ADDITIONAL SERVICES (NOT INCLUDED IN FEE):

- Value Engineering.
- Extended Construction Schedule.
- Additional Construction Meetings.
- Additional Design Meetings due to change of scope.
- Project delays.
- More than two (2) shop drawing reviews per product.
- System comparison or evaluation of systems.
- Envelope compliance documentation.
- Storm, Sanitary and Domestic water greater than 5' outside of building. Sub-surface drainage.
- Modification to base building utilities not within tenant space.
- Lightning protection.
- As-Built Drawings.
- Construction Estimating.

MEPT DESCRIPTION OF SERVICES AND HOURLY RATES:

1. **Schematic Design stage:** shall include meetings (*as notated above in scope of services*) with the client(s), to determine MEPT system selections, area requirements, and preliminary equipment location.
2. **Design Development stage:** shall include coordination meetings (*as notated above in scope of services*) with the client(s) 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 meetings (*as notated above in scope of services*) 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.

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

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 periodic job site visits meetings (*as notated above in scope of services*) when requested by client(s). We will be happy to perform additional services or additional observations as required by the client(s), in writing, on an hourly basis. We will provide documentation of all construction job site visits.

BILLING:

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

MEPT Design	
i. Schematic Design	15%
ii. Design Development	20%
iii. Construction Documents	45%
iv. Bid Negotiations	5%
v. Construction Administration	<u>15%</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		

ACCEPTANCE:

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, Senior Associate

Date: July 15, 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. This proposal will expire after ninety (90) days and will require renegotiation to proceed beyond that period.

JULIE ERICSON GEREDA
ARCHITECT / REGISTERED ACCESSIBILITY SPECIALIST, LLC

October 6, 2025

Mr. David Alvidrez
Alvidrez Architecture Inc.
310 N. Mesa Street, Suite 100A
El Paso, Texas 79901

Reference: Sun Metro Transit Operation Center Reconstruction
Accessibility Specialist Consulting

Dear Mr. Alvidrez,

Thank you for the opportunity to provide a proposal to provide consulting services for the above referenced project.

Proposed services include site visit, document any issues observed and prepare a report including photographs for your use and the owner's use as needed. I will use the current adopted codes used by the City of El Paso at this time along with Texas Accessibility Standards and any other requirements such as Public Right of Way Guidelines that also may be relevant to guide the assessment.

I propose a fee of \$ 8,480. If the scope of work changes significantly and time needed to assess the property or prepare a report are different from this estimate (more or less) my final invoice will reflect only actual time used.

Please let me know if you have any questions, comments or concerns. I look forward to this opportunity to work with you. Thank you for this opportunity.

Sincerely,



Julie Ericson Gereda
Architect
Registered Accessibility Specialist #222



Wiss, Janney, Elstner Associates, Inc.
711 Navarro Street, Suite 750, San Antonio, Texas 78205
210.826.4200 tel
Texas Registered Engineering Firm F-0093
www.wje.com

July 6, 2025

David A Alvidrez, AIA, CNUa
Alvidrez Architecture Inc.
310 North Meas 100A
El Paso, Texas 79901

Life Safety Code Consulting

Sun Metro TOC Reconstruction

Dear Mr. Alvidrez:

Wiss, Janney, Elstner Associates, Inc. (WJE) has prepared this proposal to provide life safety code consulting for the proposed reconstruction.

APPLICABLE CODES AND STANDARDS

The current applicable codes are as follows and will be referenced as part of this project:

- 2021 International Building Code (IBC), as adopted by City of El Paso.
- 2021 International Existing Building Code, as adopted by City of El Paso.
- 2021 International Fire Code, as adopted by City of El Paso.

BASE SCOPE OF SERVICES

WJE proposes to perform the following scope of services.

1. Document Review
 - a. Plan Review - Conduct one (1) review of Architectural Plans. The documents will be reviewed for compliance with the major, applicable fire protection and life safety requirements for the following topics of the applicable building and fire codes and submit one written letter to the Client.
 - i. Occupancy classifications.
 - ii. Fire rated occupancy separations.
 - iii. Building construction type.
 - iv. Exterior wall protection – fire separation distance.
 - v. Allowable area & height (calculations to be provided by the Client).
 - vi. Means of egress capacity and calculated occupant load (calculations to be provided by the Client).
 - vii. Means of egress (travel distance, common path, dead end, exit sign placement, egress illumination).
 - viii. Historic provisions.
 - ix. Vertical openings.

- x. Fire department access
 - xi. Fire alarm (design drawings)
 - xii. Fire protection (design drawings)
 - b. Code/Life Safety Plans – Redline mark-up the Client's Code / Life Safety plans once, as part of the above referenced architectural review. Submit the redlined Code/Life Safety plans to the Client
2. Code Consulting
- a. Provide up to 12 hours of life safety and building code consultation to the Client for issues arising from the services listed in the above review scope and general code questions when requested by the Client.

COMPENSATION

The proposed Base Scope of Services by WJE will be a fixed fee \$20,800.

CLIENT RESPONSIBILITIES

- Provide copy of Client or Owner rules, regulations, policies, and any other documents or information that relates to the scope of WJE's work.
- The Client will schedule and coordinate all project meetings and conference calls.

ADDITIONAL SERVICES

Work outside of the Scope specified in this proposal will be conducted on a mutually agreed upon basis. WJE will submit an estimate of the cost to the Client for approval prior to commencing work. Additional work may include, but is not limited to:

1. Additional consulting services and or plan reviews not included in Base Services.
2. Review of fire protection and fire alarm designs.
3. Development of alternate methods of construction and equivalencies.
4. Preparation and negotiation with AHJ's.
5. Meetings with Client or Owner not included in Base Services.

All WJE's work will be in accordance with our *Standard Terms and Conditions for Professional Services*, attached.

Thank you for the opportunity to submit this proposal. Should you have any questions or need any further information, please feel free to contact us at your convenience (phone: 210.683.0088; email: aalvarado@wje.com). Please signify if the terms of this proposal are acceptable by signing below and return one copy to our office e-mail (aalvarado@wje.com) as authorization to proceed.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Adriana Alvarado
Senior Associate

AA/rrWB

Agreed and approved

Name: _____ (please print)

Signature: _____

Title: _____

As Agent or Principal for: _____

Date: _____

FACILITY DESIGN

Ray Jurgen

REFERENCE: *SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION
SOL 2025-0451R*

In close collaboration with the Architect of Record, ALVIDREZ ARCHITECTURE INC., services will include:

- 1.1 **Review existing data:** review existing space planning data including previous reports and equipment schedules.
- 1.2 **Team participation:** participate in initial planning meeting.
- 1.3 **Review** requirements for vehicle repair bays, inspection and special use bays
- 1.4 **Review** requirements for workshops and material storage areas
- 1.5 **Review** storage requirements for equipment, parts and materials as appropriate.
- 1.6 **Space program** identifying requirements for the facility:
 - Vehicle Repair Bays
 - Shops
 - Maintenance + Repair
 - Tire storage
 - Parts
 - Define infrastructure requirements
 - Dimensional criteria for horizontal + vertical directions
 - Ancillary areas
- 1.7 **Equipment list** for vehicle maintenance and shops
- 1.8 **Collaborate** with Architect for final space and equipment layout.

Compensation for services will be provided as a **Lump Sum Amount of \$33,600.00** for the above Scope. Charges for any additional work will be considered if any major directives are issued.



7 July 2025

Mr. David A. Alvidrez, AIA
President
Alvidrez Architecture, Inc.
310 N. Mesa, 100A
El Paso, TX 79901
O 915.533.8200
David@alvidrez.com

Re: PROPOSAL FOR ENGINEERING SERVICES
ROOF CONSULTING SERVICES
RECONSTRUCTION FOR SUN METRO TRANSIT OPERATIONS PROJECT

Mr. Alvidrez, AIA:

Thank you for the opportunity to present you with a proposal for professional engineering services on the Reconstruction for Sun Metro Transit Operations Project located in El Paso, TX. The scope of our proposal would include professional services required during the construction and reconstruction, including the tie-in to the existing roof system as follows:

DESCRIPTION OF WORK

SCHEMATIC DESIGN - PHASE 1

- A. Perform building evaluation.
- B. Establish preliminary Scope of Work.
- C. Identify areas of concern for new work as well as existing conditions.
- D. Define preliminary drawings and/or sketches:
 - 1. Roof Plans
 - 2. Roof Details, including unusual and difficult transitions between walls and roof elements
- E. Define major waterproofing elements.
- F. Define the roofing and waterproofing specifications.

DESIGN DEVELOPMENT - PHASE 2

- A. Finalize Scope of Work.
- B. Establish tie-in options and weathertightness of the existing facility.
- C. Design major waterproofing elements.
- D. Design the roofing and waterproofing specifications.
- E. Develop drawings:
 - 1. Roof Plans
 - 2. Roof Details, including unusual and difficult transitions between walls and roof elements

CONSTRUCTION DOCUMENTS - PHASE 3

- A. Prepare construction documents agreed upon Scope of Work.
 - 1. Roofing Specifications
 - 2. Roof Plans
 - 3. Roof Details, including unusual and difficult transitions between walls and roof elements

PROPOSAL FOR ENGINEERING SERVICES
RECONSTRUCTION FOR SUN METRO TRANSIT OPERATIONS PROJECT
Page 2 of 2

BIDDING – PHASE 4

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

CONSTRUCTION ADMINISTRATION – PHASE 5

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

Fee Budget: \$ 23,040.00 Lump Sum

TERMS

Invoice for professional services will be issued upon the completion of each phase. Balance due for Construction Administration Phase 5 will be invoiced in monthly increments until completion of project, based on percentage of construction completed.

Phase 1 – Schematic Design	10%
Phase 2 – Design Development	25%
Phase 3 – Construction Documents	40%
Phase 4 – Bidding	5%
Phase 5 – Construction Administration	20%

KWA Engineering & Building Science Co., Inc., shall receive payment within thirty (30) days after receipt of invoice.

If you have any questions or wish to discuss the contents of this correspondence in more detail, please contact me at 806.705.7173 or via email at Brad.Draper@KWA-Engineering.com.

Respectfully,

Paul Bradford Draper

Digitally signed by Paul Bradford Draper
DN: C=US, E=Brad.Draper@KWA-Engineering.com, O=KWA
Engineering and Building Science Co., Inc., OU=Principal,
CN=Paul Bradford Draper
Reason: I am the author of this document
Contact Info: 806.705.7173
Date: 2025.10.09 09:43:41-0500

Paul Bradford "Brad" Draper, RRO, IIBEC
Firm Principal | Vice President in Charge of Design & Construction Operations

Cc: Job File



October 9, 2025

Mr. David Alvidrez
Alvidrez Architecture Inc.
310 N. Mesa Street, Suite 100A
El Paso Texas 79901

Reference: Sun Metro Transit Operation Center Reconstruction
Cost Consulting

Dear Mr. Alvidrez,

Thank you for the opportunity to provide a proposal for cost consulting services for the above referenced project.

Proposed services include cost consulting, cost estimating services for all civil, structural, architectural, fire protection, mechanical, electrical, electronic safety and security systems, communications systems pathways and cabling and A/V technology systems.

I propose a fee of \$41,240. If the scope of work changes, this fee may be revisited.

Please let me know if you have any questions or concerns.

Thank you

Jon Balis, PMP

4600A Montgomery Blvd NE, Ste. 202, Albuquerque, New Mexico, (505)883-7990

15 July 2025

Brad R Thompson

Capital Improvement Department
218 N Campbell St., Second Floor
El Paso, Texas 79901

**REFERENCE: SUN METRO TRANSIT OPERATIONS CENTER BUS CANOPIES
SOL 2025-0451R**

Dear Mr. Thompson:

We appreciate your consideration of our Studio to provide Architectural + limited Engineering services for the above referenced Project. AAInc. is committed to working efficiently and creatively to meet and exceed the needs of the Sun Metro TOC Bus Canopy Structures.

The following is a brief description of design and construction document services. These various phases are typical for the architectural/engineering industry and correlate with the phases of design and construction. Services will include architecture, civil, structural and electrical and plumbing services.

SCOPE OF WORK:

Bus Canopy Structures:

Add Bus Canopy Shade Structures at northeast section of site at existing structural piers to match the existing bus canopy assemblies. Provide electrical and plumbing infrastructure. It is understood that the Bus Canopies Project will be separately funded from the Reconstruction Project, therefore, it will be managed as an independent Project. Provide infrastructure only for future solar panel installation by others.

Services to be performed:

1. PROGRAMMING | PREDESIGN

- 1.1 Design Team visit and evaluate existing layout, piers and electrical, plumbing infrastructure.
- 1.2 Review + evaluate concrete paving, joints + sealant.
- 1.3 Conference with COEP to establish Project Timeline + responsibilities.
- 1.4 Establish special systems requirement.

2. SCHEMATIC DESIGN | PRELIMINARY 30%

- 2.1 The Architect will review the requirements of the project as described by the Owner and will review the understanding of such requirements with the Owner.
- 2.2 Based on the mutually agreed upon requirements, the Architect will prepare, for approval by the Owner, Design Documents consisting of drawings illustrating the scale and relationship of project components.

3. DESIGN DEVELOPMENT | PRE-FINAL 60%

- 3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical, electrical and special systems, materials and such other elements as may be appropriate.

4. FINAL DESIGN 90%

- 4.1 Based on the approved Design Development Design Documents and final comments, the Architect will finalize Contract Documents to a 90% completion level.

5. FINAL DESIGN 100%

- 5.1 Based on the approved Final Design Documents and final comments, the Architect will finalize Contract Documents to a 100% completion level.
- 5.2 Submit to COEP for final review and comments.

6. PERMITTING

- 6.1 The Architect, following the Owner's approval of the Contract Documents, will assist the Owner in obtaining construction permits.

7. CONSTRUCTION ADMINISTRATION

- 7.1 Architect will function as the Owner's Representative with the commitment to protect the Owner's interest in the construction of this Project.
- 7.2 Contract Administration will include observation of construction, AOC conference attendance, checking of project shop drawings, reviewing of Contractors application for payment inclusive of conditional and unconditional lien releases, responding to Contractor RFI's, issue ASI's, prepare field reports and assure submittal of Contractor close out documents and warranty items.

Compensation for services will be provided as a **FIXED FEE of NINETY-EIGHT THOUSAND SIX HUNDRED FIFTY TWO (\$98,652.50) DOLLARS, INCLUSIVE OF Reimbursable Expenses.** Services are to be invoiced monthly per percentage of completion per the service phases outlined in the Contract. The proposed fee is inclusive of Professional Consultants as itemized:

Basic Services:

1. Architect	\$ 60,550.00	
2. Civil	\$ 11,110.00	
3. Structural	\$ 17,760.00	
4. MEP	\$ 8,512.50	
SUBTOTAL		\$ 97,932.50

Reimbursable expenses are in addition to Basic Services Fees:

1. Printing	\$ 600.00	
2. Gas	\$ 120.00	
SUBTOTAL		\$ 720.00

TOTAL BASIC SERVICES + REIMBURSABLE EXPENSES \$ 98,652.50

Barring unforeseen circumstances, we will complete the services to be performed as expeditiously as possible upon authorization to proceed to align with the COEP Sun Metro proposed timeline.

The following services are not part of the basic services to be provided:

1. Providing planning surveys, site excavations, environmental studies, special surveys, etc.
2. Providing coordination of Work performed by separate contractors or by the Owner's own forces.
3. Revising Drawings or other documents when such revisions are inconsistent with written approvals or revision of codes, laws or regulations subsequent to preparation of such documents or are due to other causes not solely within the control of the Architect.
4. Providing any other services not otherwise included in this letter or not customarily furnished in accordance with general accepted architectural practice.
5. **Modifying contract documents per Scope changes after construction award.**
6. **Modifying contract documents per Value Engineering re-design.**

We appreciate the opportunity to provide you with our proposal for services as outlined above. Please contact this office if you should have any questions regarding services to be performed. We look forward to continuing our working relationship with the City of El Paso.

Respectfully,
ALVIDREZ ARCHITECTURE INC.

David A. Alvarez, AIA, RID, CNUA

E://25.19.01/doc/design/proposal

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512)305-9000, has jurisdiction over individual licenses under the Architects Registration Law, Texas Civil Statutes, Article 249."

Project Name:	Sun Metro TOC Bus Canopies
Firm Name:	Alvidrez Architecture Inc.
Date:	7/14/2025
Project Manager:	David Alvidrez AIA

[illegible]

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

[illegible]

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

SUN METRO TRANSIT OPERATIONS CENTER BUS CANOPIES
SOL 2025-0451R

Project Name	Sun Metro TCC Bus Canopies
Firm Name	DBR Engineering, Inc.
Date	7/15/2025
Project Manager	Ryan Miller, PE

[illegible]

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

For the “**ARCHITECT AND ENGINEERING SERVICES FOR THE SUN METRO TOC RECONSTRUCTION**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT/CONCEPT PHASE

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

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

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

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

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

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

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

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

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

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

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

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

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

BIDDING PHASE

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and

performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.
Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

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

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

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

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

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “**ARCHITECT AND ENGINEERING SERVICES FOR THE SUN METRO TOC RECONSTRUCTION**” hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$1335923.5** 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

The compensation for each task is described in Attachment “A”. The Consultant shall bill the Owner on a monthly basis through written invoices. The Owner shall make payments upon presentation of the Consultant’s detailed invoice and accompanying summary and progress report and owner’s written approval.

Sun Metro TOC Reconstruction	\$1,201,751.00
Sun Metro TOC Bus Canopies	\$98,652.50
	Total: \$1,300,403.50

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

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

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

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

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

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

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

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

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

DELIVERABLE SCHEDULE

CONCEPT PHASE

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

PHASE I—PRELIMINARY DESIGN PHASE

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

PHASE II—PRE-FINAL DESIGN PHASE

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

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

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

PHASE V - CONSTRUCTION PHASE

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

ATTACHMENT "E"
INSURANCE CERTIFICATE



ALVID-1 OP ID: JN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2025

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 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 Sellers Insurance Agency, Inc. 8900 Viscount Blvd Suite A-Q El Paso, TX 79925 Jonathan M. Nicely	CONTACT NAME: Jonathan M. Nicely PHONE (A/C, No, Ext): 915-778-5463 E-MAIL ADDRESS: jonathan@sellersinsuranceelp.com FAX (A/C, No): 915-779-1351																					
INSURED Alvidrez Architecture, Inc. & David Alvidrez Associates, Inc 310 N Mesa El Paso, TX 79901	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Liberty Mutual Insurance</td><td></td></tr><tr><td>INSURER B:</td><td>A.M.Best Company 'A' Excellent</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Insurance		INSURER B:	A.M.Best Company 'A' Excellent		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	BZS57142041	02/19/2025	02/19/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	BZS57142041	02/19/2025	02/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 2,000,000 PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X	USO57142041	02/19/2025	02/19/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	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 Y N/A	XWS57142041	02/19/2025	02/19/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project:
SOLICITATION 2025-0451R AE Services for the Sun Metro TOC Reconstruction

CERTIFICATE HOLDER

CANCELLATION

CAPITAL IMPROVEMENT DEPARTMENT
Contract Development Coordinat
218 N. Campbell
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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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/22/2025

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

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Lily Easterling PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: lily.easterling@usi.com																					
INSURED Alvidrez Associates, Inc. dba Alvidrez Architecture, Inc. 310 N. Mesa, Suite 100A El Paso, TX 79901	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Arch Insurance Company</td><td>11150</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Arch Insurance Company		11150	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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A	Professional Liab Claims Made & Rep			PAAEP0116306 Retro: 11/1/1983	11/01/2025	11/01/2026	\$1,000,000 per claim \$2,000,000 annl aggr.

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

RE: Project: Solicitation 2025-0451R AE Services for the Sun Metro TOC Reconstruction.

CERTIFICATE HOLDER**CANCELLATION**

Capital Improvement Department Contract Development Coordinator 218 N. Campbell El Paso, TX 79901	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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