

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

AGENDA DATE: 7/2/2024

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 1

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

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City Of El Paso and Dekker, L.L.C., a Texas Company, for a project known as "Architect and Engineering Services For The El Paso Police Department Headquarters" for an amount not to exceed \$4,058,587.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$4,158,587.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

This contract is for Architect and Engineering services for the El Paso Police Department Headquarters project that was approved as part of the 2019 Public Safety Bond. This project consists of a 100,000 square feet facility that will be situated with close proximity to the Public Safety Academy. The facility will house executive PD staff and multiple specialized departments such as the Special Operations Bureau, Strategic Planning and Auxiliary Services, and Investigations Bureau which assume a pivotal role in fortifying the department's strategic posture. Administrative departments such Human Resources will also be included in the facility, cultivating a culture of professional development and well-being.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$4,058,587.00 – Community Progress Bond

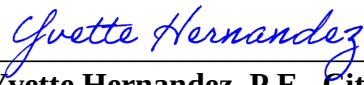
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



Yvette Hernandez, P.E., City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Dekker, L.L.C., a Texas Company, for a project known as “Architect And Engineering Services For The El Paso Police Department Headquarters” for an amount not to exceed \$4,058,587.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$4,158,587.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ DAY OF _____ 2024.

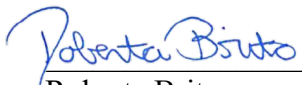
CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

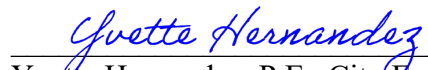
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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



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

EVALUATION COMMITTEE SCORESHEET SUMMARY															
SOLICITATION #2024-0351R															
ARCHITECT & ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS															
Consultant	ALVIDREZ	ARCHITECTS DESIGN GROUP	ASA ARCHITECTS	BRINKLEY SARGENT WIGINTON	BRW ARCHITECTS	COUNTRYMAN	DECKER PERICH SABATINI	EXIGO	HUITT ZOLLARS	INSITU	MATERIA ARCHITECTURE STUDIOS	MJARES MORA	MNK ARCHITECTS	PARKHILL	WAINRIGHT & DALBIN
Rater 1	69	74	69	63	75	80	71	78	72	73	48	56	71	73	63
Rater 2	71	82	77	87	52	77	86	75	65	75	60	83	77	57	63
Rater 3	62	71	68	67	74	79	70	76	71	70	52	64	70	72	62
Rater 4	49	79	61	77	45	70	81	72	75	70	54	72	79	71	62
Rater 5	70	80	74	88	56	75	88	81	69	83	57	88	89	59	54
Total Rater Scores	321	386	349	382	302	381	396	382	352	371	271	363	386	332	304
References	3.3	9.9	3.3	9.9	2.7	10	6.3	3	3.3	3.3	0	9.9	3.3	2.8	6.2
Overall Score:	324.3	395.9	352.3	391.9	304.7	391	402.3	385	355.3	374.3	271	372.9	389.3	334.8	310.2

Rankings	Consultant
1	DECKER PERICH SABATINI
2	ARCHITECTS DESIGN GROUP
3	BRINKLEY SARGENT WIGINTON
4	COUNTRYMAN
5	MNK ARCHITECTS

Rankings	Consultant
6	EXIGO
7	INSITU
8	MJARES MORA
9	HUITT ZOLLARS
10	ASA ARCHITECTS

Rankings	Consultant
11	PARKHILL
12	ALVIDREZ
13	WAINRIGHT & DALBIN
14	BRW ARCHITECTS
15	MATERIA ARCHITECTURE STUDIOS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2024 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Dekker, LLC, a Texas company, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS”, 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 **\$4,058,587.00** for all basic services and reimbursables performed pursuant to this Agreement.

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

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

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

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

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is \$60,990,000.00, 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, **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:	DEKKER, LLC Kurt Morton 108 S Stanton Street 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.

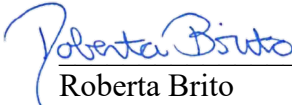
7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity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

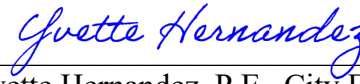
Cary Westin
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2024,
by **Cary Westin**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on the following page)

CONSULTANT:

By: Kurt Morton
Name: Kurt Morton
Title: Vice-President / Project Manager

ACKNOWLEDGEMENT

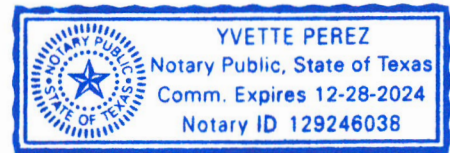
THE STATE OF TX §
COUNTY OF El Paso §

This instrument was acknowledged before me on this 17th day of June, 2024,
by Kurt Morton, Vice-President / Project Manager, on behalf of Consultant.

[Signature]
Notary Public, State of Texas

My commission expires:

12-28-24



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT “A” SCOPE OF SERVICES

The consultant shall provide all services including but not limited to:

- Planning utilizing programming provided by the City
- Architectural design
- Site master planning
- Utility coordination
- Traffic and pedestrian control engineering
- Interior design
- Presentation drawings for City’s use including renderings
- Landscape design (hardscape and planting)
- Civil engineering
- Mechanical and plumbing engineering
- Fire protection engineering
- Electrical engineering
- Structural engineering
- Geotechnical engineering
- ADA design
- TDRL registration and RAS Inspections
- Life safety and code analysis
- Permitting support
- Public outreach – coordination, presentation, renderings and report
- Energy modeling, building systems analysis, and commissioning as required for Green Globes certification
- Building Information Modeling (BIM)
- Exterior and parking lighting design
- Furniture, fixtures, and equipment (FF&E) coordination
- Security / force protection measures including ballistic protection, access control, intrusion detection, CCTV surveillance and recording, and Kronos clock installation
- Information technology and telecommunication design, including converged network, high density Wi-Fi, neutral host DAS
- Scheduling
- Cost estimating
- Fixture, furniture and equipment, design and specification
- Fire suppression consultation
- Sustainability consultant
- Geotechnical
- Surveying
- Third party cost estimating
- Special systems
- CMAR coordination

1.0 SERVICES REQUIRED

1.1 Programming and pre-design documents and reports (Pre-Design Phase)

During this phase, the firm shall coordinate with stakeholders to validate the requirements for development of the El Paso Police Department Headquarters. The firm will be expected to produce space planning options using the programming analysis that has already been approved by user department. The space planning shall include but not limited to, room data sheets with room specific information such as finishes data, power etc. and adjacencies diagrams and, program efficiency reduction strategies. The firm will also need to coordinate with all utility services providers, as well as the ongoing El Paso Public Safety Complex project.

The program provided by The City accounts for existing square footage, the amount currently required, and the projected area to meet growth and changes that may be anticipated over the next 5, 10, 15 and 20 years.

- Developing design criteria of the new El Paso Police Department Headquarters: proposed 100,000 sq ft building and parking needs for corresponding staff.
- Exterior and vehicle spaces (e.g., open material storage, vehicle circulation, employee parking, agency vehicle parking, visitor parking).
- Site spaces (e.g., landscaping, setbacks and stormwater management). Submit preliminary space needs program for review.
- Identify Green Globes opportunities to be used for planning and designing the facility.
- Develop preliminary bubble diagrams:
 - Preliminary bubble diagrams based on the information provided by the City.
- Prepare Programming Report:
 - Prepare a Facility Program Report to include a narrative description of all functional areas and operations, staff and vehicle projections, and the space program.
 - Address strategies for flexibility, centralization versus decentralization, phasing, future growth, expansion, sustainability considerations and Green Globes certifiable.

Deliverables:

- Preliminary design concept
- Room data sheets
- Programming report (delivered electronically via pdf) including:
 - Project overview / executive summary
 - Blocking and stacking diagram
 - Operational analysis

1.2 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 the firm will have had 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)
- Construction cost estimates

2.0 DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

2.1 Design Development (Pre-Final Design) Phase

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 (75% complete)
- Structural plan and details (75% complete)
- Electrical plan and details (75% complete)
- Horizontal control plan (100% complete)
- Construction notes (90% complete)
- Storm water pollution prevention plan (100% complete)
- Typical construction details (75% complete)
- Special construction details (75% complete)
- Site plan (60% complete)
- Grading plan (95% complete)
- Landscape plan (60% complete)
- Typical landscape details (60% 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)
- Construction cost estimates

○ **2.1.1- Pre-construction services**

The department intends to implement the construction of the project through a CMAR delivery method. The City intends to procure a Construction Manager at Risk (“CMAR”) during the schematic design (30%) design phase of the project for pre-construction services. The firm is required to work directly for the City and with the CMAR selected by the City in an active and collaborative manner to address schedule, constructability and budget.

The specific services required during this phase are:

- a) Coordination with the CMAR Contractor selected for this project, and at minimum shall meet with the CMAR Contractor twice a month to discuss the status of the design and key issues.
- b) Perform site visits as necessary and attend/facilitate meetings with District staff as necessary to develop and progress Design Development Documents. This includes coordination and review with the City.
- c) Prepare detailed and coordinated drawings and specifications for bidding purposes as needed by the CMAR.
- d) Coordinate with the Owner and CMAR to recommend and develop value Engineering costs, options and solutions. Pre-construction services will continue after GMP is awarded to work with CMAR to ensure final design (100%) construction documents are completed.
- e) Review budget submittals with the Owner and CMAR and assist in addressing budget impacts and/or scope creep resulting in budget impacts.

2.2 Final Design (90% 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 (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 (100% complete)
- Construction notes (90% complete)
- Storm water pollution prevention plan (100% 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)

2.3 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)

2.4 Community Engagement and Public Outreach

Consultant shall provide a comprehensive community engagement strategy document that outlines objectives, key messages, target audiences and methods of engagement. The firm shall assist the City with public outreach activities providing plans, exhibits and renderings showing the improvements. The firm shall be responsible to attend and make a presentation of the improvements and answer questions.

Consultant shall provide at least one meeting per district for planning and design phase design phase and a maximum of three public meetings with presentations renderings to be presented to the public.

2.5 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.

2.6 City Design Review

At completion of each design phase, the firm shall make documents available electronically, including a copy of design review documentation (redlines), to the City and stakeholder will review via similar PDF markup and editing software. City departments will have two weeks for review. After City Design review, the city will allocate the numbers of days the consultant will have.

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.

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

2.7 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.

2.8 Bidding, permitting and Construction Administration

2.8.1 For bidding purposes, the firm shall submit to the CMAR PDFs, AutoCAD and BIM files of the construction drawings, technical specifications, and scope of work. Design firm will work with the CMAR after GMP (60%) to ensure design and specifications meets the cost of work to complete construction documents. The firm shall coordinate with the CMAR to identify and include bid alternates when applicable and/or by requested by the Owner, receive RFI's and prepare / assist in issuance of any addenda.

After bid opening and before the 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.

2.8.2 Permitting

The firm is responsible to submit stamped construction drawings to the Building, Planning and Inspections department and/or authorities having jurisdiction for review and approval. The firm is also responsible to provide and/or address any comments and revisions required in order to obtain BP&I (building, permitting and Inspections) stamp and approval.

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

- Respond to requests for information from the contractor (RFIs).
- Provide advice and recommendations to the City.
- Provide contract drawing modifications for permit revisions (as required).
- Review contractor technical submittals and shop drawings in a timely matter.
- Attend weekly construction meetings with CMAR and City Representatives (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.

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

~~May 3, 2024~~
~~May 9, 2024~~
~~May 28, 2024~~
~~June 3, 2024~~

June 10, 2024 - REVISED

Marcella A. Attolini
Urban Design Manager
City of El Paso – Capital Improvement Department
City 2 – 218 N. Campbell, 2nd Floor
El Paso, TX 79901

**DEKKER
PERICH
SABATINI**
**Architecture
in Progress**

**Re: Solicitation #2024-0351R Architect and Engineering Services
for the El Paso Police Department Headquarters**

Dear Ms. Attolini:

Thank you for the opportunity to submit this fee proposal to provide architectural and engineering services for the El Paso Police Department Headquarters. The following is a description of our understanding of the requirements for the design of this new facility based on RFQ #2024-0351R and a follow-up meetings held with City of El Paso representatives on April 26 and May 23, 2024.

PROJECT UNDERSTANDING AND SCOPE OF WORK:

Dekker Perich Sabatini (DPS) understands the City of El Paso intends to construct a new Police Department Headquarters (PDHQ) on a campus with the new Public Safety Training Academy and Fire Department Headquarter (PSTA+FDHQ) complex on Martin Luther King Jr Blvd in northeast El Paso. We understand the project has a construction budget of \$60,990,000 and is to be planned as a 100,000 sf facility inclusive of the programmatic spaces shared with DPS at the conclusion of the meeting on April 26. The specifics of the facility program will be determined through programming phase meetings with the City and Police Department. We anticipate working closely with the City and the Police Department along with the Design/Build team for the PSTA+FDHQ to determine the optimal location on the new campus for the PDHQ in relationship with other functions of the PSTA+FDHQ and coordinate with the D/B team for site requirements to create a cohesive campus.

We understand the City of El Paso intends to procure a Construction Manager at Risk (CMAR) for the construction of the project. DPS will be available to assist with the selection of the CMAR, if requested, and we will work closely with the CMAR during the Pre-Construction phase of the CMAR's services to develop the design within the City's available budget.

We understand off-site utility extensions, Traffic Impact Analysis (TIA), TXDOT coordination, and clearing of unexploded ordnances (UXO) for the PSTA+FDHQ and PDHQ campus will be planned and included in the scope of the Design/Build team's work. We will fully participate in the coordination of these requirements with the planning and design requirements of the PDHQ.

SCOPE OF SERVICES:

DPS will provide as Basic Services and Supplemental Services, planning and design services as required under Section II of *Exhibit A* – RFQ Solicitation #2024-0351R inclusive of all consultants listed under Section III for the complete design of the new PDHQ. These services will include Programming (Pre-Design), Schematic Design (SD), Design Development (DD), Construction Documents (CD), Bidding & Negotiation/Permitting (BN), and Contract Administration (CA).

We anticipate CMAR Pre-Construction phase coordination to begin during Design Development and continue through the completion of Construction Documents. DPS will review CMAR cost estimates during design and work with the CMAR and City to present options and incorporate approved revisions to the project scope to keep the CMAR's GMP within the allowable budget.

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

During construction phase we will provide all required services outlined under Section 2.8.3 of *Exhibit A* – RFQ Solicitation #2024-0351R.

CONSULTANTS

The following consultants are included in this proposal:

1. Public Safety Consulting Architects: Crime Lab Design + SCHRADER GROUP
2. Interior Design: Dekker Perich Sabatini
3. Structural Engineering: Dekker Perich Sabatini
4. Civil Engineering: Quantum Engineering Consulting, Inc.
5. Landscape Architecture: Dekker Perich Sabatini
6. Communications (IT / AV / Security and Surveillance): DataCom Design Group, LLC
7. MEP Engineering: DBR Engineering Consultants, Inc.
8. Cost Estimating: CRM Cost Consulting, Inc.
9. Registered Accessibility Specialist: RASADAZZLE, LLC
10. Site Survey: Souder, Miller & Associates
11. Geotechnical Engineer: Terracon Consultants, Inc.

COMPENSATION

Our compensation is based on our understanding of the programmatic spaces required for the project will be closely aligned with the program file provided to DPS following our meeting on April 26. We understand a Crime Lab and Armory are excluded from this project.

We have based our fee on an assumed construction cost of **\$60,990,000**.

	Lump Sum
Basic Design Services – Pre-Design through CD Phases*	\$ 2,491,852
Basic Services – Time and Materials BN through CA (T&M)*	\$ 912,012
Supplemental Design Services – Pre-Design through CD Phases**	\$ 369,168
Supplemental Services – Time and Materials BN through CA (T&M)**	\$ 85,545
Supplemental Engineering Services***	\$ 127,500
Subtotal	\$ 3,986,077
Reimbursable Expenses****	\$ 72,510 Not-to-Exceed
Grand Total	\$ 4,058,587

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

**Supplemental Design Services include landscape design, telecommunications design, cost estimating, Registered Accessibility Specialist, and CMAR coordination during Pre-Construction phase.

***Supplemental Engineering Services include Geotechnical Engineering and Site Survey.

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

- Travel, lodging, and associated meal expenses for specialty design consultants
- Document printing for client reviews and presentations and shipping costs

BREAKDOWN OF FEE PER PHASE

	Phase Fee
Phase 1: Programming Phase (Pre-Design) -	\$ 113,645
Geotechnical Engineering & Site Survey	\$ 127,500
Phase 2: Schematic Design Phase (30% Design) -	\$ 689,489
Phase 3: Design Development Phase (60% Design) -	\$ 969,851
Phase 4: Final Design (90% Construction Documents) -	\$ 789,381
Phase 5: Final Design (100% Construction Documents) -	\$ 298,654
Phase 6: Bidding, Permitting (T&M) -	\$ 92,220
Phase 7: Contract Administration (T&M) -	\$ 840,880
Phase 8: Closeout (T&M) -	\$ 64,458
Total: 100% -	\$ 3,986,077

OVERALL PROJECT SCHEDULE

Based on the schedule provided in **Exhibit A** – RFQ Solicitation #2024-0351R, we anticipate a design schedule as follows:

Notice-to-Proceed.....	July 2, 2024
Programming (Pre-Design)	(4 weeks) July 30, 2024
City Review.....	(2 weeks) August 13, 2024
Schematic Design	(13 weeks) November 12, 2024
City Review.....	(2 weeks) November 26, 2024
Design Development.....	(17 weeks) March 25, 2025
City Review.....	(2 weeks) April 8, 2025
Construction Documents (90% Final).....	(13 weeks) July 8, 2025
City Review.....	(2 weeks) July 22, 2025
Construction Documents (100% Final).....	(4 weeks) August 19, 2025
City Review.....	(2 weeks) September 2, 2025
Bidding and Negotiation.....	(8 weeks) October 28, 2025

ASSUMPTIONS

- Clearing of unexploded ordnances (UXO) will be provided under separate contract and site will be cleared prior design team initiating site activities.
- Traffic Impact Analysis (TIA) for the PDHQ will be combined with the required TIA for the PSTA+FDHQ and all TXDOT required improvements to Martin Luther King Jr. Blvd will be improved as part of combined facility. DPS will coordinate for PDHQ with PSTA+FDHQ D/B team.
- Off-site utilities will be designed and constructed as part of the PSTA+FDHQ project and are not part of the scope of work of the PDHQ. DPS will coordinate for PDHQ with PSTA+FDHQ D/B team.
- 3rd Party Building Systems Commissioning to be contracted directly by the City of El Paso. DPS can assist in procuring these services, if needed.
- Project will be designed to be certifiable under the Green Globes program, but the City does not intend to pursue certification under any sustainability certification program.
- Cost estimates will be provided at the conclusion of each design phase.
- Time & Materials (T&M) amounts based on assumptions of 8 weeks for Bidding Phase, 70 weeks for Contract Administration Phase, and 4 weeks for Closeout Phase. If phase durations extend beyond the allotted periods, additional fee for time may be required.

EXCLUSIONS

- All activities related to locating, identifying, and clearing of potential unexploded ordnances is excluded from this scope of work.
- Resident Project Representative (RPR) services
- Traffic Impact Analysis and traffic engineering services
- Traffic signal design
- TXDOT requirements for modifications along Martin Luther King Jr. Blvd
- Re-zoning of property
- Off-site utility design
- Off-site drainage studies
- Environmental reports
- FEMA analysis and flood plain remapping, if applicable
- Permitting fees
- Commissioning of Building Systems
- Site and building wayfinding signage beyond code required signage
- Development of exhibits required for certification under any certification programs

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

We thank you for this incredible opportunity to serve the City of El Paso on this exciting and important project. Please let us know if the terms of this proposal are acceptable. Should you have any questions or additional requests, please do not hesitate to contact me on my cell at 806-236-3720.

Sincerely,
DEKKER PERICH SABATINI, LLC



C. Barry Taylor, AIA
Principal

Attachments: Exhibit A

ATTACHMENT "B"

TASKS:

										Phase Totals Basic + Supplemental Design Services
Basic Services		DPS	CLD+SG	Quantum	DBR	DataCom	CRM Cost Consulting	RASADAZZLE	Terracon	Phase Totals
Programming - Pre-Design	4 Weeks	\$47,560	\$46,510	\$13,545	\$6,030					\$113,645
Schematic Design (30% Design)	13 Weeks	\$361,530	\$181,460	\$14,195	\$67,350					\$624,535
Design Development (60% Design)	17 Weeks	\$563,040	\$123,058	\$31,235	\$135,350					\$852,683
Final Design (90% CD)	13 Weeks	\$420,160	\$79,106	\$9,790	\$133,455					\$642,511
Final Design (100% CD)	4 Weeks	\$132,880	\$27,138	\$6,310	\$92,150					\$258,478
Bidding & Permitting	8 Weeks	\$53,540	\$9,554	\$2,975	\$15,810					\$81,879
Construction Administration	70 Weeks	\$559,475	\$85,778	\$12,870	\$110,950					\$769,073
Closeout	4 Weeks	\$39,220	\$6,730	\$1,980	\$13,130					\$61,060
Consultant Totals		\$2,177,405	\$559,334	\$92,900	\$574,225				\$0	\$3,403,864
Supplemental Desgin Services		DPS	CLD+SG	Quantum	DBR	DataCom	CRM Cost Consulting	RASADAZZLE		Phase Totals
Programming - Pre-Design	4 Weeks	\$0			\$0					\$0
Schematic Design (30% Design)	13 Weeks	\$44,200			\$2,100	\$15,054	\$3,600			\$64,954
Design Development (60% Design)	17 Weeks	\$83,300			\$4,060	\$24,608	\$5,200			\$117,168
Final Design (90% CD)	13 Weeks	\$63,700			\$4,200	\$75,270		\$3,700		\$146,870
Final Design (100% CD)	4 Weeks	\$19,600			\$2,800	\$14,776		\$3,000		\$40,176
Bidding & Permitting	8 Weeks	\$3,900			\$280	\$6,161				\$10,341
Construction Administration	70 Weeks	\$46,375			\$140	\$22,292		\$3,000		\$71,807
Closeout	4 Weeks	\$2,300			\$280	\$818				\$3,398
Consultant Totals		\$263,375		\$0	\$13,860	\$158,978	\$8,800	\$9,700		\$454,713
Supplemental Engineering Services		DPS	CLD+SG	Souder Miller	DBR	DataCom	CRM Cost Consulting	RASADAZZLE	Terracon	Phase Totals
Programming - Pre-Design	4 Weeks			\$25,000					\$102,500	\$127,500
Schematic Design (30% Design)	13 Weeks									\$0
Design Development (60% Design)	17 Weeks									\$0
Final Design (90% CD)	13 Weeks									\$0
Final Design (100% CD)	4 Weeks									\$0
Bidding & Permitting	8 Weeks									\$0
Construction Administration	70 Weeks									\$0
Closeout	4 Weeks									\$0
Consultant Totals				\$25,000					\$102,500	\$127,500
Basic + Supplemental Services		\$2,440,780	\$559,334	\$117,900	\$588,085	\$158,978	\$8,800	\$9,700	\$102,500	\$3,986,077
Reimbursable Expenses		\$5,000	\$57,510			\$10,000				\$72,510
Consultant Totals + Expenses		\$2,445,780	\$616,844	\$117,900	\$588,085	\$168,978	\$8,800	\$9,700		\$4,058,587

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

For the “**ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS**” 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 EL PASO POLICE DEPARTMENT HEADQUARTERS**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$4,058,587** 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 described in attachment "B". Payment shall be made as a lump sum after completion of each task. The owner shall make payments upon presentation of the Consultant's Detailed invoice and accompanying summary and progress report and Owner's written approval

Basic Services	Phase Totals Basic + Supplemental Services
Programming - Pre-Design	\$113,645
Schematic Design (30% Design)	\$689,489
Design Development (60% Design)	\$969,851
Final Design (90% CD)	\$789,381
Final Design (100% CD)	\$298,654
Bidding & Permitting	\$92,220
Construction Administration	\$840,880
Closeout	\$64,458
Total	\$3,858,577
Supplemental Engineering Services	
Programming - Pre-Design	\$127,500
Reimbursable Expenses	\$72,510
Grand Total	\$4,058,587

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**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2024

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

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

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

COVERAGES

CERTIFICATE NUMBER: 1743837730

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		7012574490	1/1/2024	1/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		7012517254	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☐ CLAIMS-MADE			7012574781	1/1/2024	1/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
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 ☐	N/A	6080092607	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			106644542	1/1/2024	1/1/2025	Each Claim Aggregate 3,000,000 4,000,000

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

Certificate holder is additional insured with respect to General & Auto Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of El Paso
218 N. Campbell, 2nd Floor
El Paso TX 79901

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

AUTHORIZED REPRESENTATIVE

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