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

AGENDA DATE: November 8, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Yvette Hernandez, P.E. City Engineer, (915) 212-1860

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: No. 8 Nurture & Promote a Healthy, Sustainable Community

SUBGOAL: 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community.

SUBJECT:

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Carl Daniel Architects, Inc. for a project known as El Paso Health Department MCA Clinic for an amount not to exceed $384,530.00 and 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 $484,530.00 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:

The City has a Public Health Clinic in the MCA area that is being acquired by Texas Tech. Therefore, to maintain services including COVID response to the under-served Community in the area, the City requires another clinic. A new clinic will be designed and constructed on vacant land currently held in the City's inventory (4240 Alameda Ave.).

SELECTION SUMMARY: Consultant selection was performed in accordance with Texas Code Title 10 Subtitle F Chapter 2254 Subchapter A and the Capital Improvement Department Architectural and Engineering Professional Services Selection Procedure.

CONTRACT VARIANCE: N/A

PROTEST N/A

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: $384,530.00 Coronavirus State & Local Fiscal Recovery Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: Department of Public Health

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

DEPARTMENT HEAD: Assistant Director Capital Improvement

Jerry DeMuro/for

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 Carl Daniel Architects, Inc., a Texas corporation, for a Project known as **"EL PASO HEALTH DEPARTMENT MCA CLINIC"** for an amount not to exceed **$384,530.00**; 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 $484,530.00; 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 _____ 2022.

CITY OF EL PASO:

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

CITY OF EL PASO A&E SELECTION SCORESHEET

EVALUATION CRITERIA	SOLICITATION #2022-0972R Architect & Engineering Services ~ El Paso Health Department MCA Clinic							
	ArchiPELI	CDA - Carl Daniels Architects	CIRE3	Huitt Zollars	In Situ	Mijares-Mora Architects, Inc.	MNK Architects	Nine Degrees
Rater 1	46	80	16	63	76	59	65	58
Rater 2	34	72	39	57	70	57	66	39
Rater 3	87.5	88.5	89	88	90	91	87	86
Rater 4	64	87	26	50	78	59	68	48
Rater 5	34	72	39	57	70	57	66	39
	265.5	399.5	209	315	384	323	352	270

Scorer:

CDA - Carl Daniels Architects	**399.5**
In Situ	**384**
MNK Architects	**352**
Mijares-Mora Architects, Inc.	**323**
Huitt Zollars	**315**
Nine Degrees	**270**
ArchiPELI	**265.5**
CIRE3	**209**

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2022 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 Carl Daniel Architects, Inc., a Texas corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as **"**EL PASO HEALTH DEPARTMENT MCA CLINIC**",** hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; and

WHEREAS, the 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 **$384,538.00** 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 is **$**7,500,000.00, 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, as further described in Attachment "F".

--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:	CARL DANIEL ARCHITECTS, INC. Attn: Carl Daniel, President 305 Leon St. El Paso, TX 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:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
_____
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 _____, 2022, by **Tomás González,** as **City Manager** of the **City of El Paso, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____

(Signatures begin on following page)

CONSULTANT:

By: _____
Name: Carl Daniel
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 31st day of October, 2022, by Carl Daniel, on behalf of Consultant.

JENNIFER TERESA SCHMIDT
Notary Public, State of Texas
Comm. Expires 11-02-2024
Notary ID 130886497

_____
Notary Public, State of Texas

My commission expires:

11/02/2024

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT A
SCOPE OF SERVICES

The City of El Paso requires consulting services to provide facility programming, design and construction administration of a new El Paso Health Department Clinic to be located at 4240 Alameda, El Paso Texas. The clinic is to be approximately 8,000ft^2; minimum space requirements are identified in Table 1.

Table 1: Facility requirements)		
Department	**Programming**	**SF**
Health	Administration	640
Health	DIS	900
Health	Family Planning	1,400
Health	Immunization	750
Health	Specimen Receiving	300
Health	Tuberculosis Clinic	1,800
	General Circulation and Undefined space	2,210
	Total	**8,000**

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

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

Additional services

- TDRL Registration and RAS inspections.
- Fixture, Furniture and Equipment, design and specification
- Fire Suppression consultation
- Sustainability consultation
- Geotechnical Investigation
- Surveying
- Cost Estimating
- Special Systems design
- Commissioning Basic or advanced
- Code consultation

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

During this phase, the firm shall coordinate with stakeholders to validate the requirements for development of Health Dept. facility. The firm will be expected to produce architectural renderings, and space layout options. The firm may also be requested to coordinate with utility services providers.

Schematic Design (Preliminary) Phase

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

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

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

DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

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 (75% 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 (100% complete)
- Special Construction Details (75% complete)
- Site Plan (90% complete)
- Grading Plan (95% complete)
- Landscape Plan (90% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

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)

Cost Estimates

The firm shall develop and submit third party construction cost estimates in each design phase. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid

item expected from the lowest responsible bidder. The firm's final estimate shall take into account all labor costs that shall be based on the current City prevailing wage rates as adopted by the City Council as well as the current market for materials and equipment.

Design Analysis

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

City Review

At completion of each design phase, the firm shall make documents electronically, including a copy of design review documentation (redlines), electronically available to the City and stakeholder reviewers via BlueBeam Revu or similar PDF markup and editing software. 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.

Following the City's two-week review period, the firm shall meet with the City within three working days for review and disposition of reviewers' comments. A design review meeting (City Design Review- CDR meeting) will be scheduled to discuss the design comments and disposition with the user groups. Following the CDR the firm will be given approval to proceed to the next design phase.

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 Auto CAD and Building Information Model (BIM) files. As-builts are also to be provided following construction in AutoCAD format.

Bidding and Construction Administration

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

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

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

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

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

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

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

ATTACHMENT "B"

SECTION I – PROJECT OVERVIEW

The City of El Paso is seeking consulting services to provide facility programming, design and construction administration of a new El Paso Health Department Clinic to be located at 4240 Alameda, El Paso Texas. The clinic is to be approximately 8,000; minimum space requirements are identified in Table 1.

Table 1: Facility requirements)		
Department	**Programming**	**SF**
Health	Administration	640
Health	DIS	900
Health	Family Planning	1,400
Health	Immunization	750
Health	Specimen Receiving	300
Health	Tuberculosis Clinic	1,800
	General Circulation and Undefined space	2,210
	Total	**8,000**

SECTION II – SCOPE OF SERVICES

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

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

Additional services

- TDRL Registration and RAS inspections.
- Fixture, Furniture and Equipment, design and specification
- Fire Suppression consultation
- Sustainability consultation
- Geotechnical Investigation - Included
- Surveying - Included
- Cost Estimating - Included
- Special Systems design
- Commissioning Basic or advanced
- Code consultantation

1.0 SERVICES REQUIRED

1.1 Programming and predesign documents and reports (Pre Design) Phase

During this phase, the firm shall coordinate with stakeholders to validate the requirements for development of Health Dept. facility. The firm will be expected to produce architectural renderings, and space layout options. The firm may also be requested to coordinate with utility services providers.

1.2 Schematic Design (Preliminary) Phase

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

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

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

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 (75% 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 (100% complete)
- Special Construction Details (75% complete)
- Site Plan (90% complete)
- Grading Plan (95% complete)
- Landscape Plan (90% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

2.2 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)

2.3 Cost Estimates

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

2.4 Design Analysis

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

2.5 City Review

At completion of each design phase, the firm shall make documents electronically, including a copy of design review documentation (redlines), electronically available to the City and stakeholder reviewers via BlueBeam Revu or similar PDF markup and editing software. 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.

Following the City's two-week review period, the firm shall meet with the City within three working days for review and disposition of reviewers' comments. A design review meeting (City Design Review- CDR meeting) will be scheduled to discuss the design comments and disposition with the user groups. Following the CDR the firm will be given approval to proceed to the next design phase.

2.6 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 Auto CAD and Building Information Model (BIM) files. As-builts are also to be provided following construction in AutoCAD format.

2.7 Bidding and Construction Administration

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

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

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

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

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

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

3.0 SCHEDULE

The firm shall provide a design schedule from the preliminary phase to the final design phase. The firm shall also submit a detailed Design Monitoring Report describing how new changes were implemented, and how overall quality was controlled after each phase. This report will also include a compliance letter summarizing key points of the overall progress and demonstrating full compliance with ALL owner design requirements.

The City estimates that the project duration will be as follows:

Programming Phase (Pre-Design):	**30 consecutive calendar days**
Schematic Design Phase (Preliminary):	**120 consecutive calendar days**
Design Development Phase (Pre-Final):	**90 consecutive days**
Final Design Phase:	**25 consecutive days**
Bid and Permit Package	**15 consecutive days**
Competitive Bidding and Negotiated Proposals:	**TBD**
Construction Phase Services:	**TBD**

If the firm is to propose an alternate schedule it is to be included in the Statement of Qualifications.

20 October 2022

El Paso Health Department
MCA Clinic
4240 Alameda

Fee Summary

	Pre-Design	Schematic Design	Design Development	Final Design	BID	Construction Admin.	Totals
CDA	$22,290	$37,590	$41,680	$33,720	$8,855	$39,720	$183,855
MCI	$3,000	$5,000	$6,000	$11,500	$500	$4,000	$30,000
HKN	$0	$1,680	$2,240	$4,480	$0	$2,800	$11,200
ALEGRO	$0	$12,500	$17,500	$7,500	$2,500	$10,000	$50,000
BATH	$0	$15,000	$7,500	$7,500	$500	$5,000	$35,500
LANDSCAPE	$0	$1,920	$1,920	$1,440	$300	$540	$6,120
COST ESTIMATE	$0	$9,512	$11,548	$13,008	$0	$5,720	$39,788
ADA REVIEW & INSPECTION	$0	$0	$0	$725	$0	$500	$1,225
Survey	$11,000	$0	$0	$0	$0	$0	$11,000
Geotechnical	$0.	**$0.**	$15,850	$0	$0	$0	$15,850
TOTALS	$36,290	$83,202	$104,238	$79,873	$12,655	$68,280	$384,538

14 October 2022

EL PASO HEALTH DEPARTMENT
MCA CLINIC

4240 ALAMEDA AVENUE

Fee Proposal Breakdown

CARL DANIEL ARCHITECTS
305 LEON ST.
EL PASO TEXAS 79901

HOURLY RATES	
Principal	$200
Project Manager	$150
CADD Operator	$85
Clerical	$60

	Task	Principal Hours	PM Hours	CADD Hours	Clerical Hours	Totals Costs
	PROGRAMMING / PRE-DESIGN 30 CALENDAR DAYS					
1	Program Verification	6	0	0	6	$ 1,560.00
2	Site Visit Gather Information	4	0	0	0	$ 800.00
3	Site Plan Layouts	0	0	16	0	$ 1,360.00
4	Floor Plan Layout Options	12	0	40	0	$ 5,800.00
5	Renderings	12	0	40	0	$ 5,800.00
6	Owener Review Meetings	6	0	6	0	$ 1,710.00
7	In-House Coordination	12	0	12	0	$ 3,420.00
8	Design Monitoring Report	4	0	0	2	$ 920.00
9	Utility Service Coordination	4	0	0	2	$ 920.00
	SUBTOTAL HOURS	60	0	114	10	184
	SUBTOTAL COSTS	$12,000	$0	$9,690	$600	$22,290

14 October 2022

EL PASO HEALTH DEPARTMENT
MCA CLINIC

4240 ALAMEDA AVENUE

Fee Proposal Breakdown

CARL DANIEL ARCHITECTS
305 LEON ST.
EL PASO TEXAS 79901

HOURLY RATES	
Principal	$200
Project Manager	$150
CADD Operator	$85
Clerical	$60

	Task	Principal Hours	PM Hours	CADD Hours	Clerical Hours	Totals Costs
	SCHEMATIC DESIGN (PRELIMINARY) 120 CALENDAR DAYS					
1	Basis of Design Report	8	0	0	4	$ 1,840.00
2	Review Site Conditions	4	0	4	0	$ 1,140.00
3	Code Review	6	0	0	0	$ 1,200.00
4	Owner Review Meetings	9	0	4	0	$ 2,140.00
5	Site Visit	2	0	2	0	$ 570.00
6	CADD Drawongs (45 Sheets)	0	0	200	0	$ 17,000.00
7	Modular Furniture Coordination and Layout	8	0	16	0	$ 2,960.00
8	In-House Coordination	12	0	12	0	$ 3,420.00
9	Consultant Cooridination	8	0	8	0	$ 2,280.00
10	Outline Specifications	12	0	0	0	$ 2,400.00
11	Design Monitoring Report	6	0	0	4	$ 1,440.00
12	Cost Estimate Review	6	0	0	0	$ 1,200.00
	SUBTOTAL HOURS	**81**	**0**	**246**	**8**	**335**
	SUBTOTAL COSTS	**$16,200**	**$0**	**$20,910**	**$480**	**$37,590**

14 October 2022

EL PASO HEALTH DEPARTMENT
MCA CLINIC

4240 ALAMEDA AVENUE

Fee Proposal Breakdown

CARL DANIEL ARCHITECTS
305 LEON ST.
EL PASO TEXAS 79901

HOURLY RATES	
Principal	$200
Project Manager	$150
CADD Operator	$85
Clerical	$60

	Task	Principal Hours	PM Hours	CADD Hours	Clerical Hours	Totals Costs
	DESIGN DEVELOPMENT (PRE-FINAL) 90 CALENDAR DAYS					
1	Owner Review Meetings	6	0	6	12	$ 2,430.00
2	In-House Coordination	6	0	6	0	$ 1,710.00
3	Consultant Coordination	8	0	8	0	$ 2,280.00
4	Outline Specifications	12	0	0	0	$ 2,400.00
5	Code Verification	8	0	0	0	$ 1,600.00
6	CADD Drawings (45 Sheets)	30	0	240	0	$ 26,400.00
7	Modular Furniture Coordination and Layout	4	0	12	0	$ 1,820.00
8	Desing Monitoring Report	8	0	0	4	$ 1,840.00
9	Cost Estimate Review	6	0	0	0	$ 1,200.00
	SUBTOTAL HOURS	88	0	272	16	376
	SUBTOTAL COSTS	$17,600	$0	$23,120	$960	$41,680

14 October 2022

EL PASO HEALTH DEPARTMENT
MCA CLINIC

4240 ALAMEDA AVENUE

Fee Proposal Breakdown

CARL DANIEL ARCHITECTS
305 LEON ST.
EL PASO TEXAS 79901

HOURLY RATES	
Principal	$200
Project Manager	$150
CADD Operator	$85
Clerical	$60

	Task	Principal Hours	PM Hours	CADD Hours	Clerical Hours	Totals Costs
	FINAL DESIGN (CONSTRUCTION DOCUMENTS) 25 CALENDAR DAYS					
1	Owner Review Meetings	8	1	4	8	$ 2,570.00
2	In-House Coordination	15	0	10	0	$ 3,850.00
3	Consultant Coordination	15	0	8	0	$ 3,680.00
4	Final Specifications	20	0	0	20	$ 5,200.00
5	CADD Drawings (45 Sheets)	20	0	120	0	$ 14,200.00
6	Modular Furniture Coordination and Layout	6	0	12	0	$ 2,220.00
7	Design Monitoring Report	6	0	0	0	$ 1,200.00
8	Cost Estimate Review	4	0	0	0	$ 800.00
	SUBTOTAL HOURS	94	1	154	28	277
	SUBTOTAL COSTS	$18,800	$150	$13,090	$1,680	$33,720

14 October 2022

EL PASO HEALTH DEPARTMENT
MCA CLINIC

4240 ALAMEDA AVENUE

Fee Proposal Breakdown

CARL DANIEL ARCHITECTS
305 LEON ST.
EL PASO TEXAS 79901

HOURLY RATES	
Principal	$200
Project Manager	$150
CADD Operator	$85
Clerical	$60

	Task	Principal Hours	PM Hours	CADD Hours	Clerical Hours	Totals Costs
	BID PHASE / PERMIT 15 CALENDAR DAYS					
1	Pre-Bid Meeting	4	0	0	0	$ 800.00
2	Issue Addendum	6	0	15	0	$ 2,475.00
3	Review Bids	4	0	0	0	$ 800.00
4	Issue Permit Package	4	0	8	0	$ 1,480.00
5	Response to Permit Comments	6	0	16	0	$ 2,560.00
6	ADA Submittal	2	0	4	0	$ 740.00
	SUBTOTAL HOURS	26	0	43	0	69
	SUBTOTAL COSTS	$5,200	$0	$3,655	$0	$8,855

14 October 2022

EL PASO HEALTH DEPARTMENT
MCA CLINIC

4240 ALAMEDA AVENUE

Fee Proposal Breakdown

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EL PASO TEXAS 79901

HOURLY RATES	
Principal	$200
Project Manager	$150
CADD Operator	$85
Clerical	$60

	Task	Principal Hours	PM Hours	CADD Hours	Clerical Hours	Totals Costs
	CONSTRUCTION ADMINISTRATION PHASE					
1	Pre Construction Meeting	4	0	0	0	$ 800.00
2	Weekly Construction Meetings (48 Weeks)	96	0	20	0	$ 20,900.00
3	Review Submittals	12	0	30	0	$ 4,950.00
4	RFI Response	8	0	24	0	$ 3,640.00
5	ADA Review	4	0	0	0	$ 800.00
6	Punch List	6	0	0	8	$ 1,680.00
7	Close-Out Documents	10	0	30	0	$ 4,550.00
8	Review Pay Applications	12	0	0	0	$ 2,400.00
	SUBTOTAL HOURS	152	0	104	8	264
	SUBTOTAL COSTS	$30,400	$0	$8,840	$480	$39,720

PLANNING · ENGINEERING · PROJECT MANAGEMENT
MCi Moreno Cardenas Inc.
EL PASO • SAN ANTONIO

2505 E. Missouri Ave., Suite 100
El Paso, TX 79903
www.morenocardenas.com

October 13, 2022

Carl Daniel Architects
305 Leon Street
El Paso, Texas 79901

Attention: **Carl V. Daniel Jr., AIA, LEED AP, NCARB, CNU-a**

Reference: **New El Paso Health Department MCA Clinic**

Dear Carl:

Moreno Cardenas Inc. (MCi) is pleased to submit this proposal to provide civil engineering design, bidding, and construction administration services for the New El Paso Health Department MCA Clinic project (the Project). The Project consists of constructing a new health clinic with an approximate 8,000 gross square foot area. The construction cost is estimated to be between $2.8 Million to $3 Million. The health clinic will be constructed next to an old fire station that is no longer in operation located at 4240 Alameda Avenue, El Paso, TX 79905. It is assumed this old fire station will be demolished to provide more room for the new health clinic improvements.

SCOPE OF WORK

MCi will provide civil engineering design services consisting of preparing plans and technical specifications for the Project. The design will also include water and wastewater services to the new building. MCi will assist Carl Daniel Architects (CDA) with preparing costs of civil engineering related items/improvements. MCi will schedule up to four (4) site visits which will be provided during design and construction phases of the project. MCi will provide bidding and construction administration services which tasks are described further in this proposal. MCi will perform the scope of services described above by completing the following tasks.

PROJECT MANAGEMENT

- Perform contract administration and management duties for the additional services described above, preparation of monthly progress reports and invoices.
- Perform QC/QA reviews on submittals/deliverables.

UTILITY/AGENCY COORDINATION

- Coordinate with utility companies that will service the new building. To include EPWater, El Paso Electric Company, Texas Gas Service, and telecommunication providers.
- Coordinate with stakeholders having jurisdiction over the project including, the City of El Paso, TxDOT, and the Medical Center of the Americas (MCA).

PROGRAMMING PHASE

- Assist CDA with due diligence services to determine site/civil engineering items required for the site. Obtain utility service letters, evaluate access (ingress and egress) to the site, determine required amount of parking and ADA compliant parking spaces, determine drainage requirements for the site, determine zoning requirements, and provide rough order of magnitude costs related to site/civil proposed improvements.

- Responses from the due diligence services described above will be provided to CDA in written narrative format along with associated exhibits in electronic format.
- Meet with team to receive review comments on the Programming Phase report.

Programming Phase services lump sum fee:. $3,000.00

SCHEMATIC DESIGN PHASE

- Prepare Schematic Design (SD) Phase drawings consisting of: Site Plan, Drainage Plan, Water and Sanitary Sewer Service Extension Utility Plan.
- Prepare SD outline technical specifications.
- Assist CDA with opinion of probable construction cost estimate for site/civil items.
- Submit electronic SD design documents to CDA in PDF format.
- Meet with team to receive review comments.

Schematic Design Phase services lump sum fee:. $5,000.00

DESIGN DEVELOPMENT PHASE

- Prepare Design Development (DD) Phase drawings consisting of: Site Plan, Grading Plan, Drainage Plan, Water and Sanitary Sewer Service Extension Utility Plan, Details, and Storm Water Pollution Prevention Plans.
- Prepare DD technical specifications.
- Assist CDA with opinion of probable construction cost estimate for site/civil items.
- Submit electronic DD design documents to CDA in PDF format.
- Meet with team to receive review comments.

Design Development Phase services lump sum fee:.....$6,000.00

CONSTRUCTION DOCUMENTS PHASE

- Prepare Construction Document (CD) Phase drawings consisting of: Site Plan, Grading Plan, Drainage Plan, Water and Sanitary Sewer Service Extension Utility Plan, Details, and Storm Water Pollution Prevention Plans.
- Prepare CD technical specifications.
- Assist CDA with opinion of probable construction cost estimate for site/civil items.
- Submit electronic CD design documents to CDA in PDF format.
- Meet with team to receive review comments.
- Address final review comments, submit signed/sealed documents to CDA for permitting.
- Respond to comments received from reviewing entities and re-submit design documents to CDA for permit issuance.

Construction Document Phase services lump sum fee:. $11,500.00

BIDDING PHASE

- Prepare any necessary addenda to provide clarification responses to potential bidders questions.

Bidding Phase services lump sum fee:.....$500.00

CONSTRUCTION ADMINISTRATION PHASE

- Participate with Architect in the pre-construction conference.
- Review contractor's submittals.
- Monitor the progress of work (number of site visits at the discretion of MCi, but not to exceed two visits).
- Make clarifications/interpretations of contract documents through RFI's/ASI's.
- Assist Architect with sitework change orders.
- Conduct substantial/final completion site visits.
- Prepare reproducible set of record (civil) drawings.

Bidding Phase services lump sum fee:.....$4,000.00

Total lump fee:.....$30,000.00

EXCLUSIONS

- Programming phase services.
- Surveying services.
- Geotechnical Engineering services.
- Dry utility (gas, electric, and telecommunication) design services.

We will follow the project schedule for the timely completion and submittal of our deliverables. We will bill you monthly for the above services and fees. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project. We will furnish additional services as you may request. Additional services will be charged on the basis of the attached schedule of Hourly Billing Rates and Reimbursable Costs. Services resulting from significant changes in scope, extent or character of the Project or major changes in documentation previously accepted by the client where changes, are due to cause beyond the control of MCi are considered Additional Services. We understand that a formal contract will be executed between both parties.

We look forward to working with you on this project. Please call me if you have any questions regarding this letter proposal.

Sincerely,

Mark Medina, P.E.
Project Manager
Vice President

New El Paso Health Department MCA Clinic - Proposal - 11Oct22(Revised 13Oct22)
Enclosures
MM

PLANNING • ENGINEERING • PROJECT MANAGEMENT

MCi Moreno Cardenas Inc.

EL PASO • SAN ANTONIO

HOURLY BILLING RATES AND REIMBURSABLE COSTS

	Classification	Hourly Rate
1.	Principal Engineer	$312.80
2.	Senior Project Engineer/Manager	$169.66
3.	Project Manager	$145.80
4.	Engineer V	$143.15
5.	Engineer IV	$137.84
6.	Engineer III	$113.99
7.	Engineer I/II	$90.13
8.	Associate PM	$116.64
9.	Engineering Associate	$100.73
10.	Designer	$95.43
11.	Engineering Technician III	$84.83
12.	Engineering Technician II	$63.62
13.	Engineering Technician I	$53.02
14.	Administrative/Accounting Manager	$90.13
15.	Administrative/Accounting Assistant	$58.32
16.	Business Development Manager	$106.03
17.	IT Systems Administrator	$84.83
18.	Runner/Clerk	$47.72
19.	Resident Project Representative	$100.73
20.	Expert Witness Preparation and Testimony	$331.36

Reimbursable Costs

1.	Mileage:	$0.625/mile
2.	Sub-consultants:	Cost x 1.10
3.	All Direct Project Costs	Cost x 1.10
4.	Other reimbursable costs as determined by Project Principal.	

hkn engineers

Proposal

October 10, 2022

Mr. Carl Daniel, AIA
CDA Architects
305 Leon Street
El Paso, TX 79901

RE: El Paso Health Department – MCA Clinic

Mr. Daniel,

We are pleased to submit our proposal herein for structural engineering services related to the above-referenced project. We understand that the proposed project is a clinic with a total area of approximately 8,000 square feet. The new clinic will be a two-story building.

Our services will include the preparation of construction documents (structural drawings and specifications), answering any RFI, review of shop drawings, and up to 5 visits to the project site during critical phases of construction.

The total fee for our services stated herein is $ 11,200.00, which will be broken as follows:

Schematic Design Phase:	15%	$ 1,680.00
Design Development Phase:	20%	$ 2,240.00
Construction Documents Phase:	40%	$ 4,480.00
Construction Phase:	25%	$ 2,800.00
Total Basic Compensation:	100%	**$ 11,200.00**

We look forward to working with you on this project. Please feel free to contact our office with any further questions or comments related to the scope of work and proposed fee.

Sincerely,

Manuel A. Levario

Manuel A. Levario, P.E.

hkn engineers

May 17, 2022

Hugo Saldaña, AIA CNU-a
CDA ARCHITECTS

Re: Schedule of Hourly Rates

Dear Mr. Saldaña,

In response to your request, we are submitting herein our billing rate information. If you have any questions, please do not hesitate to give us a call.

Principal PM	$ 250
Project Engineer	$ 150
Staff Engineer I	$ 115
Staff Engineer II	$ 100
Senior Drafting/BIM Coordinator	$ 90
Drafting	$ 75
Administrative	$ 60

Very truly,

Manuel A. Levario

Manuel A. Levario, P.E.
President

October 10, 2022

Carl Daniel, AIA
CDA Architects, Inc.
305 Leon St.
El Paso, TX 79901

SUBJECT: ENGINEERING FEE PROPOSAL FOR COEP MCA Clinic.

Dear Mr. Daniel:

Thank you for the opportunity to submit this proposal to provide consulting engineering services. This proposal describes our project understanding, Scope of our Work, and Proposed Compensation.

PROJECT UNDERSTANDING

It is our understanding that the City of El Paso intends to build a new 8,000 s.f. two story clinic at 4240 Alameda Ave. in El Paso, Texas. Currently there is a Fire Station on site, which maybe demolished. This is based on RFQ Solicitation Number #2022-0972 and email sent to us on October 10, 2022. The design phase will be broken into Schematic Design, Preliminary Design (50% Complete), Pre-Final Design (90% Complete), and Final Design (100% Complete). This fee proposal is for Mechanical and Plumbing Engineering Design Basic Services.

We understand that the site for the new facility has adequate utilities available, and Alegro Engineering will coordinate with Texas Gas Service and El Paso Water Utilities the services for the future building.

SCOPE OF OUR WORK

Assumptions regarding our scope of work:

- Our systems design maybe generated in MEP AutoCAD or REVIT at our discretion. If we choose REVIT, the 'model' will only be accurate to a 2-dimensional level. The model will not be intended to be used for generation of three-dimensional construction drawings.
- The project is anticipated to be a single design package.
- Design of Mechanical and Plumbing Systems.
- Design will be based on the Schematic Design developed scope, with no major changes in scope or system approach.
- There is no foodservice requirement in this project.
- The work will be issued for bid and that bidders (both contractor and subcontractors) will be qualified to perform the work.
- We will develop an "Opinion of Probable Construction Cost" made on the basis of our professional judgment and experience. We make no warranty express or implied, that bids or the negotiated cost will not vary from the "Opinion of Probable Construction Cost". Alegro Engineering, LLC has no control over the cost or availability of labor, equipment, or materials, over market conditions or the Contractor's method of pricing.

Schematic Design

- Preliminary calculations to determine overall capacities of HVAC and plumbing needs.
- Narrative describing systems and approach for mechanical and plumbing systems.
- Opinion of Probable Construction Cost based on cost/square foot using Costworks 2022/2023 (RS Means Construction Cost Data software).

- Participation in Owner's Review if required.

- **Preliminary Design (50% Construction Documents)**
- Based on the Owner's approval of the Schematic Design Documents and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, we will prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to mechanical and electrical systems, and such other elements as may be appropriate.
- Cut-sheets for Basis of design of Proposed Plumbing and Electrical Fixtures, and Air Conditioning Equipment.
- Update the Opinion of Probable Construction Cost

Pre-Final Design (90% Construction Documents)

- Based on the Owner's approval of the Preliminary Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, we will prepare Construction Documents for the Owner's approval.
- Location and installation details for the new equipment and systems showing piping, ductwork, controls, plumbing, power, lighting, special systems, Fire Alarm System, and building fire protection systems if required (performance specifications).
- Design of Fire Alarm System.
- Telecommunication and Special Systems: Design of raceway, pathway and infrastructure to support the project's telecommunication and special systems. This design is limited to conduits, boxes, cable tray, line voltage, backboards and grounding connections.
- Update the Opinion of Probable Cost.

Final Design (100% Construction Documents)

- Based on the Owner's approval of the Pre-Final Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, we will prepare Final Design Documents.

Bidding and Negotiation Services

- Assistance with project team in bidding/negotiation of the Mechanical and Plumbing construction work.

Construction Period Services

- Shop drawing review, and a maximum of twelve (12) site visits during appropriate stages for observation of construction work, including final site visit with final punch list and punch list verification. Construction Administration services beyond proposed will be handled as additional services and charged hourly.
- Review of MEP record drawings and project closeout documents prepared by the Contractor.

Exclusions

- Design of utility system improvements or expansion.
- Extensive representation on site or commissioning of MEP systems. Commissioning might include but not be limited to the following: Detailed systems operation verification ; point-by-point control/wiring systems checkout ; verification of compliance with design criteria ; assisting Owner and Contractor in critical path start-up; assisting User with performance verification; proactive conflict resolution; and maintenance staff training.

- Detailed computer analysis of existing mechanical equipment and piping, distribution systems in order to determine their capabilities to serve proposed new facilities.
- Computerized energy analysis and/or life cycle cost studies or system alternatives.
- Design and analysis of site drainage or landscape irrigation system.
- Design of piping and head lay-out for building sprinkler fire protection systems.
- Structural Engineering design and/or details associated with the support of mechanical, electrical and plumbing systems (for example, light pole supports, concrete housekeeping pads, support structures for cooling towers or other ground mounted equipment, seismic support for piping, conduit and equipment, or other supports not specifically listed but needed for installation or code compliance.
- Preparation of reports or studies for additional work typically included as "Additional Services" in the standard AIA Agreement between Architect and Consultants.
- Plotting drawings on Mylar for any submission such as final construction documents, record sets, etc. If required, the cost of Mylar shall be submitted as a reimbursable expense.
- Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications, and other documents resulting therefrom.
- Services associated with LEED or Green Globes certification such as energy studies, daylight modeling, water savings estimates, and other tasks typically associated with assisting in submitting for LEED or Green Globes compliance. Such services are available as additional services.
- Design Services due to change orders requested by the Owner or Architect.
- Economic Analysis.

CONDITIONS OF AGREEMENT

- Any incentives clauses for the design team or contractor shall be disclosed at the time they are established. The design team shall be fully informed of such clauses and given the opportunity to participate if success of meeting the incentive clause requires additional effort on our part.
- Contingency Provision: The Architect and the Owner agree that certain increased costs and changes may be required because of possible omissions , ambiguities or inconsistencies in the drawings and specifications prepared by the Alegro Engineering, and therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve amount of 2-3% within industry standards percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against Alegro Engineering or its sub consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.
- Current conditions in the world due to natural disasters, political unrest or other economics may impact the project's construction cost beyond the design professional's control. The results of such unforeseen and unpredictable situations may adversely affect the cost of building materials as well as the overall cost of construction when related to energy costs. In today's extremely volatile climate **we can no longer be responsible for projects bidding within estimates of probable construction cost and therefore do not assume the liability to redesign a project when it bids under/over budget due to such unforeseen events.** These events often occur quickly and unexpectedly thus affecting the cost of construction immediately. Therefore estimates of probable construction costs cannot be determined with any accuracy for any period in the future. We therefore do not agree to comply with the typically used requirement that the design professional will redesign the project if it bids below/above the budget. We recommended the Owner acquire an independent construction cost estimating professional to provide advice and recommendations related to the probable construction cost of the project and the potential impact of world events. The Opinion of Probable Construction Cost is made on the basis of our professional judgment and experience. Alegro Engineering makes no warranty express or implied, that bids or the negotiated cost of the work will not vary

from the Opinion of Probable Construction Cost. Alegro Engineering has no control over the cost or availability of labor, equipment or materials, over market conditions or the Contractor's method of pricing.

- Should the project design schedule be delayed for any reason, for longer than 90 days, an additional service fee will be required. This may include services to assess implications of construction costs, possible resulting design changes, possible code changes, and to reorganize the design team to refamiliarize the team with the project.
- The premise of this agreement is that the prime consultant (Architect) is adequately insured for professional liability and is therefore liable for their portion of the work.
- Neither the professional activities of Alegro Engineering, nor the presence of Alegro Engineering or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques , or procedures necessary for performing , superintending , and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Alegro Engineering, LP and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, Alegro Engineering, LP, and our sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- Payment is due within thirty (30) days of the invoice date. Late payments shall accrue interest charges of 2.0% per month on the unpaid balance. Legal fees incurred in collecting past due amounts shall be reimbursed to Alegro Engineering, L.P. In addition, if bills are not paid within 45 days, the engineer may, after giving seven (7) days notice, suspend services under this agreement until payment has been made to engineer for all amounts past due. If collection of payments due are required architect/owner shall be subject to any collection and/or attorney fees associated with recovery of payments due.

STANDARD OF CARE

- The Design Professional's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Design Professional makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. The Design Professional shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements ("Laws") in effect as of the date of execution of this Agreement. It is understood, however, that various Laws are subject to varying and sometimes contradictory interpretation. The Design Professional shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with such Laws. The Design Professional cannot warrant that all documents issued by it shall comply with said Laws."

COMPENSATION

We propose to provide the indicated services on the following fee basis:

Lump sum fee:
Mechanical and Plumbing Basic Services: $ 50,000.00

Compensation for additional services shall be determined by the actual man-hours expended under the terms of the attached rate schedule dated January 2022.

BILLING AND PAYMENT

Invoices will be submitted on a monthly basis during design and construction based on the percentage of design completion. The total fee shall be proportioned to the phases of the project according to the following schedule:

Preliminary Design	25%
Pre-Final Design	35%
Final Design	15%
Bidding and Negotiation	5%
Construction phase	20 %

Payment is due within thirty (30) days of the invoice date. Late payments shall accrue interest charges of 2.0% per month on the unpaid balance. Legal fees incurred in collecting past due amounts shall be reimbursed to Alegro Engineering, LLC. In addition, if bills are not paid within 45 days, the engineer may, after giving seven (7) days notice, suspend services under this agreement until payment has been made to engineer for all amounts past due.

Thank you for the opportunity to submit the proposal. We look forward to working with you on this interesting and challenging project. Please contact us if you wish to discuss any aspect of this proposal.

Sincerely,

Rolando Legarreta, P.E.
Managing Partner

10/13/2022
Date:

FEE PROPOSAL ACCEPTED BY:

Accepted on this _____ day of _____, 2022

CDA

Carl Daniel, AIA

NOTE: This proposal is good for Fifteen days after date issued.

22-36 COEP – MCA Clinic

MECHANICAL AND PLUMBING ENGINEERING SERVICES
RATE SCHEDULE
EFFECTIVE JANUARY 2022

JOB DESCRIPTION	RATE
PRINCIPAL	$ 240.00
SENIOR MECHANICAL ENGINEER	$ 200.00
PROJECT ENGINEER/PROJECT MANAGER	$ 145.00
DESIGNER/GRADUATE ENGINEER/EIT	$ 120.00
COST ESTIMATION (OPINION OF PROBABLE CONSTRUCTION COST)	$ 110.00
BIM/CAD TECHNICIAN	$ 95.00
ADMINISTRATIVE ASSISTANT (CLERICAL)	$ 90.00

October 12, 2022

Carl Daniel, AIA
CDA Architects
305 Leon Street
El Paso, TX 79901

Reference: City of El Paso Health Department MCA Clinic

Dear Mr. Daniel:

I am pleased to present Bath's proposal for the design of electrical systems for the City of El Paso Health Department MCA Clinic. The project will consist of demotion of an existing building on site and new construction of an 8,000 Sf Clinic.

Bath proposes to perform professional engineering services as follows:

Basic Services

- Perform a visual field survey of existing site electrical and tel/data distribution systems.
- Develop site demolitions drawings.
- Coordinate with El Paso Electric for new electrical service.
- Coordinate with City of El Paso Tel/IT department and communications providers to extend new communications services to new building.
- Design electrical power, HVAC power, interior lighting, site lighting, and lighting controls for new building.
- Will provide rough-in and power for IT cabling, Card access, Audio Visual and other special systems.
- Server/IT room, CCTV, and Audio Visual equipment layouts, hardware, horizontal and backbone network cabling if required shall be defined and provided by Department IT staff.
- Design Fire Alarm layout and develop performance specification.
- If prewired furniture will be installed, wiring type (number of conductors) and layouts shall be provided to Bath by others prior to the SD submittal phase.
- Develop electrical specifications
- Submit electrical drawings and specifications in PDF format at the SD (Preliminary 50%), DD (Prefinal 75%) and 100% CD (Final), milestones.
- Bath will answer questions during bidding and will prepare addenda.
- During the construction phase, Bath will review submittal data and answer RFI's, perform substantial completion and final punch list.
- Develop record drawings incorporating contractors redlined as-builts.

Exclusions

Services not itemized above as Basic Services are not included in the fee below. We would be pleased to submit proposals for the Additional Services. Additional services include but not limited to:

- Exploratory demolition and investigation of existing utilities
- Changes of partial or completed designs due to change of project scope
- Design of special systems not indicated above
- Generator emergency power design
- Construction cost estimating
- LEED modeling or life cycle cost analysis
- Construction administration or site visits during construction.

We offer to perform the above basic services for lump sum fee as follows:

SD (Preliminary 50%)	$15,000
DD (Prefinal 75%)	$ 7,500
CD (Final 100%)	$ 7,500
Bidding	$ 500
Const. Admin	$ 5,000
Total	**$ 35,500**

We look forward to working with you on this project.

Sincerely,

Bath Engineering Corporation

Javier Garcia, P.E.
Vice President

BILLING RATE SCHEDULE
JANUARY 1, 2021

Position	Rate
Principal	$200
Sr. Engineer	$195
Engineer IV	$185
Project Manager	$175
Engineer III	$165
Engineer II	$150
Engineer I	$135
Sr. Designer	$165
Designer III	$150
Designer II	$135
Designer I	$125
CAD Technician	$80
CAD Operator	$70
Commissioning Manager	$195
Commissioning Engineer	$150
Commissioning Technician	$135
Construction Representative	$145
Administrative Assistant	$80

TERMS

1. Bath Group, Inc. dba Bath Engineering Corporation and Bath Commissioning Corporation corporate offices are at located at 4110 Rio Bravo, Suite 102, El Paso, Texas 79902. Its New Mexico office is located at 5345 Wyoming NE, Suite 201, Albuquerque, NM 87109 and Its Corpus Christi office is located at 5656 South Staples St. Suite 110, Corpus Christi, TX 78411.
2. Registration numbers:
   - Federal Tax Identification Number: 74-2818105.
   - Texas Engineering Firm Number is F-829
   - New Mexico CRS: 03-190465-00-3
   - New Mexico Employer: 27-5279-1
3. The above billing rates are burdened; that is, they include labor-related taxes and insurances, fringe benefits, overhead, and profit. Bath reserves the right to increase the rates after giving thirty days written notice; however, such modifications shall not result in increases in excess of the increase in the annual Consumer Price Index for the South Region for urban consumers (CPI-U) as published by the U.S. Department of Labor Bureau of Labor Statistics. The rates above do not include gross receipts, sales, use, or other such taxes.
4. Overtime hours are billed at the above rates plus fifty percent. Overtime is defined as work in excess of nine hours per day Monday through Thursday and 4 hours on Friday, in excess of forty hours per week, on weekends, and on holidays.
5. Time charges for driving to the client's site begin when Bath's employee leaves Bath's office and end when he returns to Bath's office.
6. Reimbursable expenses (including by way of example but not limitation: air travel, car rental, lodging, long distance, reproduction, special insurance, procured materials and equipment, leased equipment, freight and delivery service, international bridge fees and postage) are billed at Bath's cost plus ten percent. Subcontractors and subconsultants are billed at Bath's cost plus ten percent. Automobile travel in company or employee owned vehicles is charged at Bath's standard mileage rate then in effect (may not equal the IRS rate). Billing rates for special software, computers, etc. will be determined on a case-by-case basis.
7. Bath's total liability on any claim, whether in contract, tort (including negligence of any degree), or otherwise arising out of, connected with, or resulting from Bath's work shall not exceed the lesser of ten thousand dollars or ten percent of the fee which Bath actually receives for that portion of the work which gives rise to the claim. In no event shall Bath be liable for consequential damages. Should the client find the aforesaid limitation unacceptable, an equitable fee adjustment to absorb Bath's increased risk can be negotiated before work commences. Notwithstanding the foregoing, Bath's client shall hold it harmless from all claims related to asbestos and hazardous waste.
8. Bath shall indemnify and hold its client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of the client) arising solely out of Bath's negligent acts, errors or omissions, subject to the limitations and exclusions contained in the preceding paragraph. The client shall indemnify and hold Bath harmless from and against any claim asserted by any person or entity arising solely out of the client's negligent acts, errors or omissions. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, Bath, and all other negligent entities and individuals.
9. Bath will not be responsible for the client's, construction contractors' and/or owner's means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto.
10. Copies of Bath's certificate of insurance will be provided upon request.

FEE PROPOSAL FOR LANDSCAPE ARCHITECTURE FOR EL PASO HEALTH DEPARTMENT MCA CLINIC

THE DRY LAND | Landscape Architecture
110 Montecillo, Suite 1C
El Paso, Texas 79912

10 | 10 | 22

Carl V. Daniel Jr.
CDA Architects
305 Leon Street
El Paso, Texas 79901

Dear Mr. Daniel:

1.0 SCOPE OF WORK

The proposed scope of work is the landscape design for a new facility for the El Paso Health Department MCA Clinic, located at 4240 Alameda Ave., in central El Paso. Proposed landscape improvements will be designed to satisfy the City of El Paso's Landscape Ordinance. Design work includes, and is limited to, the design of trees, shrubs, landscape rock, boulders, edging and irrigation.

2.0 STAGES OF WORK

The stages of work include the following:

- 60% landscape plans
- 90% landscape plans
- 100% landscape plans
- Specifications for proposed landscape improvements
- Cost estimate of proposed landscape improvements provided at each phase of design
- Bidding Assistance
- Construction Administration to include one site visit with accompanying punch list. Submittal and RFI responses

3.0 FEE

The fee is $6,120, broken down as follows:

Phase	Role	Hours	Hourly Rate	Fee
60% PS&E	Principal / Landscape Architect	2	$ 150	$ 300
	Project Manager / Landscape Designer	6	$ 90	$ 540
	CAD Drafter	18	$ 60	$ 1,080
			60% PS&E Fee	$ 1,920
90% PS&E	Principal / Landscape Architect	2	$ 150	$ 300
	Project Manager / Landscape Designer	6	$ 90	$ 540
	CAD Drafter	18	$ 60	$ 1,080
			90% PS&E Fee	$ 1,920
100% PS&E	Principal / Landscape Architect	1	$ 150	$ 150
	Project Manager / Landscape Designer	5	$ 90	$ 450
	CAD Drafter	14	$ 60	$ 840
			100% PS&E Fee	$ 1,440
Bidding + CA	Principal / Landscape Architect	2	$ 150	$ 300
	Project Manager / Landscape Designer	6	$ 90	$ 540
			B + CA Fee	$ 840
			TOTAL FEE	$ 6,120

Invoices are rendered at the completion of each stage of work and are due within 45 days.

4.0 ADDITIONAL SERVICES

Please note that the fee includes three submissions maximum. Additional redesign based on additional revised site plans or factors outside our control will be viewed as an additional service. Additional services also include revisions to the design requested after approval to proceed has been given.

Assuming you find this proposal satisfactory, please sign below where indicated and return.

Regards,

Jonathan Matthews | RLA, LI, SITES AP, LEED Green Associate
THE DRY LAND
915 887 7893
jonathan@thedryland.com

Approved by Carl V. Daniel Jr. on behalf of CDA Architects

X_____ Date_____

ISSUING THE DRY LAND DIGITAL FILES OF THE SITE PLAN SO THAT THE DRY LAND CAN BEGIN DESIGN WILL CONSTITUTE ACCEPTANCE OF THIS PROPOSAL, EVEN IF THE PROPOSAL IS NOT SIGNED.

FEE PROPOSAL FOR LANDSCAPE ARCHITECTURE FOR EL PASO HEALTH DEPARTMENT MCA CLINIC

THE DRY LAND | Landscape Architecture
110 Montecillo, Suite 1C
El Paso, Texas 79912

10 | 10 | 22

Carl V. Daniel Jr.
CDA Architects
305 Leon Street
El Paso, Texas 79901

Dear Mr. Daniel:

In regard to the hourly rates for the El Paso Health Department MCA Clinic project, our hourly rates for landscape architectural services are as follows:

- Principal / Landscape Architect - $150 per hour
- Project Manager / Landscape Designer - $90 per hour
- Drafter - $60 per hour

Please feel free to reach out if there are any additional questions.

Regards,

Jonathan Matthews | RLA, LI, SITES AP, LEED Green Associate
THE DRY LAND
915 887 7893
jonathan@thedryland.com

Fee Proposal

BALIS & COMPANY
PROJECT CONTROLS AND COST ESTIMATING

DATE: 10/13/2022
CLIENT: Carl Daniel Architect
PROJECT: City of El Paso Clinic
LOCATION: El Paso, TX

DESCRIPTION: *Tenant Improvement Cost Estimating for Civil, Structural, Architectural and MEP systems for a new 8000 SF building. Travel is excluded.*

SUBMITTALS:

S1: Schematic Design Phase
S2: Design Development Phase
S3: Construction Documents Phase
S4: Change Order Analysis, based on 10 total
S5:

FEES:	RATE	S1	S2	S3	S4	HRS	AMOUNT
PRINCIPAL	$143.00	16	20	24	40	100	$14,300.00
SENIOR ESTIMATOR	$139.00	24	32	32		88	$12,232.00
ESTIMATOR	$88.00	32	36	40		108	$9,504.00
JUNIOR ESTIMATOR	$67.00	16	16	24		56	$3,752.00
TOTAL							
HOURS		88	104	120	40	352	
AMOUNT		$9,512.00	$11,548.00	$13,008.00	$5,720.00		$39,788.00

REIMBURSABLES:		$0.00	$0.00	$0.00	$0.00	$0.00
SUBTOTAL, FEES/EXPENSES		$9,512.00	$11,548.00	$13,008.00	$5,720.00	$39,788.00
NM Gross Receipts Tax	0.000%	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL PROPOSED FEE:		$9,512.00	$11,548.00	$13,008.00	$5,720.00	$39,788.00

Proposal is valid for a period of 12 months from the above date.

4600A Montgomery NE, Suite 202, Albuquerque, NM 87109
505-883-7990 fax 505-212-0102

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

October 17, 2022

Carl Daniel
CDA - Carl Daniel Architects
305 Leon Street
El Paso, TX 79901
Tel: 915-532-2700
www.carldanielarchitects.net

Project: 4240 Alameda – Boundary, Topographic and Improvement Survey

Carl Daniel,

In response to your request, we are pleased to submit this letter which constitutes our proposal for the desired surveying services for the subject project. The scope of services for this project is described by the following outline:

SCOPE OF SERVICES

A. Perform a boundary survey within lots 24-30, Block 1, Tobins Second Subdivision on 4240 Alameda. (Including the southern portion of the property)

$ 4,500.00 plus tax

B. Perform a Topographic and Improvement Survey within lots 24-30, Block 1, Tobins Second Subdivision on 4240 Alameda. (Including the southern portion of the property)

$ 6,500.00 no tax

"Exemptions"
The following is excluded unless otherwise requested; ALTA Survey, Category 1A, Title commitment, representation through the Federal, State, City and County agencies, submittal fees, soils testing and investigation, elevation certificate, recording fees, construction staking, and any other item not specifically listed in the above Scope of Services.

Barragan & Associates Inc. proposes the above scope of services in the sum of $ ~~**11,371.25 tax included where applicable and if applicable**~~ 11,000.00. If this proposal meets with your approval, please indicate acceptance by signing in the space provided below and returning one signed copy to us. We appreciate the opportunity to submit this proposal and hope to work with you on this project. If you have any questions, please call us.

Sincerely,

Daniel Barragan
dbarragan@bnainc.net

Authorization to Proceed:

Accepted By:_____ Date:_____

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

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

AASHTO Accredited Validated US Army Corps of Engineers

October 19, 2022

CDA Architects
305 Leon Street
El Paso, Texas 79901

Attn.: Mr. Carl V. Daniel, Jr. AIA, LEED AP, NCARB
Principal

Re: Proposal for General Geotechnical Subsurface Soils Evaluation
Proposed City of El Paso Medical Center Project
El Paso, El Paso County, Texas
CQC Proposal No. PGCQC22-081

Dear Mr. Daniel:

In response to your request, CQC Testing and Engineering, L.L.C. (CQC) is pleased to provide **CDA Architects (Client)** with this proposal to conduct a general geotechnical subsurface soils evaluation for the above referenced project. We thank you for providing our firm an opportunity to provide professional geotechnical consulting services on this City of El Paso (CoEP, Owner) project. This proposal presents our understanding of the project, our proposed scope of services, our estimated lump sum fees, and our standard terms and conditions associated with our services on this project.

I. General Project Description

Based on general information and an aerial photograph provided by our Client, we understand that the proposed project shall consist of the design and construction of a potential multi-story building to be located at 4240 Alameda Avenue in El Paso, El Paso County, Texas. We understand that the building shall be a multi-story structure with an approximate footprint of 8,000 square feet. We anticipate that the building shall include metal roof system supported by steel columns and walls shall be formed with metal stud framing with exterior EIFS finishes. Site work is anticipated to include curbing, sidewalks, landscaping and driveway and parking areas. It is our understanding that the northwest corner of the site is currently occupied by a CoEP fire station and may be demolished and removed in entirety to accommodate the construction of the new medical center.

Structural loads were not available at the time this proposal was submitted to our Client; therefore, we have considered that the proposed new structure shall create relatively moderate loads to be carried by the selected foundation system. It is anticipated that drilled shaft pier foundation system shall be preferred by our Client for a multi-story building concept.

Our specific objective of our scope of services shall be to generally evaluate the subsurface soil conditions within the general project site, collect subsurface soils information and conduct Standard Penetration Tests (SPT's) to evaluate the soil bearing resistance of the subsurface soils and develop geotechnical considerations to supplement the design of building foundation systems and pavement sections for the project.

II. General Requested Subsurface Exploration Evaluation

As requested, our proposed general subsurface soils evaluation shall consist of drilling a total of eight (8) vertical subsurface exploration borings to approximate depths ranging from 15 to 40 feet, each below the existing ground surface elevation at the time of our subsurface soils evaluation.

The following table lists the boring locations, number of borings and approximate exploration depths.

Boring Location	Number of Borings	Depth (feet)
Building	5	40
General Access Driveways and Parking Lot Areas	3	15

The borings shall be completed to the above mentioned depths or auger refusal, whichever is shallower. The borings shall be logged in the field by our geotechnical engineering technical staff. If groundwater or water seepage is immediately encountered during our field activities, the depth shall be recorded.

The borings shall be drilled in general accordance with standard procedures using a truck-mounted rotary-drilling rig utilizing hollow stem augers. We anticipate that it shall be necessary to core the existing pavement areas to provide a pilot hole for our borings. During our drilling activities SPTs, in accordance with ASTM procedures, shall be collected at discrete intervals to the maximum boring depths to estimate the relative field bearing capacity of the subsurface soils. In conjunction with our penetration tests, soil samples shall be collected using conventional split-spoon sampling techniques or as required based on the encountered soil conditions.

All collected soil samples from borings shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples shall be sealed to prevent moisture loss and transported to our laboratory for further observation and engineering soil classification testing on selected soil samples.

At the completion of our field operations, each boring shall be backfilled with auger cuttings and firmly compacted at the ground surface elevation and within paved areas, shall be patched with concrete material to at least a depth of 12 below the existing asphalt and/or concrete surface elevation.

We respectfully request that our Client's land surveyor include our exploration boring locations within their scheduled survey points, so that we may report ground elevations and coordinates for each exploration boring, if required.

Client shall be responsible for securing any right of entry permits to perform our borings within private properties. We also respectfully request that the Client provide CQC with existing utility as-built drawings and/or information for the subject project site to reduce the potential of penetrating through underground utilities during our drilling and field activities.

CQC shall assist in locating the borings in the field and call Texas811 to request utility locates. However, it should be noted that typically the utility line locators will not mark utility lines within private property. As

a result, subsurface exploration borings shall not be performed in areas where utility lines are not appropriately marked or identified in the field to avoid a potential unsafe working condition for our employees. If this condition occurs, CQC shall meet with our Client to review the field conditions and relocate the soil borings, if necessary.

In order to further mitigate the potential of penetrating underground utilities at requested boring or relocated boring locations, a limited Ground Penetrating Radar (GPR) survey shall also be performed at the soil boring locations to aid in locating and identifying any existing underground utilities or any other underground features prior to our subsurface exploration described above. Our GSSI SIR 4000 control unit along with a 2.6 GHz antenna capable to evaluate subsurface anomalies to a depth of up to 5 feet depending on noise disturbance shall be utilized.

Our laboratory engineering soil classification tests shall be limited to soil moisture contents, plasticity index tests, sieve analysis tests, up to four (4) soil moisture-density relationship tests and up to two (2) soil California Bearing Ratio (CBR) tests performed in general accordance with applicable ASTM test procedures. Our engineering soil classification laboratory tests do not include chemical analysis of collected soil samples for environmental hazardous material assessment purposes.

III. Soils Evaluation Report and Schedule

At the completion of our soil exploration drilling activities, soil evaluation and engineering soil classification testing, a formal written report shall be prepared and provided to our Client. Our soils evaluation letter report shall provide a boring location plan, subsurface exploration boring logs, laboratory engineering soil classification test results, and geotechnical considerations to supplement the design of foundation system by the structural engineer and pavement sections by the civil engineer.

We anticipate that we may commence our drilling activities within fifteen (15) working days from our Client's written notice to proceed and once all the permits to enter the property have been secured by our Client and utility lines have been marked at the site at our proposed boring locations. An electronic pre-final review and comment report shall be provided within four (4) weeks after the completion of our field evaluation activities. An electronic PDF copy of the final report shall be provided once comments are received from our pre-final report submittal.

IV. Estimated Lump Sum Fee and Scope of Work Terms

We propose to provide the scope of work defined in this proposal for the estimated lump sum fee of **$15,850.00**. Our estimated fee anticipates that the project area shall be accessible to our truck mounted drilling rig and support vehicles.

Our scope of work under this proposal does not include the following; topographic surveying services, delineation of buried materials and/or structures, a groundwater or water seepage study, sink hole study, landslide study, global slope stability of the site, preparation of engineering plans, bid specifications, engineering cost estimates, an environmental assessment of the project sites air, soil, water, site fault delineation and evaluation, delineation of subsurface flowing water either on or adjacent to the project site limits, the development of a dewatering plan, development of a trench safety plan, construction materials testing services during construction, an assessment of the potential impacts or distress to existing structures on or adjacent to the project site resulting from construction activities, and directing or controlling the means and methods utilized by contractors during the construction of the project. CQC and our Client shall have no liability for claims resulting from the contractor's selected means and methods of construction.

Our services shall be performed in accordance with the scope of services described in this proposal. By approving this proposal, our Client agrees to retain our services for the above estimated fee and attached Standard Terms and Conditions, Sheet 1 of 1.

Our invoices are due and payable at 4606 Titanic Avenue, El Paso, Texas 79904. All parties hereby agree that this agreement upon acceptance will be performable in El Paso County, Texas. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal. This proposal is valid for a period of up to 60 days. CQC reserves the right to reevaluate our proposal beyond the referenced period. Again, we appreciate the opportunity to submit this proposal. Should you have any questions or comments regarding this proposal, please feel free to contact us.

Respectfully Submitted,
CQC Testing and Engineering, L.L.C.
TBPE Firm Registration No. F-10632

Carlos Saucedo, P.E.
Operations Manager / Project Engineer
csaucedo@cqceng.com

Jaime Rojas, P.E.
President / Principal Engineer
jrojas@cqceng.com

Accepted Proposal Scope of Work, Stated Exclusions and Standard Terms and Conditions.
Authorized Client Representative

Signature: _____

Date: _____

Print Name/Title: _____

Company Name: _____

Address: _____

City, State: _____

Phone Number: _____

Copies: 1.) Above Addressee – 1 copy by e-mail (cdaniel@cdaelpaso.com)
2.) Standard Terms and Conditions, Sheet 1 of 1

D:\Dropbox\CQC Files\CQC Working Files\GEO\31- Proposals\2022\MAIN GEOTECH Proposals\22-081 - CoEP Medical Center (CDA)\3-Proposal and Cost Estimate\22-081 proposal update.docx

construction quality control
testing and engineering

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

Standard Terms and Conditions

1. **Performance of Services:** Consultant (CQC Testing and Engineering, L.L.C.) shall perform the service outlined in the attached proposal number **PGCQC22-081** in consideration of the stated service fees and payment terms.

Project Name: Proposed City of El Paso Medical Center **Client Name:** CDA Architects

2. **Invoicing and Payment:** The Client agrees to pay Consultant for the scope of services described in the referenced proposal. Invoices for the Consultant services will be submitted either at the completion of the project or on a monthly basis. Invoices shall be due and payable upon receipt. Accounts unpaid 30 days after the invoice date will be subject to monthly service fees of 5.0% per month, or the maximum legal rate, whichever is greater, on the unpaid balance. Accounts unpaid after 90 days after the invoice date may be subject to collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees and clerical costs. If the client fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this agreement by Consultant. Payments of invoices shall not be subject to any discounts or set-off by the Client, unless agreed to in writing by Consultant. Payment to Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3. **Indemnification:** *The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense cost, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities and costs attributable to the sole negligence or willful misconduct of the Consultant.*

4. **Limitation of Liability:** *In recognition of the relative risks and benefits of the Project to both the client and Consultant, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability of Consultant to the client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause of causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed $1,000,000.00 for services rendered on the project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. For any damage on account of any error, omission, or other professional negligence, CQC's liability to Client, or to any third party, will be limited to a sum not to exceed our fees.*

5. **Standard of Care:** In providing services under this Agreement, the consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same region under similar circumstances. Consultant makes no warranty; expressed or implied, as to its professional services rendered under this Agreement.

6. **Governing Law and Jurisdiction:** The Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of El Paso County, State of Texas.

7. **Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Consultant agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

8. **Certificate of Merit:** The Client shall make no claim for professional negligence, either directly or in a third party claim, against Consultant unless the client has first provided the Consultant with a written certification executed by an Independent Consultant currently practicing in the same discipline as Consultant and licensed in the State of Texas. This certification shall: a) contain the name and license number of the certified; b) specify each and every act or omission that the certified contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than 30 days prior to the presentation of any claim or the institution of any binding arbitration or judicial proceeding.

9. **Ownership of Documents:** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. Consultant shall retain all common law; statutory and other reserved rights, including the copyright thereto.

10. **Right of Entry:** The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from procedures associated with testing or investigation activities or connected in any way with the discovery of hazardous materials of suspected hazardous materials on the property.

11. **OSHA Regulations**: Please note that our services do not include the observation, review and/or providing documentation of excavation condition depths and/or means and methods utilized by the general contractor and/or subs to perform the contractual scope of work required for this project. It is the general contractor's responsibility to assign a "competent" person to perform all necessary daily observations, documentation and reporting of all excavations and/or earthwork operations on the project per the current Occupational Safety and Health Administration (OSHA) regulations. CQC shall have no liability for the contractor's selected means and methods to perform the contractual scope of work under this contract.

12. **Underground Improvements:** The client will furnish Consultant information identifying the type and location on the site of underground improvements. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs arising or allegedly arising from subsurface penetration on the project site of from inaccuracy or incompleteness of information provided to the Consultant by the Client, except for damages caused by the sole negligence of the consultant.

13. **Scope of Services:** The Client agrees to the Scope of Services outlined in the referenced proposal. Services not set forth in the referenced proposal are excluded from the scope of Consultant services. Consultant assumes no responsibility to perform any services not specifically listed in the referenced proposal.

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

D:\Dropbox\CQC Files\CQC Working Files\GEO\Proposals\2022\Standard Terms & Conditions-Sheet 1 - 2022.docx

14 October 2022

CARL DANIEL FRANCO SALDAÑA ARCHITECTS

Carl Daniel Architects • 305 Leon Street, El Paso, Texas 79901

Solicitation No. 2022-0972R

Architect & Engineering Services
El Paso Health Department
MCA Clinic

HOURLY RATES

Architectural Principal	$200.00
Architectural Project Manager	$150.00
Architectural CADD Tech.	$ 85.00
Architectural Clerical	$ 60.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-942729

Date Filed:
10/10/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carl Daniel Architects
El Paso, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of El Paso - Capital Improvement Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation # 2022-0972R
Architect & Engineering Services - El Paso Health Department MCA Clinic

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Daniel, Carl	El Paso, TX United States	X	
Saldana, Hugo	El Paso, TX United States		X
Franco, Steve	El Paso, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Carl V. Daniel Jr., and my date of birth is 10 February 1943.

My address is 6461 Via Aventura (street), El Paso (city), Texas (state), 79912 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in El Paso County, State of Texas, on the 10th day of October (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/10/2022

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

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

PRODUCER
HUB INTERNATIONAL INSURANCE
SERVICES-CLIENT CONNECTION
800 S WASHINGTON ST
VAN WERT, OH 45891

CONTACT NAME: KENDRA SMART
PHONE: (866)391-4499 **FAX:** (800)736-7026
E-MAIL ADDRESS: ksmart@central-insurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	Central Mutual	20230
INSURER B	Texas Mutual	
INSURER C		
INSURER D		
INSURER E		
INSURER F		

INSURED
CARL DANIEL ARCHITECTS
305 LEON ST
EL PASO, TX 79901

CERTIFICATE NUMBER 5169844 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	Y	Y	8609102	3/15/2022	3/15/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS		Y	8609102	3/15/2022	3/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
A	**UMBRELLA LIABILITY** [ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	8609103	3/15/2022	3/15/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNERS/EXEC-UTIVE OFFICE/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			0001189094	3/15/2022	3/15/2023	[X] WC STATUTORY LIMITS [ ] OTHER	
							E.L. EACH ACCIDENT	$ 1000000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1000000.00
							E.L. DISEASE - POLICY LIMIT	$ 1000000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Certificate Holders are additional insured per the attached endorsements.
Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

#2022-0972R Architect & Engineering Services – El Paso Health Department MCA Clinic

CERTIFICATE HOLDER

CITY OF EL PASO
218 N CAMPBELL ST
EL PASO, TX 79901

CANCELLATION

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

KENDRA SMART

Client#: 159277 CARLDANI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2022

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

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

PRODUCER
USI Southwest
7600-C No. Capital of Tx Hwy. #200
Austin, TX 78731

CONTACT NAME: Debi Wylie
PHONE (A/C, No, Ext): 512-651-4159 FAX (A/C, No): 610-537-2782
E-MAIL ADDRESS: debra.wylie@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Carl Daniel Architects, Inc.
305 Leon St.
El Paso, TX 79901

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made & Reported Pol			DPR9992582 Retro:09/01/89	04/24/2022	04/24/2023	$2,000,000 per claim $4,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project #2022-0972R Architect & Engineering Services - El Paso Health Department MCA Clinic.

CERTIFICATE HOLDER

City of El Paso
218 N. Campbell Street
El Paso, TX 79901

CANCELLATION

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

James E. Zimmerman

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Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John B. Scott
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for CARL DANIEL ARCHITECTS, INC. (file number 121514700), a Domestic For-Profit Corporation, was filed in this office on December 18, 1991.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on August 15, 2022.

John B. Scott
Secretary of State

City Of El Paso
Purchasing & Strategic Sourcing Department

Certification Regarding Terrorist Organizations & Boycotting of Israel

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

I, Carl V. Daniel Jr. (Full Name) the undersign representative of Carl Daniel Architects (Company Name) (herein after referred as Vendor) hereby Certifies that:

1. It is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.
2. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (See Texas Government Code Chapter 2270.002 and 2252.151-154.)

Signature

14 October 2022
Date

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"EL PASO HEALTH DEPARTMENT MCA CLINIC"** 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 **"EL PASO HEALTH DEPARTMENT MCA CLINIC"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$384,538.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

The compensation for each task is described in Attachment "A". Payment shall be made on a monthly basis, 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.

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

ATTACHMENT "E"

Client#: 159277 CARLDANI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2022

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

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

PRODUCER
USI Southwest
7600-C No. Capital of Tx Hwy. #200
Austin, TX 78731

CONTACT NAME: Debi Wylie
PHONE (A/C, No, Ext): 512-651-4159 FAX (A/C, No): 610-537-2782
E-MAIL ADDRESS: debra.wylie@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Carl Daniel Architects, Inc.
305 Leon St.
El Paso, TX 79901

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made & Reported Pol			DPR9992582 Retro:09/01/89	04/24/2022	04/24/2023	$2,000,000 per claim $4,000,000 annl aggr.	

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

RE: Project #2022-0972R Architect & Engineering Services - El Paso Health Department MCA Clinic.

CERTIFICATE HOLDER

City of El Paso
218 N. Campbell Street
El Paso, TX 79901

CANCELLATION

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

James E. Zimmerman

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