

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

DEPARTMENT: Capital Improvement

AGENDA DATE: August 20, 2019

CONTACT PERSON/PHONE: Sam Rodriguez, P.E., City Engineer, (915) 212-1845

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: No. 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and **EXIGO ARCHITECTURE, LLC**, a Texas Limited Liability Company, for a project known as "**MEXICAN AMERICAN CULTURAL CENTER**" for an amount not to exceed **ONE MILLION FIVE HUNDRED NINE THOUSAND SIX HUNDRED TWENTY FOUR AND 32/100 DOLLARS (\$1,509,624.32)**; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all services necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

The Mexican American Cultural Center (MACC) is one of the signature projects approved by the voters on November 6, 2012, as part of the 2012 Quality of Life Bond Issue to provide residents and visitors with a dynamic space for the creation, exhibition and celebration of Mexican American art and culture. It will be collocated with the Downtown Main Library with the MACC occupying two floors (approximately 21,000 square feet) of the west side of the current library and an addition of a minimal new building footprint at the Cleveland Square entrance, and an occupiable roof terrace. The library will occupy the four floors (60,000 square feet) of the library building and will require reconfiguration. Services under this contract include reconfiguration and interior improvements of the library and design of amenities to be housed in the MACC including but not limited to exhibition and gallery spaces, dance studio, recording and broadcasting studio, commercial/teaching kitchen, classrooms, Blackbox Theater, and an auditorium. The project budget, including design and construction is \$16.5 million and the project is to be substantially complete by fall 2022.

PROTEST

☒ No protest received for this requirement.

☐ Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? ☐ Yes or ☒ No

If yes, select the applicable districts.

☐ District 1

- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ All Districts

PRIOR COUNCIL ACTION:

City Council approved the Hispanic Cultural Center, now named the Mexican American Cultural Center project, in January 2015. The 2019 Capital Funding Plan was amended to include additional funding for the Mexican American Cultural Center, on September 18, 2018, in the sum of \$16,500,000.00, plus two (2) percent for the arts and up to two (2) percent for bond issuance costs.

AMOUNT AND SOURCE OF FUNDING:

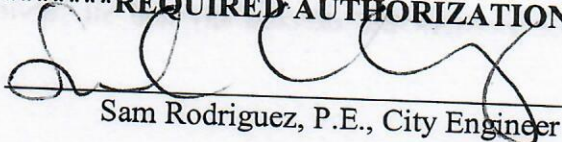
2012 Quality of Life Bond
2019 Capital Funding Plan

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:


Sam Rodriguez, 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 **EXIGO ARCHITECTURE, LLC**, a Texas Limited Liability Company, for a project known as **"MEXICAN AMERICAN CULTURAL CENTER"** for an amount not to exceed **ONE MILLION FIVE HUNDRED NINE THOUSAND SIX HUNDRED TWENTY FOUR AND 32/100 DOLLARS (\$1,509,624.32)**; 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.

ADOPTED THIS _____ **DAY OF** _____ **2019.**

CITY OF EL PASO:

Dee Margo, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT

Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2019 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 **EXIGO ARCHITECTURE, LLC**, a Texas Limited Liability Company, hereinafter referred to as the "**Consultant**".

WHEREAS, the Owner intends to engage the Consultant to perform professional project management services for the project known as "**MEXICAN AMERICAN CULTURAL CENTER**", hereinafter referred to as the "**Project**", as further described in **Attachments "A"** and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform construction management services for the Project as professional consultant for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**.

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 **ONE MILLION FIVE HUNDRED NINE THOUSAND SIX HUNDRED TWENTY FOUR AND 32/100 DOLLARS (\$1,509,624.32)** for all basic services and reimbursables performed pursuant 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"**.

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

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

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for

completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is Fifteen Million Six Hundred Seven Thousand Seven Hundred Sixty Three and 63/100 Dollars (\$15,607,763.19), 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 in the Scope of Work in **Attachment "A"** 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 Notice to Proceed.

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 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 "C"**. 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 ONE MILLION AND 00/100 DOLLARS (\$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 "C"**. 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 PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL 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 funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal 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 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 through a Grant Agreement or Cooperative

Agreement with the Owner.

--The Federal Highway Administration through a Local Project Funding Agreement through the Texas Department of Transportation.

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 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. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of this contract. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, may also apply to this Project, in which case the award of this contract will be conditioned upon Consultant satisfying the DBE requirements. A DBE contract goal of N/A% has been established for this Project. The Consultant 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 Consultant'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 Consultant 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. Consultant 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 Owner to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Owner, 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 Owner 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 Owner 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 Owner to enter into such litigation to protect the interests of Owner 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 the Scope of Work of this Agreement within the time in the Notice to Proceed. 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 Notice to Proceed 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 shall have 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 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 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.

7.7 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.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 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.

7.10 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.

7.11 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
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With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	EXIGO ARCHITECTURE, LLC Attn: Eugenio Mesta AIA, CNU-A 211 N. Florence, Suite 204 El Paso, Texas 79901
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 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.

7.13 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.

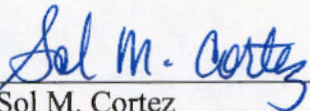
(SIGNATURES BEGIN ON FOLLOWING PAGE)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

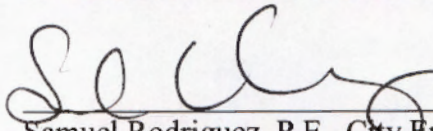
Tomás González
City Manager

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, 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 _____, 2019,
by **Tomás González**, as **City Manager** of the **City of El Paso**, Texas.

Notary Public, State of Texas

My commission expires:

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

CONSULTANT:
EXIGO ARCHITECTURE, LLC

Eugenio Mesta JESUS ORTEGA
Its: VICE PRESIDENT

ACKNOWLEDGEMENT

THE STATE OF Texas §

COUNTY OF EL PASO §

This instrument was acknowledged before me on this 15th day of August, 2019,
by Eugenio Mesta as VICE PRESIDENT of EXIGO ARCHITECTURE, LLC.
JESUS ORTEGA



Miriam Gonzalez
Notary Public, State of Texas

My commission expires:

July 21, 2020

ATTACHMENT "A"

SCOPE OF SERVICES

PROJECT SCOPE

SECTION I – PROJECT OVERVIEW

The City of El Paso Capital Improvement Department seeks an Architectural and Engineering (A/E) firm to perform full-phase design services to provide El Paso with an exceptional Mexican American Cultural Center (MACC). The project delivery method will be via a Design-Bid-Build. The Citizens of El Paso approved the MACC as part of the 2012 Quality of Life Bond Issue on November 6, 2012, and City Council approved additional funding on September 18, 2018. The project budget, including design and construction is \$15.75 million and the project is to be substantially complete by spring 2022.

The MACC will be collocated with the Downtown Main Library and will therefore require the library's reconfiguration. A successful project will require a high degree of coordination between the City of El Paso, various stakeholders and the design firm. The firm must have experience with public realm design, a record of success with equivalent design projects and currency with innovative precedents.

SECTION II – PROJECT SCOPE

The scope of services consist of two distinct programs: The Library Reconfiguration and the MACC. The work envelope is approximately 1.9 acres, which includes a gross building footprint of approximately 42,000 sf. The combined exterior project site includes portions of the block bound by Missouri to the north, Oregon to the east, Franklin to the south as well as the 15,000 square foot exterior plaza area occupying the vacated portion of South El Paso Street.

Site design shall represent strategic civil, landscape, hardscape, lighting and building treatments that harmonize the experience of Franklin and Missouri streets, and the center of the block that connects the hotels to the north with museums to the south. The site is one block north of the future Snohetta-designed El Paso Children's Museum, and at the northern terminus of South El Paso Street. Site and envelope redesign shall prioritize the potential for the MACC project to create hospitable and legible connections between these destinations. The design should activate Missouri and Franklin Streets block faces, for enhanced security, aesthetic value, and enjoyable pedestrian use.

The MACC will occupy two floors (approximately 21,000 square feet) of the west side of the current library and will require addition of minimal new building footprint at the Cleveland Square entrance, and creation of an occupiable roof terrace and a fully functional commercial kitchen.

The MAAC program includes:

- New loading dock at Missouri Street, to be used for events and facility service.
- Exhibit gallery designed to American Alliance of Museum (AAM) standards.

- Large LED mesh screen at the west façade, facing Cleveland Square.
- One of two planned public art installations.
- Façade treatment providing moderated natural light to the lobby and exhibit space.
- Commercial-grade kitchen designed and built to the specifications provided within the COEP agreement with EPCC. It is of critical importance that the A/E firm research precedents for museums with integrated food service programs and incorporate specific best practices into the MACC design. The design shall ensure safe and harmonious collocation of museum and food service functions.
- Catering kitchen, dumbwaiter system and two food stations, with one being mobile and one serving the roof terrace.
- Secure disposal and refuse systems designed to respect the streetscape.
- Library/archive portal.
- Auditorium upgraded with emphasis on new lighting rigging and sound boards.
- Two green rooms, one accessible, with lavatories, serving the auditorium.
- Black box theater with separate lighting rig.
- Writing studio.
- Artist-in-residence studio.
- Wet and dry classroom studios with lavatories and finishes appropriate to art studio programming.
- Dance/acting studio with activity-appropriate finishes.
- Hall of fame/community gallery.
- Studio set, oral history recording/music rehearsal/media room, sound-insulated, with adjacency to exterior wall and on view from street.
- Administrative spaces; work with staff to program for optimal configuration of open and enclosed workspaces and their supporting program.
- Restroom, family restroom, nursing area.
- Comprehensive IT system plan to address typical and specialty systems and separations, security and access issues throughout each environment.

The Library Reconfiguration. The library will occupy the four floors (60,000 square feet) of the library building. The current library programs, most of which will be relocated primarily within the building, others reconfigured to accommodate relocations, are discrete spaces that will require design and construction services to ensure that they maintain their identity and functions and meet current code requirements. Focus groups for the library have met to help develop conceptual library reconfiguration, and the design firm shall be required to include further library focus group meetings, adjust programming accordingly, formalize a Basis of Design and present the library program to the public in two community meetings. Design work undertaken for the library shall be informed by current guidelines that include the Texas Library Association Public Library Division Standards for Public Libraries.

Though not subject to historic regulations, the 1954 library building is considered exemplary Regional Modernism. The library features integral contributions by El Paso artists Tom Lea and Jose Cisneros, and the architects, who, using indigenous art as a resource, developed the building's distinctive architectural detailing.

The following elements of the library are to be included in the final design configuration:

- Children's area: a library and activity space for young children with daily events.
- Teen Town: a library and activity space for young adults with open programming and media.
- Friend's Bookstore: a volunteer bookstore, with varying hours.
- Work Place and Literary Center: a literacy, job training/multimedia lab and social service area.
- Permanent relocation of the Tom Lea mural, from the history museum to the library.
- The General and Heritage Collections with support, circulation, reading and storage areas for approximately 45 staff.
- Numerous niches and touch-down spaces as well as a small meeting area.
- A small, multipurpose auditorium.

SECTION III – SCOPE OF PROFESSIONAL SERVICES

The design will be represented in phases. The reprogramming/relocation of the existing library spaces will be phase I and the MACC build out will be phase II. **A/E services shall include all customary civil, landscape, structural, mechanical and electrical engineering as well as supplementary services for Pre-Design and Schematic Design through Construction phases. Supplementary design tasks include, but are not limited to:**

- Thorough coordination with the Capital Improvement Department, Museums and Cultural Affairs Department (MCAD), Libraries and affected stakeholders not specifically mentioned.
- Logistical and sequencing planning for project execution to ensure the library's continuous operation throughout construction.
- Completion of focus group meetings, community meetings, program vetting and design charrette to refine program, user experiences, content and functions.
- Identification of all relevant standards, regulations and anticipated permits required to accomplish the scope.
- Early design coordination and vetting of material, finishes and equipment selection with Library and MCAD staff.
- Landscape design well-orchestrated with effective storm water management (Civil) design.
- Predevelopment investigations to confirm conditions of existing building systems and materials prior to demolition design documents and estimating.
- Coordination with multiple departments regarding planning, wayfinding, and public art and event programming
- Construction cost opinions at each phase to ensure that the program is within budgetary constraints.
- Reporting on project constructability, opportunities and risk of project schedule and costs.
- Virtual modeling (BIM) for all phases, to be utilized for coordination as well as illustration
- Renderings and presentation documents
- Lighting design
- Graphic and signage design

- Existing analysis as well as design and scheduling for new FF&E
- Kitchen and food services design in coordination with El Paso Community College
- Security system design including, access control, intrusion detection, CCTV surveillance Sound system design
- Coordination and review with the City's Information Technology Department requirements for computer and telephone systems.

The A/E firm shall carefully consider the project scope described herein and provide project team organization and credentials. The scope of the design services for the project requires, without limitation, the general disciplines named below to the extent necessary to provide exceptional, complete and fully coordinated design and construction.

- Architect ✓
- Interior Designer ✓
- Architectural Rendering Artist ✓
- Graphic Designer ✓
- Urban Designer ✓
- Landscape Architect
- Civil Engineer
- Mechanical (and Plumbing) Engineer
- Fire Protection Engineer
- Electrical Engineer
- Accessibility Consultant
- Acoustical Designer
- Lighting Designer (internal and external site improvements)
- Furniture, fixtures and equipment (FF&E) Consultant
- Security Systems Designer
- Video Display Designer
- Telecommunications Designer
- Construction Administrator and on-site Representative during construction

PRODUCTS REQUIRED

- **Materials for presentation, engagement and design charrette with various stakeholders**
- **Programming and predesign documents and reports**
- **Drawings, design documents, design information and specifications**

Programming and predesign documents and reports (Pre Design) Phase

During this phase, the firm shall coordinate with stakeholders and interested parties to develop and define the elements of library programming and development of concepts for the MACC.

Schematic Design (Preliminary) Phase

During the Schematic Design Phase, the firm shall complete a Basis of Design Report. 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 completed all program vetting necessary to commence design with accurate assumptions.

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

- 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)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (100% 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 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)
- Electrical Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Demolition 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)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition 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)

Applicable to all phases:**Cost Estimates**

The firm shall develop and submit the 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.

Design Analysis

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

City Review

At completion of each design phase, the firm shall submit five (5) copies of the design documents, specifications and a cost opinion to the City for review and comment. The firm shall meet with the City within three working days of the submission for review. After meeting with the City, the firm shall have seven (7) consecutive calendar days to submit five (5) copies of the revised plans.

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

The firm shall submit a copy of their documented quality assurance design review with each submittal package.

Document formats, distribution and ownership

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

Bidding and Construction

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. The firm shall also provide ten (10) paper plan sets of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

During construction project closeout the firm shall produce and provide as-built drawings in hardcopy (24"X36"), CAD or BIM, PDF and electronic document formats.

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



August 14, 2019

Jerry DeMuro
Assistant Director of Design
Capital Improvement Department
City of El Paso / City II
218 N. Campbell
El Paso, Texas 79901

Re: Mexican American Cultural Center

Dear Jerry:

It is with great pleasure we submit our fee proposal for the future Mexican American Cultural Center, and Main Library Renovation. We are truly excited and look forward to taking part in the continuing Downtown transformation and our community. We understand how important this project is for the City, the Mexican American community and the Friends of the Library. We know their expectations are high and we are ready to meet the challenge.

After the meetings we have had with CID staff and Cabinet, our proposal is based on the following assumptions:

- 1) The project will begin with a strong public outreach effort to achieve buy-in from the different stakeholder groups, for the Library and the MACC.
- 2) The project will be developed in 4 phases:
 - a) Library Basement. This will house the branch administrative offices, existing offices and book handling and storage areas.
 - b) Library Sub-basement. Additional reading and collection.
 - c) First and Second Floor. Literacy Center, reading areas and periodicals, children and teen-town areas.
 - d) Development of the MACC, inclusive of the Cleveland Square park.
- 3) The project construction budget has been established at \$14,188,875.63 with a 10% Contingency of \$1,418,887.56 for a construction total of \$15,607,763.19.
- 4) CID will assist Exigo in the setup of the public outreach meetings and focus groups, including venues, schedule and equipment.

We are enclosing the hourly breakdown and the consultant fees for all four phases. Our basic services fee is \$1,405,640.32 and will include the following consultants:

Architectural Design and Construction Documents.
Landscaping Architecture, (Tela Landscape)
Civil Engineering, (SER Engineering)
Structural Engineering, (Balis Engineering)
Mechanical-Plumbing Engineering, (Fluid Systems)
Electrical Engineering, (Alpha Engineering)
Museum Consultant, (MGMP Consultant)

architecture . interiors
planning . project management

211 N. Florence Suite 204
El Paso, Texas 79901
www.exigoarch.com
phone 915.533.0323
fax 915.533.0332

Additional Services and Reimbursables of \$103,984.00:

Boundary and Topographic Survey (Precision Land Surveyors), \$7,500.00

Geotechnical Study (CQC), \$33,770.00

Public Outreach (Exigo), \$28,699.00

Traveling Expenses (MGMP Museum Consultant \$10,215.00 and Tela Landscape (\$7,800.00).

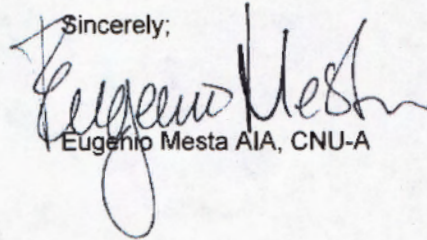
Software Support and Imaging, \$7,500.00

Submittals Printing Cloud Meetings and Presentation, \$5,000.00

Final Printing Field Drawings for Owner, \$3,500.00

For a total of **\$1,509,624.32** including expenses. We look forward to move on this exciting project and continue being a member of your team. If you have any questions, please do not hesitate to contact me.

Sincerely;

A handwritten signature in black ink, appearing to read 'Eugenio Mesta', with a large, stylized flourish extending from the bottom of the signature.

Eugenio Mesta AIA, CNU-A

Exigo Architectural Services Labor Fee Schedule Mexican American Cultural Center

PHASE I		Schematic Design/ Preliminary	Pre-final	Estimating	Final	Contract Admin	Total Hours	Hourly Rate	Total Cost
Role	Name								
Principal Architect	Eugenio Mesta	10	5	5	5	5	30	\$ 196.35	\$ 5,890.50
Principal	Jesus Ortega	15	15	10	15	15	70	\$ 127.52	\$ 8,926.40
Project Manager	Marcela Attolini	60	60	0	60	30	210	\$ 88.30	\$ 18,543.00
Architect	Paulina Lagos	0	0	0	0	0	0	\$ 117.30	\$ -
Intern Architect	Paulina Batista	55	55	0	50	0	160	\$ 63.00	\$ 10,080.00
REVIT	Luis Guevara	30	30	0	50	20	130	\$ 88.30	\$ 11,479.00
REVIT	Rogelio Gaytan	0	0	0	0	0	0	\$ 88.30	\$ -
Intern Architect		0	0	0	0	0	0	\$ 63.00	\$ -
Clerical	Miriam Gonzalez	10	15	0	15	5	45	\$ 46.83	\$ 2,107.35
Construction Admin.	Construction Admin.	0	0	0	0	50	50	\$ 80.33	\$ 4,016.50
Total Phase 1								\$	61,042.75

Total Phase 1	\$	61,042.75
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Phase II		Schematic Design/ Preliminary	Pre-final	Estimating	Final	Contract Admin	Total Hours	Hourly Rate	Total Cost
Role	Name								
Principal Architect	Eugenio Mesta	10	5	5	5	5	30	\$ 196.35	\$ 5,890.50
Principal	Jesus Ortega	15	15	10	15	15	70	\$ 127.52	\$ 8,926.40
Project Manager	Marcela Attolini	60	60	0	60	30	210	\$ 88.30	\$ 18,543.00
Architect	Paulina Lagos	0	0	0	0	0	0	\$ 117.30	\$ -
Intern Architect	Paulina Batista	55	55	0	50	0	160	\$ 63.00	\$ 10,080.00
REVIT	Luis Guevara	30	30	0	50	20	130	\$ 88.30	\$ 11,479.00
REVIT	Rogelio Gaytan	0	0	0	0	0	0	\$ 88.30	\$ -
Intern Architect	X	0	0	0	0	0	0	\$ 63.00	\$ -
Clerical	Miriam Gonzalez	10	15	0	15	5	45	\$ 46.83	\$ 2,107.35
Construction Admin.	Construction Admin.	0	0	0	0	50	50	\$ 80.33	\$ 4,016.50
Total Phase II								\$	61,042.75

Total Phase II	\$	61,042.75
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Exigo Architectural Services Labor Fee Schedule Mexican American Cultural Center

Phase III		Schematic Design/ Preliminary	Pre-final	Estimating	Final	Contract Admin	Total Hours	Hourly Rate	Total Cost
Role	Name								
Principal Architect	Eugenio Mesta	10	10	10	30	10	70	\$ 196.35	\$ 13,744.50
Principal	Jesus Ortega	20	20	20	20	20	100	\$ 127.52	\$ 12,752.00
Project Manager	Marcela Attolini	90	90	0	100	20	300	\$ 88.30	\$ 26,490.00
Architect	Paulina Lagos	0	0	0	0	0	0	\$ 117.30	\$ -
Intern Architect	Paulina Batista	90	90	0	100	0	280	\$ 63.00	\$ 17,640.00
REVIT	Luis Guevara	90	90	20	100	30	330	\$ 88.30	\$ 29,139.00
REVIT	Rogelio Gaytan	0	0	0	0	0	0	\$ 88.30	\$ -
Intern Architect	X	0	0	0	0	0	0	\$ 63.00	\$ -
Clerical	Miriam Gonzalez	40	40	0	40	20	140	\$ 46.83	\$ 6,556.20
Construction Admin.	Construction Admin.	0	0	0	0	50	50	\$ 80.33	\$ 4,016.50
								0 \$	110,338.20

0 \$	110,338.20
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Phase IV		Schematic Design/ Preliminary	Pre-final	Estimating	Final	Contract Admin	Total Hours	Hourly Rate	Total Cost
Role	Name								
Principal Architect	Eugenio Mesta	40	40	30	40	40	190	\$ 196.35	\$ 37,306.50
Principal	Jesus Ortega	60	60	60	80	60	320	\$ 127.52	\$ 40,806.40
Project Manager	Marcela Attolini	320	320	50	200	200	1090	\$ 88.30	\$ 96,247.00
Architect	Paulina Lagos	120	120	0	80	0	320	\$ 117.30	\$ 37,536.00
Intern Architect	Paulina Batista	420	420	0	200	0	1040	\$ 63.00	\$ 65,520.00
REVIT	Luis Guevara	420	420	60	180	150	1230	\$ 88.30	\$ 108,609.00
REVIT	Rogelio Gaytan	420	320	60	180	0	980	\$ 88.30	\$ 86,534.00
Intern Architect	X	420	320	0	180	0	920	\$ 63.00	\$ 57,960.00
Clerical	Miriam Gonzalez	0	80	20	80	100	280	\$ 46.83	\$ 13,112.40
Construction Admin.	Construction Admin.					283	283	\$ 80.33	\$ 22,733.39
								Total Phase IV \$	566,364.69

Exigo Architectural Services Labor Fee Schedule Mexican American Cultural Center

Presentations/Charrettes/City Council		Program	Charrette 1	Charrette 2	Focus Groups (2)	Districts	City Council	Total Hours	Hourly Rate	Total Cost
Role	Name									
Principal Architect	Eugenio Mesta	24	6	6	8	4	4	52	\$ 196.35	\$ 10,210.20
Principal	Jesus Ortega	0	6	6	0	0	0	12	\$ 127.52	\$ 1,530.24
Project Manager	Marcela Attolini	36	16	16	12	12	12	104	\$ 88.30	\$ 9,183.20
Architect	Paulina Lagos	0	4	4	0	0	0	8	\$ 117.30	\$ 938.40
Intern Architect	Paulina Batista	12	12	12	12	0	0	48	\$ 63.00	\$ 3,024.00
REVIT	Luis Guevara	0	0	0	0	0	0	0	\$ 88.30	\$ -
REVIT	Rogelio Gaytan	0	0	0	0	0	0	0	\$ 88.30	\$ -
Intern Architect	X	0	0	0	0	0	0	0	\$ 63.00	\$ -
Clerical	Miriam Gonzalez	16	0	0	0	0	0	16	\$ 46.83	\$ 749.28
Construction Admin.	Construction Admin.	0	0	0	0	0	0	0	\$ 80.33	\$ -
								Total Presentations/Charrettes \$		25,635.32

Total Hours All Phases		Total Hours	Hourly Rate	Total Cost
Role	Name			
Principal Architect	Eugenio Mesta	372	\$ 196.35	\$ 73,042.20
Principal	Jesus Ortega	572	\$ 127.52	\$ 72,941.44
Project Manager	Marcela Attolini	1914	\$ 88.30	\$ 169,006.20
Architect	Paulina Lagos	328	\$ 117.30	\$ 38,474.40
Intern Architect	Paulina Batista	1688	\$ 63.00	\$ 106,344.00
REVIT	Luis Guevara	1820	\$ 88.30	\$ 160,706.00
REVIT	Rogelio	980	\$ 88.30	\$ 86,534.00
Intern Architect	X	920	\$ 63.00	\$ 57,960.00
Clerical	Miriam Gonzalez	526	\$ 46.83	\$ 24,632.58
Construction Admin.	Construction Admin.	433	\$ 80.33	\$ 34,782.89
				\$ 824,423.71

Fee Schedule Subcontracted Services

PHASE I, II, III	Schematic Design/ Preliminary	Pre-final	Estimating	Final	Contract Admin	
Ten Eyke Landscape	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Civil SER Engineering	\$ 315.00	\$ 315.00	\$ 1,732.50	\$ 157.50	\$ 630.00	\$ 3,150.00
Mechanical Plumbing Fluid Systems	\$ 3,000.00	\$ 3,000.00	\$ 16,500.00	\$ 1,500.00	\$ 6,000.00	\$ 30,000.00
Electrical Alpha Engineering	\$ 4,472.00	\$ 4,470.00	\$ 24,596.00	\$ 2,236.00	\$ 8,944.00	\$ 44,718.00
Structural Stubbs Engineering	\$ 1,950.00	\$ 1,950.00	\$ 10,725.00	\$ 975.00	\$ 3,900.00	\$ 19,500.00
Cost Estimating Balis	\$ 8,848.66	\$ 15,485.16		\$ 15,485.16	\$ 4,424.00	\$ 44,242.98
Julie Gereda	\$ 400.00	\$ 700.00		\$ 700.00	\$ 200.00	\$ 2,000.00
Marety Goodwin	\$ 15,888.00	\$ 27,804.00		\$ 27,804.00	\$ 7,944.00	\$ 79,440.00
Root ARMKO	\$ 1,250.00	\$ 1,250.00	\$ 6,875.00	\$ 625.00	\$ 2,500.00	\$ 12,500.00
Total	\$ 36,123.66	\$ 54,974.16	\$ 60,428.50	\$ 49,482.66	\$ 34,542.00	\$ 235,550.98

Phase IV	Schematic Design/ Preliminary	Pre-final	Estimating	Final	Contract Admin	
Ten Eyke Landscape	\$ 13,950.00	\$ 13,950.00	\$ 76,725.00	\$ 6,975.00	\$ 27,900.00	\$ 139,500.00
Civil SER Engineering	\$ 2,659.50	\$ 2,659.50	\$ 14,627.25	\$ 1,329.75	\$ 5,319.00	\$ 26,595.00
Mechanical Plumbing Fluid Systems	\$ 4,260.00	\$ 4,260.00	\$ 23,430.00	\$ 2,130.00	\$ 8,520.00	\$ 42,600.00
Electrical Alpha Engineering	\$ 6,708.00	\$ 6,708.00	\$ 36,894.00	\$ 3,354.00	\$ 13,416.00	\$ 67,080.00
Structural Stubbs Engineering	\$ 4,450.00	\$ 4,450.00	\$ 24,475.00	\$ 2,225.00	\$ 8,900.00	\$ 44,500.00
Cost Estimating Balis	\$ 5,078.13	\$ 8,886.72		\$ 8,886.72	\$ 2,539.06	\$ 25,390.63
Root ARMKO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 37,105.63	\$ 40,914.22	\$ 176,151.25	\$ 24,900.47	\$ 66,594.06	\$ 345,665.63

Total Subcontracted Services \$ 581,216.61

Reimbursable Expenses

Expense Item	Cost
Boundary and Topographic Survey (Precision Land Surveyors)	\$ 7,500
Geotechnical Study (CQC)	\$ 33,770
Public Outreach (Exigo)	\$ 28,699
Travel	
MGMP	10215
Ten Eyke Landscape	7800
Total Travel	\$ 18,015
Software Support and Imaging	\$ 7,500
Submittals Printing, Cloud Meetings and Presentations	\$ 5,000
Final Printing Field Drawi	\$ 3,500

Total Reimbursable \$ 103,984

Total Costs all Phases All Tasks

Exigo	\$ 824,423.71
Subcontractors	\$ 581,216.61
Reimbursables	\$ 103,984
Total	\$ 1,509,624.32

ATTACHMENT "C"
INSURANCE CERTIFICATE



EXIGO00-01

MMAHONEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2019

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

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

PRODUCER License # 4682 Hub International Insurance Services 201 E Main Drive, Suite 800 El Paso, TX 79901	CONTACT NAME: Megan Mahoney	
	PHONE (A/C, No, Ext): (915) 206-6045	FAX (A/C, No): (866) 399-3972
	E-MAIL ADDRESS: megan.mahoney@hubinternational.com	
INSURED Exigo Architecture, LLC 211 N. Florence Suite 204 El Paso, TX 79901	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Hanover Lloyd's Insurance Company	NAIC # 41602
	INSURER B: Texas Mutual Insurance Company	22945
	INSURER C: Hanover Insurance Company	22292
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cyber - 25,000/ \$5, GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		OLD-A903603-03	4/15/2019	4/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Hired&Non-Owned Auto \$ Included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		OLD-A903603-03	4/15/2019	4/15/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0001287110	5/1/2019	5/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		LHDA856222	2/23/2019	2/23/2020	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement or policy terms that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions.

Hired and Non-Owned Auto- Included

Professional Liability policy # LHDA85622206
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Capital Improvement Department 218 N. Campbell St., Second Floor 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 <i>[Signature]</i>
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Hub International Insurance Services		License # 4682	NAMED INSURED Exigo Architecture, LLC 211 N. Florence Suite 204 El Paso, TX 79901
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:**Claims Made**

Limit of Liability \$1,000,000 per Claim for Damages and Claim Expenses; not to exceed \$1,000,000 Aggregate for Damages and Claim Expenses, for all

Deductible: \$15,000 Each Claim (applies to amounts for Damages and Claim Expenses)

Retroactive Date: 2/23/2012

Project - Mexican American Cultural Center



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

EVALUATION COMMITTEE SCORE SUMMARY

PROJECT: MEXICAN AMERICAN CULTURAL CENTER

	Alvidrez Architecture	ASA Architects	Carl Daniel Architects	EXIGO	GA Architecture	Huitt Zollars
Rater #1	74	51	90	100	70	78
Rater #2	47	42	72	82	52	54
Rater #3	52	52	72	69	54	64
Rater #4	90	67	81	86	60	86
Rater #5	73	58	83	79	62	85
Total Score	336	270	398	416	298	367

	In Situ	Liev Arch	LPA_PSRBB	Mijares Mora	MNK Architects	Munoz & Company
Rater #1	75	0	72	86	100	73
Rater #2	56	0	67	69	72	70
Rater #3	56	0	58	58	66	60
Rater #4	75	0	78	87	77	83
Rater #5	72	0	79	80	94	79
Total Score	334	0	354	380	409	365