Renard U. Johnson
Mayor

Dionne Mack
City Manager

CITY COUNCIL
Alejandra Chávez, District 1
Josh Acevedo, District 2
Deanna Maldonado-Rocha, District 3
Cynthia Boyar Trejo, District 4
Ivan Niño, District 5
Art Fierro, District 6
Lily Limón, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

August 05, 2025
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 247-050-702#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on August 5, 2025 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. http://www.elpasotexas.gov/videos
Via television on City15,
YouTube: https://www.youtube.com/user/cityofelpasotx/videos

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling the following number:

1-915-213-4096 or Toll free number: 1-833-664-9267

At the prompt, please enter Conference ID: 247-050-702#

The public may sign up to speak on items on this agenda before the 9:00 AM deadline on the meeting day at the following links:

For Call to the Public:

https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397

To Speak on Agenda Items:

https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb

9:00 A.M. PLEDGE OF ALLEGIANCE

Candlelighters of El Paso at the Invitation of Mayor Renard U. Johnson

David Peña
Daisy Lopez

MAYOR'S PROCLAMATIONS

American Legion Eastwood Post 36 105th Anniversary

I Walk Beside You

National Black Business Month

Emma Acosta LULAC Texas Woman of the Year 2025

10:00 A.M. ROLL CALL

A QUORUM OF THE CITY COUNCIL MUST BE PRESENT AT THIS TIME

INVOCATION BY EL PASO POLICE CHAPLAIN ROBERT HEMPHILL, JR. PH.D.

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

Public comment on agenda items will begin at 10:00 a.m. Request to speak must be received by 9:00 a.m. on the day of the meeting.

Members of the public may choose to comment at 10:00 a.m. or at the time the item is heard, but not both.

CALL TO THE PUBLIC (CITY RELATED NON-AGENDA ITEMS)

Call to the Public will begin at 10:00 a.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

NOTICE TO THE PUBLIC

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by City Council to be routine and will be enacted by one motion unless separate discussion is requested by Council Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. Council may, however,

reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

1. Approval of the Minutes of the Regular City Council Meeting of July 22, 2025, the Work Session of July 21 2025, and the Special Meeting of March 20, 2025. **25-904**

All Districts
City Clerk's Office, Laura D Prine, (915) 212-0049

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS **25-93**

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution that the Director of Aviation, or designee, be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor") and CLK New-Star RE, LP ("Assignor") and Vision AHM, LLC ("Assignee") regarding the following property: **25-911**

A portion of Lot 1, Block 3, Butterfield Trail Industrial Park, Unit One, Replat C, City of El Paso, El Paso County, Texas, municipally known and numbered as 7120 Airport Road, El Paso, Texas.

District 3
Airport, Tony Nevarez, (915) 212-7301
Airport, Debbie Olivas, (915) 212-7337

4. A Resolution that the Director of Aviation, or designee, be authorized to submit a subzone expansion application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zone (FTZ) 68, to include the following parcel: **25-917**

13551 Montana Avenue, El Paso, Tx. 79938. Power Subdivision Lot 2.

Extraterritorial Jurisdiction
Airport, David Panko, (915) 212-7401

5. A Resolution that the Director of Aviation, or designee, be authorized to submit a minor boundary modification application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zone (FTZ) 68, to include the following parcel: **25-918**

970 Camino Del Rey Dr, El Paso, TX 79907

District 6
Airport, David Panko, (915) 212-7401

6. A Resolution that the Director of Aviation, or designee, be authorized to submit **25-919**

a minor boundary modification application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zone (FTZ) 68, to include the following parcels:

Legal description- 13500 Pellicano Drive, El Paso County, Texas 79928, which includes the following parcels:

79 TSP 3 SEC 19 T & PABST 2155 W 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 (EXC NLY 60.00 FT) (4.5455 AC)

79 TSP 3 SEC 19 T & PABST 2155 E 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 (EXC NLY 60 FT) (4.5430 AC)

79 TSP 3 SEC 19 T & PABST 2155 W 1/2 OF SW 1/4 OF NE 1/4 OF NE 1/4 {5.00 AC)

79 TSP 3 SEC 19 T & P ASST 2155 E 1/2 OF SW 1/4 OF NE 1/4 OF NE 1/4 (5.00 AC)

Extraterritorial Jurisdiction
Airport, David Panko, (915) 212-7401

7. A Resolution authorizing the Mayor to sign an interlocal Agreement between the 34th Judicial District Attorney, the County of El Paso, Texas, and the City of El Paso, Texas for the reimbursement of up to $40,000.00 for the actual costs incurred and paid for by the City for testing narcotics and controlled substances for cases related to the Border Prosecution Unit/Texas Anti-Gang Center for the period of September 1, 2023 to August 31, 2025. **25-900**

All Districts
Police, Assistant Chief Humberto Talamantes, (915) 212-4309

8. A Resolution authorizing the Mayor to sign an Inter-local Agreement between the City of El Paso and Texas Department of Public Safety to allow for a reimbursement program to compensate the City for travel and overtime expenses incurred by the Tactical Flight Officers assigned to the Department of Public Safety Aircraft Section. This agreement shall be effective on the date signed by the last party and will terminate on 08/31/2030 or when funding is depleted. The parties may also terminate this contract earlier upon mutual written consent or upon written request or either party with 30 calendar days written notice. Additionally, this contract has three optional one-year renewal periods. The total amount of this contract will not exceed $160,000.00. The prior Inter-local Agreement was first signed between both parties on July 13, 2015. **25-903**

All Districts
Police, Assistant Chief Juan Briones, (915) 212-4304

9. That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A). **25-860**

All Districts
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

10. A Resolution of the City of El Paso, Texas consenting to the addition of road powers for El Paso County Municipal Utility District No. 3 of El Paso County. **25-914**

Extraterritorial Jurisdiction
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

11. A Resolution of the City of El Paso, Texas consenting to the addition of road powers for El Paso County Municipal Utility District No. 4 of El Paso County. **25-915**

Extraterritorial Jurisdiction
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

12. Approve a Resolution related to City Accessibility Advisory Committee as follows, A Resolution Re-Establishing a City Accessibility Advisory Committee for the purpose of advising the City of El Paso on matters involving accessibility concerns related to City-owned building and facilities. **25-907**

All Districts
Community and Human Development, Nickole H. Rodriguez, (915) 212-1673
City Attorney's Office, Joyce Garcia, (915) 212-1141

13. That the City Manager be authorized to sign the 2nd Amendment to the Consulting Services Agreement between the City of El Paso and John Hargrove Consulting to provide engineering consulting services to the Department of Information Technology. This amendment extends the scope of services provided by John Hargrove Consulting, LLC, to include additional tasks related to Design Review and Federal Communications Commission (FCC) Filings for Bi-Directional Amplifier and Distributed Antenna System installations. **25-921**

All Districts
Information Technology, Carolyn Patrick, (915) 212-1408

14. A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the University Medical Center of El Paso for the period starting September 4, 2024, through January 31, 2026, with four one year renewal periods, for the provision of laboratory testing services by the City of El Paso to the University Medical Center of El Paso, as well as, for laboratory testing services by the University Medical Center of El Paso to the City of El Paso. **25-924**

All Districts
Public Health, Veerinder Taneja, (915) 212-6502

15. A Resolution that the City Manager is authorized to sign the First Amendment to Agreement for Professional Services between City and MNK Architects for the provision of additional services by MNK Architects in exchange for additional payment by City in an amount not to exceed $150,936.85. **25-946**

District 5
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

16. Joseph Iglesias to the Bond Overview Advisory Committee by Representative Art Fierro, District 6. **25-967**

Members of the City Council, Representative Art Fierro, (915) 212-0006

CONSENT AGENDA - BOARD APPOINTMENTS:

17. Michael Gaglio to the Open Space Advisory Board by Representative Josh Acevedo, District 2. **25-950**

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

18. Stephen Nordberg to the Fair Housing Task Force, as a regular member by Representative Alejandra Chávez, District 1. **25-961**

Members of the City Council, Representative, Alejandra Chávez, (915) 212-0001

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

19. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than $2,500.00. (See Attachment B) **25-908**

All Districts
Tax Office, Maria O. Pasillas, (915) 212-0106

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

20. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Alejandra Chávez in the amount of $1,000 from Summer Rain Management Group, LLC. **25-949**

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

21. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contribution by Representative Art Fierro in the amount of $1,000 from Raymond Palacios. **25-966**

Members of the City Council, Representative Art Fierro, (915) 212-0006

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

22. The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2024-0356R ELP Solar Covered Parking-ConRac to GS Solar, LLC dba Big Sun Solar. This change order will increase referenced contract by $76,644.00 for a total estimated amount not to exceed $4,867,808.00. This change order will incorporate a revision to the specifications for the PV (photovoltaic) system canopy and the appropriate contract amount for this change. This specification revision will increase the canopy height, enabling rental agencies to maintain operations and services with their current vehicle inventory. **25-929**

Department:	El Paso International Airport
Award to:	GS Solar, LLC dba Big Sun Solar
City & State:	San Antonio, TX
Current Contract Estimated Amount:	$4,791,164.00
Change Order amount:	$76,644.00
Total estimated Amount not to Exceed:	$4,867,808.00
Account(s):	562-3080-580270-62335 562-3010-62335-580270-PAP24MICRO
Funding Source(s):	Federal Aviation Administration Supplemental, Airport Enterprise Fund
District(s):	3

This was a Request for Proposals Award - service contract.

District 3
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Airport, Tony Nevarez, (915) 212-7301

23. The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2020-416 Security Services at Police Headquarters to Night Eyes Protective Services, Inc. This change order will increase referenced contract by $96,450.00 for a total estimated amount not to exceed $598,770.00. This change order will increase contract capacity until its expiration on November 26, 2025 as the month to month clause up to six months has been executed. **25-932**

Department:	Police
Award to:	Night Eyes Protective Services, Inc.
City & State:	El Paso, TX
Current Contract Estimated Amount:	$502,320.00
Change Order Amount:	$96,450.00
Total Estimated Amount not to Exceed:	$598,770.00
Account(s):	321 - 1000 - 21100 - 522120
Funding Source(s):	General Fund
District:	2

This was a Best Value Bid Award - unit price contract.

District 2

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Police, Chief Peter Pacillas, (915) 212-4308

CONSENT AGENDA - BIDS:

24. The award of Solicitation 2025-0074 Billiard Repair & Game Room to Lowntro LP dba Roy Lowns Classic Awards & Billiards for a term of three (3) years for an estimated amount of $161,100.00. This contract will be used for repairs and maintenance for existing billiard tables to include the purchase of new gaming equipment at various recreations and senior centers. **25-933**

Contract Variance:
No prior contract to compare.

Department:	Parks & Recreation
Award to:	Lowntro LP dba Roy Lowns Classic Awards & Billiards
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$53,700.00
Initial Term Estimated Award:	$161,100.00
Option Term Estimated Award:	N/A
Total Estimated Award	$161,100.00
Account(s)	451-1000-51230-533030-P5106 451-1000-51230-522150-P5106
Funding Source(s):	Other Equipment / Outside Contracts
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Parks & Recreation Department recommend award as indicated to Lowntro LP dba Roy Lowns Classic Awards & Billiards the lowest responsive and responsible bidder.

It is requested 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 execution of this award.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Parks & Recreation, Pablo Caballero, (915) 212-8018

REGULAR AGENDA - FIRST READING OF ORDINANCES:

INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY CHARTER:

Public comment typically is not taken during the first reading of ordinances. Public comments are invited at the date of the scheduled public hearing.

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 10:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

25. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.010 (Definitions), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety; amending Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.030 (Parking Benefit District Requirements), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety; amending Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.060 (Application Requirements), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety; and amending Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.080 (Parking Benefit District Advisory Committee), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety. **25-898**

District 8
International Bridges, Paul Stresow, (915) 212-7502

PUBLIC HEARING WILL BE HELD ON AUGUST 19, 2025

26. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.230 (Schedule XX-Parking Benefit Districts), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety **25-899**

District 8
International Bridges, Paul Stresow, (915) 212-7502

PUBLIC HEARING WILL BE HELD ON AUGUST 19, 2025

27. An Ordinance changing the zoning of being a portion of Tract 8, Nellie D. Mundy Survey No. 239, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to G-MU (General Mixed Use), approving a master zoning plan, and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-916**

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: Generally North of Talbot Ave. and West of S. Desert Blvd.
Applicant: Sangiovese, LLC PZRZ24-00021

District 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 3, 2025

28. An Ordinance amending Ordinance No. 019580 vacating a 1.061 acre portion of Randolph Street and Blacker Avenue Rights-Of-Way, to include the entirety of the intersection of Randolph Street and Blanchard Avenue, located within Alexander Addition, City of El Paso, El Paso County, Texas **25-920**

Subject Property: Randolph Street and Blacker Avenue
Applicant: Board of Regents of the University of Texas System SURW23-00013

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alex Alejandre, (915) 212-1642

PUBLIC HEARING WILL BE HELD ON AUGUST 19, 2025

29. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.40 (Department of Museums and Cultural Affairs), to remove references and language regarding the Museums and Cultural Affairs Board in Sections 2.40.030, 2.40.040, 2.40.050, 2.40.060, 2.40.070, and 2.40.080. **25-881**

All Districts
Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766
City Attorney's Office, Jesus Quintanilla, (915) 212-1046

PUBLIC HEARING WILL BE HELD ON AUGUST 19, 2025

30. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.08 (City Plan Commission) to add Section 2.08.160 (Climate and Sustainability) in order to modify the purview of City Plan Commission to include Climate and Sustainable Development. **25-912**

All Districts
Planning and Inspections, Kevin Smith, (915) 212-1566
City Attorney's Office, Russell Abeln, (915) 212-1127

PUBLIC HEARING WILL BE HELD ON AUGUST 19, 2025

31. An Ordinance amending Title 2 (Administration and Personnel), to amend Chapter 2.22 (Open Space Advisory Board) and replace with Chapter 2.22 (Reserved). To remove references and language regarding the Open Space Advisory Board in its entirety. **25-913**

All Districts
Planning and Inspections, Kevin Smith, (915) 212-1566
City Attorney's Office, Russell Abeln, (915) 212-1127

PUBLIC HEARING WILL BE HELD ON AUGUST 19, 2025

32. An Ordinance amending Title 2 (Administration And Personnel), to remove Chapter 2.72 (Committee on Border Relations) to remove references and **25-939**

language regarding the Committee on Border Relations in its entirety.

All Districts
Economic and International Development, Adriana Pulecio, (915) 212-0094

PUBLIC HEARING WILL BE HELD ON AUGUST 19, 2025

33. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.20 (Boards of Parks and Recreation), to remove reference and language regarding the Parks and Recreation Advisory Board in Chapter 2.20. **25-934**

All Districts
Parks and Recreation, Pablo Caballero, (915) 212-0092

PUBLIC HEARING WILL BE HELD ON AUGUST 19, 2025

34. An Ordinance amending Title 7 (Animals), Chapter 7.28 (Animal Shelter Advisory Committee), to remove references and language regarding the Animal Shelter Advisory Committee in its entirety. **25-901**

All Districts
Animal Services Department, Terry Kebschull, (915) 212-8742

PUBLIC HEARING WILL BE HELD ON AUGUST 19, 2025

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

35. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.04 (Boards, and Commissions and Committees Generally) to rename and amend Section 2.04.010 (Meetings-Excessive Absences) to remove references of excessive absences, Section be renamed “Uniform Bylaws,” and require Boards and Commissions to adopt the City’s Uniform Bylaws; to amend Section 2.04.020 (Meetings-Minutes-Recordkeeping Requirements) to update the requirements of recordkeeping meeting minutes. **25-837**

All Districts
City Clerk's Office, Laura D. Prine, (915) 212-0049

36. An Ordinance repealing Ordinance 008961 which enacted the City Accessibility Advisory Committee, and repealing Ordinance 017082 and Ordinance 011469 which amended the City Accessibility Advisory Committee. **25-873**

All Districts
Community and Human Development, Nickole H. Rodriguez, (915) 212-1673
City Attorney's Office, Joyce Garcia, (915) 212-0033

37. An Ordinance amending Title 3 (Revenue and Finance) of the El Paso Municipal Code, Chapter 3.04 (Property Taxes) by amending Section 3.04.040 (Exemption - Residence Homestead) to Increase the Ad Valorem Property Tax Exemption for individuals who qualify under the current Code. **25-868**

All Districts
City Manager's Office, Robert Cortinas, (915) 212-1067

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

38. Discussion and action on the transition period for the internal audit function during the recruitment for Chief Internal Auditor. **25-965**

All Districts
Members of the City Council, Representative Josh Acevedo, (915) 212-0002
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

39. Discussion and action on the award of Solicitation 2025-0009 McRae Shared Path Phase 1 and Phase 2 to MARTINEZ BROS CONTRACTORS, LLC for a total estimated amount of $3,129,157.09 This project will consist of construction of a shared use path from Montwood Drive to Montana Avenue. The proposed improvements include demolition, concrete curb, ADA compliant curb ramps, improvements to pedestrian crossings at intersections, irrigated landscaping with amenities, pavement markings and signs. **25-930**

Department:	Capital Improvement
Award to:	MARTINEZ BROS CONTRACTORS, LLC
City & State:	El Paso, TX
Item(s):	Base Bid I & Base Bid II
Contract Term:	130 Standard Workweek Days
Base Bid I:	$1,835,067.46
Base Bid II:	$1,294,089.63
Total Estimated Award:	$3,129,157.09
Account(s):	190-4745-38290-580270-PCP23TRAN09 190-4746-28900-580270-PCP24TRAN01I
Funding Source(s):	Transportation Alternatives Set-Aside (TASA)
District(s):	3 & 7

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Capital Improvement Department recommend award as indicated to Martinez Bros Contractors, LLC the lowest responsive and responsible bidder.

It is requested 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 execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes

which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

Districts 3 and 7
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Gilbert A. Guerrero, (915) 212-1860

REGULAR AGENDA - OTHER BUSINESS:

40. Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Halff Associates, Inc., an employee-owned Texas corporation, for the development of a ten-year Master Plan for the Parks and Recreation Department, for a total contract amount not to exceed $577,300 and a 12 to 14-month term. Further, 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. **25-905**

All Districts
Parks and Recreation, Pablo Caballero, (915) 212-0092
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

41. Discussion and action on a Resolution that the City Council reappoints Jorge Rivas and Cori Harbour-Valdez as Part-Time Associate Municipal Court Judges to serve a four-year term from August 9, 2025 through August 9, 2029. They preside over arraignments and serve as magistrates on graveyard shifts. **25-922**

All Districts
Municipal Courts, Annabelle Casas, (915) 212-0215

42. Discussion and action on a Resolution authorizing the City Manager or designee to sign all documents related to the FY 2024 Staffing for Adequate Fire and Emergency Response Grant, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of $2,545,200.13 with a cash match of $1,710,929.32 for a total grant amount of $4,256,129.45. The grant period is estimated to be from September 2025 through August 2028. Recipients are required to contribute twenty-five percent (25%) of the actual costs incurred in each of the first and second years of the grant; and sixty-five (65%) percent of the actual costs incurred in the third year of the grant. **25-923**

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665

43. Discussion and action on a Resolution that the El Paso City Council authorizes the acceptance of an award from the Texas Parks and Wildlife Local Park Grant Program for funds in the amount of $1,500,000.00, including a $1,500,000.00 match required from the City, for a total of $3,000,000.00 to develop Phase II of the 92.4-acre El Paso Eastside Regional Park, which will include sports courts, native landscaping, and irrigation infrastructure. **25-906**

District 5

Parks and Recreation, Pablo Caballero, (915) 212-0092

44. Discussion and action on a Resolution authorizing the City Manager to sign a two-year On-Call Agreement for Professional Services to perform Civil Engineering Services on a task-by-task basis by and between the City of El Paso and each of the following 6 consultants: **25-927**

1. AECOM Technical Services, Inc.
2. CEA Engineering Group, Inc.
3. Consor Engineers, LLC
4. GRV Integrated Engineering Solutions, LLC
5. Huitt-Zollars, Inc.
6. Moreno Cardenas, Inc.

Each On-Call Agreement will be for an amount not to exceed $750,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed $50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project.

All Districts
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

45. Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate the listed budget transfer to utilize Investment Interest funds to set up budget for the Cedar Grove Subdivision Improvements project. **25-940**

Project	Fund	Amount
Cedar Grove Subdivision Improvement	4740	$166,597.35
Cedar Grove Subdivision Improvement	4741	$475,964.53
Cedar Grove Subdivision Improvement	4743	$345,307.37

District 3
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

EXECUTIVE SESSION

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS

Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087	DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON THURSDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

http://www.elpasotexas.gov/

File #: 25-904, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
City Clerk's Office, Laura D Prine, (915) 212-0049

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Approval of the Minutes of the Regular City Council Meeting of July 22, 2025, the Work Session of July 21 2025, and the Special Meeting of March 20, 2025.

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

July 22, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

……..…….

9:00 AM PLEDGE OF ALLEGIANCE

Top Teens of America at the Invitation of City Representative Ivan Niño

Yuri Hendersen
Gina Williams
Jasmine Bailey
Jayden Jackson

……..…….

MAYOR'S PROCLAMATIONS

Americans With Disabilities Act 35th Anniversary Awareness and Action Day

Tender Care's 5 Star Excellence Day

Big Boy Concessions Day

Best Visitor Information Center in Texas Day

……..…….

10:00 AM ROLL CALL

……..…….

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 10:00 a.m. Mayor Renard Johnson was present and presiding and the following Council Members answered roll call: Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Lily Limón, and Chris Canales. Late arrivals: Alejandra Chávez at 10:01 a.m. and Art Fierro at 10:02 a.m.

……..…….

INVOCATION BY THE MINISTRY COORDINATOR FOR THE EL PASO COUNTY SHERIFF'S OFFICE, AND CHAPLAIN EMERITUS FOR THE EL PASO POLICE DEPARTMENT, SAM FARAONE

……..…….

CALL TO THE PUBLIC (CITY RELATED NON-AGENDA ITEMS):

……..…….

The following members of the public commented:

1. Ms. Beti Stanghellini
2. Ms. Claudia Contreras Siller

3. Ms. Elizabeth Crawford
4. Ms. Nazly de La Hoya-Flores
5. Mr. Ron Comeau
6. Ms. Anne M. Giangiulio submitted a statement on proposed parking meters for Kern Place to be entered into the record
7. Mr. Paul Dipp
8. Ms. Veronica Carbajal
9. Mr. Sam Silerio
10. Mr. Saúl González
11. Mr. Michael Clark
12. Ms. Mary Bardouche
13. Ms. Linda Troncoso

……

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

……

Mr. Rick McLaughlin, citizen, commented on Item 38.

……

NOTICE TO THE PUBLIC

……

*Motion made, by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried to **APPROVE, AS REVISED,** all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

1. *Motion made, seconded, and unanimously carried to **APPROVE** the minutes of the Regular City Council Meeting of July 8, 2025.

……

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

……

2. **NO ACTION** was taken on this item.

……

CONSENT AGENDA – RESOLUTIONS:

……

3. ***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CHAVEZ OSCAR & MARTHA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

606 Mulberry Ave, more particularly described as Tr 14-C-2 (1.50 Ac), Block 5, Upper Valley Subdivision, City of El Paso, El Paso County, Texas, PID #U819-999-005A-1460

to be $1500.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($1500.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%)interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MONTERO CATARINO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

261 Northbrook Ct, more particularly described as Lot 19 (5050.50 Sq Ft), Block 18, Sunset View #4 Subdivision, City of El Paso, El Paso County, Texas, PID #S814-999-0180-1900

to be $341.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY ONE AND 00/100 DOLLARS ($341.00) to be a lien on the above described property, said amount being due and

payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESCOBAR ENRIQUE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lot 24 (Private Open Area) (20599.19 Sq Ft), Block 1, Spanish Courts Subdivision, City of El Paso, El Paso County, Texas, PID #S564-999-0010-2400

to be $503.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED THREE AND 00/100 DOLLARS ($503.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HERNANDEZ RAMON, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation

of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5784 Ethel Rd, more particularly described, S A & M G RR SURV 266 ABST 8716 TR 21-K (0.27 AC), City of El Paso, El Paso County, Texas, PID #X266-999-S00B-6570

to be $408.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of January, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHT AND 00/100 DOLLARS ($408.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CARDIEL SUSANA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8904 Norton St, more particularly described as Lot 37 (7500 Sq Ft), Block 12, Del Norte Acres Subdivision, City of El Paso, El Paso County, Texas, PID #D361-999-0120-8400

to be $336.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 00/100 DOLLARS ($336.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VALENZUELA FRANCISCO J, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

6205 Tejas Dr, more particularly described as Lot 27 (8800 Sq Ft), Block 12, Tejas #3 Subdivision, City of El Paso, El Paso County, Texas, PID #T109-999-0120-7900

to be $342.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY TWO AND 00/100 DOLLARS ($342.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MATTESON SHELBA J, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

7620 N Gateway Blvd, more particularly described as N 101 Ft Of W 107.8 Ft Of 241 & N 101 Ft Of 244 (22805 Sq Ft), Sunrise Acres #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S917- 999-002J-7600

to be $336.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 50/100 DOLLARS ($336.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VIEZCAS ROBERTO & MARIANA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental

Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

609 N San Marcial St, more particularly described as S 1/2 Of 17 & 18 (3500 S Ft), Block 66, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0660-5100

to be $358.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY EIGHT AND 00/100 DOLLARS ($358.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ROBINSON ALBERT S, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4105 Sunrise Ave, more particularly described as Lot 7 (6000 Sq Ft), Block 5, Desert Hills Subdivision, City of El Paso, El Paso County, Texas, PID #D444-999-0050-3100

to be $413.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of August, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTEEN AND 50/100 DOLLARS ($413.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MASSEY CHRISTY L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10437 Orpheus Dr, more particularly described as Lot 18 (6430 Sq Ft), Block 10, Apollo Heights Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0100-3500

to be $660.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED AND SIXTY AND 00/100 DOLLARS ($660.00)to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MASSEY CHRISTY L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10437 Orpheus Dr, more particularly described as Lot 18 (6430 Sq Ft), Block 10, Apollo Heights Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0100-3500

to be $1700.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS($1700.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MASSEY CHRISTY L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10437 Orpheus Dr, more particularly described as Lot 18 (6430 Sq Ft), Block 10, Apollo Heights Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0100-3500

to be $876.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED SEVENTY SIX AND 00/100 DOLLARS ($876.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MASSEY CHRISTY L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10437 Orpheus Dr, more particularly described as Lot 18 (6430 Sq Ft), Block 10, Apollo Heights Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0100-3500

to be $776.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED SEVENTY SIX AND 00/100 DOLLARS ($776.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MASSEY CHRISTY L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10437 Orpheus Dr, more particularly described as Lot 18 (6430 Sq Ft), Block 10, Apollo Heights Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0100-3500

to be $593.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED NINETY THREE AND 00/100 DOLLARS ($593.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MASSEY CHRISTY L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10437 Orpheus Dr, more particularly described as Lot 18 (6430 Sq Ft), Block 10, Apollo Heights Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0100-3500

to be $1675.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND SIX HUNDRED SEVENTY FIVE AND 00/100 DOLLARS ($1675.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MASSEY CHRISTY L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10437 Orpheus Dr, more particularly described as Lot 18 (6430 Sq Ft), Block 10, Apollo Heights Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0100-3500

to be $1649.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND SIX HUNDRED FORTY NINE AND 50/100 DOLLARS ($1649.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MONTAGUE SOCORRO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4909 Round Rock Dr, more particularly described as Lot 29 & W 3 Ft Of 28 (6732.00 Sq Ft), Block 13, Pleasant Hills Subdivision, City of El Paso, El Paso County, Texas, PID #P863-999-0130-5700

to be $853.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED FIFTY THREE AND 00/100 DOLLARS ($853.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARQUEZ SERGIO & ROMAN, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8551 Alameda Ave, more particularly described as Tr 16-P-2 (0.5000 Ac), Block 36, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-036B-1620

to be $510.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TEN AND 00/100 DOLLARS ($510.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VALDEZ LUZ P (TR), referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

909 Mallett St, more particularly described as Lot 14 (6470 Sq Ft), Block 4, Loma Terrace #6 Replat Subdivision, City of El Paso, El Paso County, Texas, PID #L553-999-0040-9200

to be $338.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY EIGHT AND 00/100 DOLLARS ($338.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BARRIO PARTNERS LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

300 Barbaree Dr, more particularly described as Lot 10 (24120.00 S Ft), Block 2, Mesa Hills Replat Subdivision, City of El Paso, El Paso County, Texas, PID #M344-999-0020-1900

to be $396.61, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY SIX AND 61/100 DOLLARS ($396.61) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WHITE LEELAND O, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

815 La Cruz Dr, more particularly described as E Pt Of 7 & W Pt Of 10 (10500 Sq Ft), Block 4, Mission Hills Subdivision, City of El Paso, El Paso County, Texas, PID #M576-999-0040-1100

to be $336.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of June, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 00/100 DOLLARS ($336.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CAMACHO CARLOS M & MARIBEL S, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

2211 Magoffin Ave, more particularly described as Lot 23, Block 34, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-0340-7100

to be $508.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of August, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED EIGHT AND 00/100 DOLLARS ($508.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MORAD LABIBI J, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

2227 Magoffin Ave, more particularly described as Lots 30 To 32 (Homesite) (6240 Sq Ft), Block 34, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-0340-9600

to be $374.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUDNRED SEVENTY FOUR AND 25/100 DOLLARS ($374.25) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, KOLASA A JOHN, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

2206 Mills Ave, more particularly described as Lot 12 & E 10 ft Of 13 (4200 Sq Ft), Block 51, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-0510-3100

to be $1498.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 DOLLARS ($1498.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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4. *R E S O L U T I O N

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR LOT 1, BLOCK 367, VISTA DEL SOL UNIT NO. 80, 11409 CEDAR OAK DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, AMPTX PROPERTIES, LLC.**,** (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval. The detailed site development plan is subject to the development standards in the C-4/C (COMMERCIAL/CONDITION) **District** regulations and subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "A"** and is incorporated herein by reference for all purposes; and,

WHEREAS, a report was made by the staff to the City Plan Commission and a public hearing was held regarding such application;

WHEREAS, the City Plan Commission has approved and herein recommends Council approval of the subject detailed site development plan; and

WHEREAS, the City Council finds that the detailed site development plan meets all applicable requirements of the El Paso City Code:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, to **permit an office warehouse** as required under the **C-4/c (Commercial/condition)** District as per Section **20.04.150**, on the following described property which is located in a **C-4/c (Commercial/condition)** District:

***Lot 1, Block 367, Vista Del Sol Unit No. 80, 11409 Cedar Oak Drive**,City of El Paso, El Paso County, Texas.*

2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit "A"**** and incorporated herein by reference.

3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the **C- 4/C (COMMERCIAL/CONDITION** District regulations.

4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the **C-4/C (COMMERCIAL/CONDITION)** District. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

5. This approval shall be void if construction on the property is not started in accordance with the approved detailed site development plan within four (4) years from the date hereof.

**Exhibit available at the City Clerk's Office.

……..…….

5. *R E S O L U T I O N

WHEREAS, pursuant to Section 33.01 lG)(l) of the Tax Code, the governing body of a taxing unit shall waive penalties and interest on a delinquent tax if the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date; and

WHEREAS, pursuant to Section 33.01 l(d) a request for waiver of penalties and interest pursuant to Section 33.0llG)(l) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.01 l(d) of the Tax Code, taxpayer, JUAN A. REBOLLO ("Taxpayer") requested a waiver of penalties and interest on June 19, 2025, before the 181st day after the delinquency date, in the amount of $427.93 for the 2024 delinquent taxes for the property with the following legal description:

26 SUN RIDGE #7 LOT 8 (6195.00 SF)

WHEREAS, the Taxpayer submitted evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the Taxpayer's payment being postmarked after the delinquency date.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Taxpayer, JUAN A. REBOLLO, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2024 delinquent taxes pursuant to Section 33.01 lG)(l) of the Tax Code in the amount of $427.93, for the property with the following legal description:

26 SUN RIDGE #7 LOT 8 (6195.00 SF)

……..…….

6. *R E S O L U T I O N

WHEREAS, in 2009, funding for the Homeless Housing and Services Program (HHSP), a program administered by the Texas Department of Housing & Community Affairs (TDHCA), was established by the Texas State Legislature to address the needs of persons and families experiencing homelessness, or at risk of becoming homeless; and

WHEREAS, The City of El Paso has been allocated by TDHCA General Revenue Funds in the amount of $484,430 to award to the Department of Community and Human Development (DCHD) under 2025-2026 HHSP funding to be executed under two contracts; one contract for general HHSP funds totaling $355,700 for homelessness prevention, homeless assistance and case management activities; the other for youth set-aside funds totaling $128,730. for homeless assistance and case management. The period of both contracts to run through August 31st, 2026.

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

1. That the City Manager be authorized to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas and/or TDHCA for 20252026 HHSP funds; and

2. That the Director of DCHD be authorized to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards from the City (Sub-Grantee Agencies) for 2025-2026 HHSP funds, as well as all certifications, performance reports, and related documents for TDHCA and Sub-Grantee Agencies.

……..…….

7. *R E S O L U T I ON

WHEREAS, on June 10, 2025, the City of El Paso ("City") awarded Contract No.2025-0221 Janitorial Services - Health Locations to the following vendor:

1. Ace Government Services, LLC

WHEREAS, pursuant to Attribute 29. Contract Clauses - Section 8A, the City is authorized to terminate the Contract for convenience; and

WHEREAS, the City desires to terminate the Contract for Convenience.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF EL PASO:

That the Director of Purchasing & Strategic Sourcing is authorized to notify Ace Government Services, LLC that the City is terminating Contract No. 2024-0285 Janitorial Services for convenience, pursuant to Contract Clauses- Section 8A of this contract, due to contract being replaced to include a complete scope of work and four (4) WIC locations and that the termination shall be effective as of June 24, 2025.

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CONSENT AGENDA – BOARD RE-APPOINTMENTS:

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8. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Mark Wancho to the Open Space Advisory Board by Representative Chris Canales, District 8.

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9. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Christina Olivares to the AmeriCorps Seniors Advisory Council by Representative Deanna Maldonado-Rocha, District 3.

……

10. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Pifas Silva to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Lily Limón, District 7.

……

11. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Valerie M. Armendariz to the Tax Advisory Committee by Representative Chris Canales, District 8.

Representative Canales commented.

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CONSENT AGENDA – BOARD APPOINTMENTS:

……

12. *Motion made, seconded, and unanimously carried to **APPOINT** Stephanie R. Gardea to the Historic Landmark Commission by Representative Art Fierro, District 6.

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13. *Motion made, seconded, and unanimously carried to **APPOINT** Sandra Olivar to the City Accessibility Advisory Committee by Representative Art Fierro, District 6.

……

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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14. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds listed below:

1. Covius Title Agency, in the amount of $12,514.44, made an overpayment on June 27, 2024 of 2023 taxes. (Geo. # C801-999-0080-7790)

2. Josue Toledano Jr, in the amount of $4,977.54, made an overpayment on January 28, 2025 of 2024 taxes. Corrected name from the July 8, 2025 City Council agenda. (Geo. #S505-000-0010-0400)

3. Lubbock Christian University, in the amount of $2,550.74 made an overpayment on January 14, 2025 of 2024 taxes. (Geo. #X579-999-308A-9657)

……

CONSENT AGENDA - NOTICE FOR NOTATION:

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15. *Motion made, seconded, and unanimously carried to **NOTE** Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of May 21, 2025 – June 20, 2025 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

CONSENT AGENDA – REQUEST FOR PROPOSAL:

16. 1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA.**

2ND AND FINAL MOTION

Motion made by Representative Acevedo, seconded by Representative Limón, and unanimously carried to **AWARD** Solicitation 2025-0297R Domestic Terrorism Consultant to Porsena Solutions, LLC for a one (1) year term for an estimated amount of $90,000.00. This contract will allow the department to develop and implement a Homeland Security Exercise and Evaluation Program.

Contract Variance:
No prior contract to compare.

Department:	Fire
Award to:	Porsena Solutions, LLC
City & State:	Salt Lake City, UT
Item(s):	All
Initial Term:	1 Year
Option Term:	N/A
Total Contract Time:	1 Year
Annual Estimated Award:	$90,000.00
Initial Term Estimated Award:	$90,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$90,000.00
Account(s):	322 - 2720 - 22130 - 522150 - GT2225CDVE
Funding Source(s):	Homeland Security Grant Program
District(s):	All

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Porsena Solutions, LLC the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested 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 execution of this award.

Representative Acevedo commented.

The following City staff members commented:

- Ms. Venessa Lagunas, Senior Procurement Analyst
- Fire Deputy Chief Kevin Dieter

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

REGULAR AGENDA – FIRST READING OF ORDINANCES:

……

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried that the following Ordinances, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

17. An Ordinance amending and replacing in its entirety the following provisions of l Paso City Code Title 20 (Zoning), Chapter 10 (Supplemental Use Regulations) Section 035 (Accessory Dwelling Unit (ADU)) to update requirements for accessory dwelling units. The Penalty is as provided in Chapter 20.24 of the El Paso City Code.

……

18. An Ordinance amending and replacing in its entirety the following provisions of El Paso City Code Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Article II (Definitions). The Penalty is as provided in Chapter 20.24 of the El Paso City Code.

……

19. An Ordinance amending Title 20 (Zoning), Chapter 14 (Off-Street Parking, Loading and Storage Standards), Article I (Vehicular Parking), Section 050 (Parking Requirements and Standards) and Section 070 (Parking Reductions) to remove off-street parking requirements for development located in certain areas of the city. The penalty is as provided in Chapter 20.24 of the El Paso City Code.

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, Limón, and Canales commented.

The following City staff members commented:

- Mr. Alex Hoffman, Capital Improvement Assistant Director of Planning
- Ms. Dionne Mack, City Manager
- Ms. Karla Nieman, City Attorney

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20. An Ordinance granting Special Permit No. PZST24-00012, to allow for a professional office use and 100% parking reduction on the property described as being the East 30 feet of the West 60 feet of Lots 1, 2, and 3, Block 273, Campbell Addition, 509 Rio Grande Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code.

The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 509 Rio Grande Avenue
Applicant: Anthony and Jessica Mendez, PZST24-00012

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PUBLIC HEARING WILL BE HELD ON AUGUST 19, 2025, FOR ITEMS 17 THROUGH 20

……

21. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.04 (Boards, and Commissions and Committees Generally) to rename and amend Section 2.04.010 (Meetings-Excessive Absences) to remove references of excessive absences, Section be renamed "Uniform Bylaws," and require Boards and Commissions to adopt the City's Uniform Bylaws; to amend Section 2.04.020 (Meetings-Minutes-Recordkeeping Requirements) to update the requirements of recordkeeping meeting minutes.

……..……

22. An Ordinance repealing Ordinance 008961 which enacted the City Accessibility Advisory Committee, and repealing Ordinance 017082 and Ordinance 011469 which amended the City Accessibility Advisory Committee.

……..……

23 An Ordinance amending Title 3 (Revenue and Finance) of the El Paso Municipal Code, Chapter 3.04 (Property Taxes) by amending Section 3.04.040 (Exemption - Residence Homestead) to increase the Ad Valorem Property Tax Exemption for individuals who qualify under the current Code.

……..……

PUBLIC HEARING WILL BE HELD ON AUGUST 5, 2025 FOR ITEMS 21 THROUGH 23

……..……

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

……..……

24. **ITEMS 24 AND 25 WERE TAKEN TOGETHER**

ORDINANCE 019750

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 1, RIVER RUN SUBDIVISION UNIT ONE, 1071 COUNTRY CLUB ROAD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-2/SPC RESIDENTIAL/SPECIAL PROTECTIVE CONDITION) TO C-1 (COMMERCIAL) AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

25. **ORDINANCE 019751**

The City Clerk read an Ordinance entitled: **AN ORDINANCE RELEASING ALL CONDITIONS PLACED ON PROPERTY BY ORDINANCE NO. 9332 WHICH CHANGED THE ZONING OF LOT 1, BLOCK 1, RIVER RUN SUBDIVISION UNIT ONE, 1071 COUNTRY CLUB ROAD, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and carried that the Ordinances be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinances, the same be and the same are hereby **ADOPTED.**

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26. **ORDINANCE 019752**

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF ALL OF LOTS 58 AND 59, SAVE AND EXCEPT A PORTION THEREOF, BLOCK 3, LAFAYETTE PLACE, 525 LAFAYETTE DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO A-2 (APARTMENT), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Mr. Ray Mancera, applicant's representative, commented.

Motion duly made by Representative Maldonado-Rocha, seconded by Representative Chávez, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED.**

……..…….

27. ORDINANCE 019753

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF TRACTS 1 AND 2, SA & MGRR SURVEYS NO. 268, 341 THORN AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS PARCEL 1 FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL) AND PARCEL 2 FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Representative Chávez commented.

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED.**

……..…….

28. ORDINANCE 019754

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF TRACT 1F2, BLOCK 10, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO R-2A (RESIDENTIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Whereupon the Mayor ordered that the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED.**

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29. ORDINANCE 019755

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF BLOCK 8, CASTNER RANGE SUBDIVISION NO. 1, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1 (COMMERCIAL) TO C-3 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Motion duly made by Representative Boyar Trejo, seconded by Representative Chávez, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Limón, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Fierro

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED**

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30. ITEMS 30 THROUGH 36 WERE TAKEN TOGETHER

ORDINANCE 019756

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.30 (CONSTRUCTION BOARD OF APPEALS); SECTION 2.30.020 (APPOINTMENT); SECTION 2.30.030 (MEMBERSHIP AND TERMS); SECTION 2.30.040 (QUORUM AND VOTING); SECTION 2.30.050 (SECRETARY OF THE BOARD); SECTION 2.30.060 (POWERS); SECTION 2.30.070 (APPEALS); AND SECTION 2.30.080 (PROCEDURES OF THE BOARD) TO DISSOLVE THE CONSTRUCTION BOARD OF APPEALS AND REORGANIZE INTO A NEW CHAPTER 2.30 TITLED CONSTRUCTION APPEALS.**

31. ORDINANCE 019757

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.92 (ETHICS), SECTION 2.92.060 (RESTRICTION FOR FORMER CITY OFFICERS AND EMPLOYEES) OF THE EL PASO CITY CODE TO REMOVE REFERENCE TO THE CONSTRUCTION BOARD OF APPEALS.**

32. ORDINANCE 019758

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.52 (FIRE PREVENTION CODE), SECTION 9.52.030.16 (SECTION 111.1 BOARD OF APPEALS ESTABLISHED, AMENDED) OF THE EL PASO CITY CODE, TO PERFORM THE FOLLOWING: AMEND SECTION 111.1 (BOARD OF**

APPEALS) TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER; AND SECTION 9.52.110.4 (SECTION 3201.1.4, APPEALS, ADDED), OF THE EL PASO CITY CODE TO PERFORM THE FOLLOWING: AMEND SECTION 3201.1.4 (APPEALS) TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER.

33. ORDINANCE 019759

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 13 (STREETS, SIDEWALKS AND PUBLIC PLACES), CHAPTER 13.04 (STREET AND SIDEWALK CONSTRUCTION AND MAINTENANCE), SECTION 13.04.010 (SIDEWALK AND CURB PERMIT REQUIRED), PARAGRAPH A OF THE EL PASO CITY CODE TO PERFORM THE FOLLOWING: AMEND SECTION 13.04.010 TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER; AND CHAPTER 13.08 (EXCAVATIONS), SECTION 13.08.120 (APPEAL) OF THE EL PASO CITY CODE TO PERFORM THE FOLLOWING: AMEND SECTION 13.08.120 TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER.**

34. ORDINANCE 019760

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.20 (STORMWATER MANAGEMENT), SECTION 15.20.110 (STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES), PARAGRAPH A TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER.**

35. ORDINANCE 019761

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 17 (HOUSING), CHAPTER 17.04 (HOUSING CODE ADOPTED), SECTION 17.04.070 (SECTION 107 AMENDED-APPEALS) OF THE EL PASO CITY CODE TO PERFORM THE FOLLOWING: AMEND SECTION 170.04.070 (SECTION 107 AMENDED-APPEALS) TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER.**

36. ORDINANCE 019762

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 18 (BUILDING AND CONSTRUCTION), CHAPTER 18.02 (BUILDING AND CONSTRUCTION ADMINISTRATIVE CODE); CHAPTER 18.08 (BUILDING CODE); CHAPTER 18.18 (OUTDOOR LIGHTING CODE); CHAPTER 18.44 (GRADING); CHAPTER 18.46 (LANDSCAPE); AND CHAPTER 18.60 (FLOOD DAMAGE PREVENTION) OF THE EL PASO CITY CODE TO PERFORM THE FOLLOWING: AMEND SECTION 18.02.105.27 (APPEALS TO THE CONSTRUCTION BOARD OF APPEALS) TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER; AMEND SECTION 18.02.107.15.5 (THIRD PARTY SERVICE PROVIDER AUDIT PROCESS) TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER; AMEND SECTION 18.02.111.13 (APPEALS TO THE CONSTRUCTION BOARD OF APPEALS) TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER; AMEND SECTION 18.08.080 SECTION 501.2.4 (APPEALS) TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER; AMEND SECTION 18.08.140 SECTION 1101.4 (VARIANCES) TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER; AMEND SECTION 18.18.380 (APPEALS) TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER; AMEND SECTION 18.44.120 (APPEALS) TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER AMEND SECTION 18.46.310 (APPEALS), PARAGRAPH A TO REPLACE**

CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER; AND AMEND SECTION 18.60.180 DEVELOPMENT PERMIT PROCEDURES) SECTION C PARAGRAPHS 1, 2, 3 AND 7 TO REPLACE CONSTRUCTION BOARD OF APPEALS WITH APPEALS OFFICER.

Motion duly made by Representative Limón, seconded by Representative Maldonado-Rocha, and carried that the Ordinances be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Limón, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Fierro

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinances, the same be and the same are hereby **ADOPTED.**

……..…….

37. ORDINANCE 019763

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS), OF THE EL PASO CITY CODE; TO ADD ITEM: SUBSECTION ZONE X: NO PARKING, 8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY; AND AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS), SUBSECTION ZONE X (NO PARKING, 8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY), OF THE EL PASO CITY CODE; TO ADD ITEMS: 1.1600 BLOCK OF N. KANSAS STREET, BETWEEN E. SCHUSTER AVENUE AND E CROSBY AVENUE, WEST SIDE ONLY, 2. 1600 BLOCK OF N KANSAS STREET, FROM E. SCHUSTER AVENUE TO A POINT 180 FEET SOUTH OF E. SCHUSTER AVENUE, EAST SIDE ONLY., 3. 400 BLOCK OF E. CROSBY AVENUE, BETWEEN THE ALLEY EAST OF N. KANSAS STREET AND N. CAMPBELL STREET, NORTH SIDE ONLY., 4. 400 BLOCK OF E. CROSBY AVENUE, BETWEEN N. KANSAS STREET AND N. CAMPBELL STREET, SOUTH SIDE ONLY, 5. 500 BLOCK OF EAST CROSBY AVENUE, BETWEEN N. CAMPBELL STREET AND N. FLORENCE STREET, NORTH SIDE ONLY, 6. 500 BLOCK OF E. CROSBY AVENUE, BETWEEN THE ALLEY EAST OF N. CAMPBELL STREET AND N. FLORENCE STREET, SOUTH SIDE ONLY, 7. 1600 BLOCK OF N. FLORENCE STREET, FROM 115 FEET SOUTH OF E. SCHUSTER AVENUE TO E. CROSBY AVENUE, WEST SIDE ONLY, 8. 1600 BLOCK OF N. FLORENCE STREET, BETWEEN E. SCHUSTER AVENUE AND E. CROSBY AVENUE, EAST SIDE ONLY, 9.1600 BLOCK OF N. CAMPBELL STREET, BETWEEN E. SCHUSTER AVENUE AND E. CROSBY AVENUE, WEST SIDE ONLY, AND 10. 1600 BLOCK OF N. CAMPBELL STREET, FROM A POINT 170 FEET SOUTH OF E. SCHUSTER AVENUE TO E. CROSBY AVENUE, EAST SIDE ONLY. THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.**

Motion duly made by Representative Canales, seconded by Representative Limón, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Limón, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Fierro

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED.**

38. ORDINANCE 019764

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC),CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS), TO ADD SUBSECTION ZONE Y: NO PARKING ANY TIME, DECAL REQUIRED, OF THE EL PASO CITY CODE, TO ADD ITEM 1: 6629 MCFARLAND AVENUE TO 6765 MCFARLAND AVENUE, BOTH SIDES; TO ADD ITEM 2: 300 DEL PALMAR COURT TO 309 DEL PALMAR COURT, BOTH SIDES; TO ADD ITEM 3: 200 PLAYA TRONONES AVENUE TO 309 PLAYA TRONONES AVENUE, BOTH SIDES; TO ADD ITEM 4. 6601 LA PUESTA DRIVE TO 6765 LA PUESTA DRIVE, BOTH SIDES; TO ADD ITEM 5: 6700 IXTAPA PLACE TO 6765 IXTAPA PLACE, BOTH SIDES; TO ADD ITEM 6: 300 MCFARLAND CIRCLE TO 312 MCFARLAND CIRCLE, BOTH SIDES; THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.**

Mayor Johnson and Representatives Chávez, Acevedo, Niño, and Limón commented.

The following City staff members commented:

- Mr. Randy Garcia, Streets and Maintenance Director
- Ms. Dionne Mack, City Manager
- Ms. Karla Nieman, City Attorney

Mr. Rick McLaughlin, citizen, commented.

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Acevedo, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED.**

39. ORDINANCE 019765

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULES XIV -SPEED LIMITS), OF THE EL PASO CITY CODE TO ADD ITEM: SUBSECTION T. SPEED LIMITS ON MARTIN LUTHER KING JR. BOULEVARD (FM3255); AND AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULES XIV –SPEED LIMITS), SUBSECTION T**

(SPEED LIMITS ON MARTIN LUTHER KING JR. BOULEVARD (FM3255)), OF THE EL PASO CITY CODE; TO ADD ITEMS: 1. 45 M.P.H. ON MARTIN LUTHER KING JR. BOULEVARD (FM 3255), FROM LOMA REAL AVENUE TO GATEWAY SOUTH BOULEVARD, 2. 55 M.P.H. ON MARTIN LUTHER KING JR. BOULEVARD (FM 3255), FROM A POINT 3.05 MILES SOUTH OF STATE LINE TO LOMA REAL AVENUE, 3. 65 M.P.H. ON MARTIN LUTHER KING JR. BOULEVARD (FM 3255), FROM STATE LINE TO A POINT 3.05 MILES SOUTH.

Motion duly made by Representative Boyar Trejo, seconded by Representative Limón, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Whereupon the Mayor ordered that the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED.**

……..…….

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

……..…….

40. Motion made by Representative Maldonado-Rocha, seconded by Representative Limón, and unanimously carried to **AWARD** Solicitation 2025-0398 EPIA Terminal Roof Repairs to AZTEC CONTRACTORS, INC. for a total estimated amount of $3,321,150.00. This project consists of replacement of the middle section and failing part of the airport terminal roof.

Department:	El Paso International Airport
Award to:	AZTEC CONTRACTORS, INC
City & State:	El Paso, TX
Item(s):	base Bid I
Contract Term:	80 Consecutive Calendar Days
Base Bid I:	$3,321,150.00
Total Estimated Award:	$3,321,150.00
Account(s):	562-3010-62335-580270-PAP25TRFIMP 562-3080-62335-580270-PAP25TRFIMP
Funding Source(s):	Federal Aviation Administration AIP Supplemental
Grant:	Airport Enterprise
District(s):	3

The Purchasing & Strategic Sourcing, El Paso International Airport and Capital Improvement Departments recommend award as indicated to AZTEC CONTRACTORS, INC the lowest responsive and responsible bidder.

It is requested 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 execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

Mayor Johnson verbally disclosed a contribution from Mr. Frank Spencer

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

REGULAR AGENDA – OTHER BUSINESS:

……..…….

41. R E S O L U T I O N

WHEREAS, on August 20, 2024, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2025 City budget by resolution ("Budget Resolution"); and

WHEREAS, Section 6 of the FY2025 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed $100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding $100,000 requiring City Council approval; and

WHEREAS, the Streets and Maintenance Department, Capital Improvement Department and the Zoo require budget transfers in excess of $100,000, which, in accordance with Section 6 of the FY2025 Budget Resolution, require City Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT, the City Manager, or designee, is hereby authorized to effectuate the listed budget transfers below in accordance with updated project scope, expenditure needs, and funding source identified in the City's General Fund, as respectively listed and referenced herein:

1. Transfer remaining funds from the completed Top 50 Arterials – Community Progress Bond projects and Master Plan, to the following ongoing, over-budget projects: Geronimo, Shadow Mountain, Lee Trevino, and Sunland Park.

2. Transfer budget from the Master Arterial Project to Airport Reconstruction Project.

3. Set up budget from Investment Interest for City of El Paso Zoo's South American Pavilion.

4. Set up budget for Central Flat Fields from Investment Interest from 2020 Capital Fund Plan.

BT Number	Fund	Project	Increase /(Decrease)
BT2025-0924	4825	PCP23ARTRESURD3	(56,222.38)
BT2025-0924	4825	PCP23ARTRESURD7	(67,447.03)
BT2025-0924	4825	PCP24ARTRESURD7	(440,452.71)
BT2025-0924	4825	PCP24ARTRESURD8	(504,244.35)
BT2025-0924	4825	PCP25ARTRESURD4	(103,436.16)
BT2025-0924	4825	PCP23STMSTRART	(1,199,973.47)
BT2025-0924	4825	PCP24ARTRESURD3	172,704.63
BT2025-0924	4825	PCP25ARTRESURD1	36,000.00
BT2025-0924	4825	PCP25ARTRESURD3	1,923,071.47

BT2025-0924	4825	PCP25ARTRESURD8	240,000.00
BT2025-0929	4825	PCP23STMSTRART	(10,249,508.00)
BT2025-0929	4825	PCP25ARTRECON04	10,249,508.00
BT2025-0976	4800	PCP13ZOOA10I	175,618.51
BT2025-1009	4746	PCP13PRKA20I	1,306,217.51

Representatives Chávez, Acevedo, and Canales commented.

The following City staff members commented:

- Mr. Sasho Andonoski, Director of Management and Budget
- Ms. Dionne Mack, City Manager
- Ms. Yvette Hernandez, Deputy City Manager

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Limón, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

42. **R E S O L U T I O N**

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

That the City Council approves a deductive change order in the amount of $453,371.60 to ZTEX Construction, Inc. for Contract No. 2024-0472 (Traffic Signals Improvements). The original contract amount was $2,557,478.40. The new contract amount, including this charge order and any previous change orders or change quantities notices, is $2,104,106.80. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out the intent of this Resolution.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

43. **ITEM:** Discussion and action to authorize the City Manager to submit a letter of support for the Draft 2026 Unified Transportation Program (UTP), including the proposed authorization of $150 million for SS 320 Borderland Expressway Phase 3 - El Paso (Category 12: Strategic Priority).

Representative Canales commented.

Mr. Joaquin Rodriguez, Capital Improvement Grant Funded Programs Director, commented.

Motion made by Representative Boyar Trejo, seconded by Representative Chávez, and unanimously carried to **AUTHORIZE** the City Manager to submit the letter of support.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, and Limón

NAYS: None
NOT PRESENT FOR THE VOTE: Representative Canales

……..…….

Motion made by Representative Niño, seconded by Representative Limón, and unanimously carried to **ADJOURN** this meeting at 11:32 a.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, and Limón
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Canales

……..…….

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

CITY COUNCIL WORK SESSION MINUTES
July 21, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 A.M.

The City Council met at the above place and date. The meeting was called to order at 9:02 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Late arrival: Cynthia Boyar Trejo at 9:04 a.m.

AGENDA

1. Presentation on the City of El Paso Grants Portfolio and Federal Legislative Updates.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office).

- Ms. Elda Rodriguez-Hefner, Grants Administrator
- Ms. Alejandra Gorski, Legislative Liaison
- Mr. Omar Martinez, Legislative Affairs Assistant Director

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, Fierro, and Limón commented.

Ms. Dionne Mack, City Manager, commented.

NO ACTION was taken on this item.

2. Presentation and discussion on the Overview of the Procurement Sourcing Policy and Procurement Process.

Ms. Claudia Garcia, Purchasing and Strategic Sourcing Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, and Limón commented.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Nicole Cote, Deputy City Manager
- Ms. Yvette Hernandez, Deputy City Manager
- Mr. Juan Gonzalez, Senior Assistant City Attorney

- Ms. Karla Niemen, City Attorney

NO ACTION was taken on this item.

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The Work Session was **RECESSED** at 11:00 a.m.

The Work Session was **RECONVENED** at 11:13 a.m.

……

3. Presentation and Update on the Comprehensive Economic Development Strategy (CEDS).

Ms. Adriana Pulecio, International Business and Trade Development Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Ms. Annette Gutierrez, the Executive Director of the Rio Council of Governments, commented.

NO ACTION was taken on this item.

……

EXECUTIVE SESSION

Motion made by Representative Niño, seconded by Representative Maldonado-Rocha, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 12:29 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Motion made by Representative Maldonado-Rocha, seconded by Representative Boyar Trejo, and unanimously carried to **ADJOURN** the Executive Session at 4:12 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

EX1. Claim of Ana Mack; Claim-763 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney's be authorized to **DENY** the claim of Ana Mack in Matter Number 763, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

EX2. Claim of Jessica Saldecke; Claim-621 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón and unanimously carried that the City Attorney's Office be authorized to **DENY** the claim of Jessica Saldecke, in Matter Number 621, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

.....

EX3. Claim of Hazel Sky Perez; 23-1045-135 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón and unanimously carried that the City Attorney's Office in consultation with the City Manager, be authorized to **DENY** the Claim of Hazel Sky Perez, in HQ Matter Number 23- 1045-135, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None.

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EX4. Application of El Paso Electric Company's Macho Springs Reassignment PUC#57760; HQ#UTILITY-63 (551.071)

Mayor Johnson verbally disclosed a contribution received from El Paso Electric Employee Political Action Committee.

Representative Acevedo verbally disclosed a $1,750 contribution received from El Paso Electric Employee Political Action Committee.

Representative Maldonado-Rocha verbally disclosed that she received a contribution from El Paso Electric Political Action Committee.

Representative Niño verbally disclosed a $1,000 contribution received from El Paso Electric Employee Political Action Committee.

Representative Limon verbally disclosed that she received a contribution from El Paso Electric Employees Political Action Committee.

Motion made by Mayor Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to engage in settlement discussions in the *Application of El Paso Electric Company's Macho Springs Reassignment*, under the Texas Public Utility Commission, Docket No. 57760, in Matter Number HighQ Utility-63, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón and Canales
NAYS: None.

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EX5. Application for Good Cause Exception Revisions to AMS Opt-Out Form and Schedule 99 Misc. Service Charges PUC#58300; HQ#UTILITY-69 (551.071)

NO ACTION was taken on this item.

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EX6. Statement of Intent of Texas Gas Service Company, a division of ONE Gas, Inc. to Increase Rates Within the Company's Incorporated Areas of the Central-Gulf, West North, and Rio Grande Valley Service Areas RRC#OS-25-00028202; HQ#UTILITY-67 (551.071)

Motion made by Mayor Tempore Chávez, seconded Representative Fierro and unanimously carried that the City Council of El Paso hereby **SUSPENDS** the Texas Gas Service Company rate increase request filed on June 30, 2025 for ninety days (90) beyond the proposed effective date, in the matter titled the *Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to Increase Rates Within the Company's Incorporated Areas of the Central-Gulf, West North, and Rio Grande Valley Service Areas*, in Matter Number HighQ Utility-67, and that the City Attorney in consultation with the City Manager be authorized to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None.

……

EX7. Public Utility Commission of Texas: Project No. 58210 - Review of Sec. 25.235-237 - Interim Fuel Adjustments for Utilities Outside of ERCOT HQ#UTILITY-70 (551.071)

Motion made by Mayor Tempore Chávez, seconded by Representative Limón and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to hire and retain outside counsel and any other necessary consultants, and to file a public comment in the *Public Utility Commission of Texas: Project No. 58210 – Review of sections 25.235 – 25.237 – Interim Fuel Adjustments for Utilities Outside of ERCOT*, under the *Public Utility Commission of Texas, Docket No. 58210*, in Matter Number HighQ Utility-70, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None.

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EX8. Discussion on economic development opportunities in West El Paso, Texas HQ#25-5180 (551.087)

NO ACTION was taken on this item.

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EX9. Discussion on economic development opportunities in West El Paso, Texas HQ#25-5206 (551.087)

NO ACTION was taken on this item.

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EX10. Discussion on economic development opportunities in Downtown El Paso, Texas HQ#25-5205 (551.087)

NO ACTION was taken on this item.

EX11. Discussion on economic development opportunities in Northeast El Paso, Texas HQ#25-5335 (551.087)

NO ACTION was taken on this item.

EX12. Real Estate Division Update. HQ #25-5035 (551.072)

NO ACTION was taken on this item.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried to **ADJOURN** the meeting at 4:20 p.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

SPECIAL CITY COUNCIL MEETING MINUTES
March 20, 2025
El Paso Convention Center - One Civic Center Plaza, El Paso, TX 79901
9:00 A.M.

The City Council met at the above place and date. The meeting was called to order at 9:02 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, and Lily Limón. Late arrival: Chris Canales at 9:03 a.m.

AGENDA

1. Presentation, Discussion, and action on the City Council Strategic Budget Development Workshop to help shape funding priorities in alignment with community needs and the City's fiscal outlook in preparation of the FY 2026 Budget.

Mayor Johnson kicked off the meeting by welcoming everyone, and Ms. Dionne Mack, City Manager, introduced the item.

The City of El Paso Strategic Budget Development Workshop was convened to shape budget priorities for the fiscal year 2026. The primary goal was to align community needs and strategic planning with financial projections and funding decisions.

The following City staff members presented a PowerPoint presentation and were available to answer questions posed by Council members:

- Ms. Dionne Mack, City Manager
- Ms. Bonnie Cordova, Office of Management and Budget Interim Director

City leadership presented a multi-year outlook centered on maintaining public safety, infrastructure improvements, and workforce investments. Key items discussed included continuing improvements in streets, parks, recreational and cultural facilities, investing in competitive civilian pay raises (splitting increases between September and March), and the Pay-for-Futures reserve contribution. The workshop emphasized on sustaining the City's rankings as a safe city through training, staffing, and infrastructure expansions tied to debt-free bond initiatives.

The Special City Council Meeting was recessed at 9:58 a.m.

The Special City Council Meeting was reconvened at 10:13 a.m.

Workshop participants reviewed the City's proposed property tax strategy, including a reduced overall tax rate. Financial projections assume no new debt issuances in FY 2026,

boosting reliance on valuation growth, outdated bond dissolutions, and vacancy savings, all to balance the budget while minimizing taxpayer burden.

Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, and Limón commented.

Ms. Mary Wiggins, Chief Human Resources Officer, commented.

……

The Special City Council Meeting was recessed at 11:28 a.m.

The Special City Council Meeting was reconvened at 12:02 p.m.

……

Council members and city staff stressed the importance of ongoing community engagement via public hearings and continued strategic planning workshops through the summer. A structured timeline was outlined—including receipt of certified appraisal rolls in July, public hearings in August, and official budget adoption in late August—to ensure transparency and inclusive decision-making in finalizing the FY 26 budget

Mayor Johnson provided closing remarks, and the meeting was adjourned.

NO ACTION was taken on this item.

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Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **ADJOURN** the meeting at 1:15 p.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

File #: 25-93, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

File #: 25-911, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 3
Airport, Tony Nevarez, (915) 212-7301
Airport, Debbie Olivas, (915) 212-7337

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the Director of Aviation, or designee, be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor") and CLK New-Star RE, LP ("Assignor") and Vision AHM, LLC ("Assignee") regarding the following property:

A portion of Lot 1, Block 3, Butterfield Trail Industrial Park, Unit One, Replat C, City of El Paso, El Paso County, Texas, municipally known and numbered as 7120 Airport Road, El Paso, Texas.

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

DEPARTMENT: Aviation

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Tony Nevarez **PHONE NUMBER:** (915) 212-7301

2nd CONTACT PERSON NAME: Debbie Olivas **PHONE NUMBER:** (915) 212-7337

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL:

Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL:

SUBJECT:

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor") and CLK New-Star RE, LP ("Assignor") and Vision AHM, LLC ("Assignee") regarding the following Property:

A portion of Lot 1, Block 3, Butterfield Trail Industrial Park, Unit One, Replat C, City of El Paso, El Paso County, Texas, municipally known and numbered as 7120 Airport Road, El Paso, Texas.

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval to allow CLK New-Star RE, LP to assign the lease to Vision AHM, LLC for 7120 Airport Road.

Rental Fee: 51,251 square feet of land at $1.71= $87,639.21 per annum or $7,303.27 per month.

Term: Initial term of five (5) years commencing on August 1, 2020, with three (3) Option periods of five (5) years.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

August 1, 2020 - Butterfield Industrial Park Lease

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Juan Antonio Nevarez Digitally signed by Juan Antonio Nevarez Date: 2025.07.21 10:00:55 -06'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor") and CLK NEW STAR RE, LP ("Assignor") and Vision AHM, LLC ("Assignee") regarding the following property:

> A portion of Lot 1, Block 3, Butterfield Trail Industrial Park, Unit One, Replat C, City of El Paso, El Paso County, Texas, municipally known and numbered as 7120 Airport Road, El Paso. Texas, and fully described in Exhibit "A" attached hereto and incorporated by reference (the "Premises").

APPROVED this ____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

HQ 4613 | Tran #605983 | Aviation
7120 Airport Rd.- LAA/Resolution
LBJ

STATE OF TEXAS §
§ **LESSOR'S APPROVAL OF ASSIGNMENT**
COUNTY OF EL PASO §

WHEREAS, the City of El Paso ("Lessor") entered into a Butterfield Trail Industrial Park Lease, with an Effective Date of August 1, 2020 (the "Lease"), between the Lessor and CLK NEW STAR RE, LP ("Assignor"), for the following described property:

> A portion of Lot 1, Block 3, Butterfield Trail Industrial Park, Unit One, Replat C, City of El Paso, El Paso County, Texas, municipally known and numbered as 7120 Airport Road, El Paso, Texas and being more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Vision AHM, LLC ("Assignee").

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to Assignee, on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

   Assignee does hereby assume and agrees to be liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

2. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.

3. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.

4. **SECURITY DEPOSIT.** Prior to the commencement of this Lease, Assignee shall tender to the Lessor an irrevocable letter of credit, or other surety to the Director ("Security Deposit") in an amount equal to three (3) months of Rent to guarantee the faithful performance of Assignee of its obligations under this Lease and the payment of all Rent due hereunder. Assignee shall be obligated to maintain such Security Deposit in effect until the expiration of eighteen (18) consecutive months from the Effective Date of this Lease during which Assignee commits no Event of Default under this Lease. Such Security Deposit shall be in such form as shall be acceptable to Lessor in its reasonable discretion. After occurred, Lessor shall return the Security Deposit to Assignee. Lessor's right under this Section shall be in addition to all other rights and remedies provided to Lessor under this Agreement.

5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.

6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: CLK- NEW STAR RE, LP
Attn: Carl Karcher Jr.
72295 Manufacturing Rd.
Thousand Palms, CA 92276

ASSIGNEE: Vision AHM, LLC
Attn: Mohammad Abul-Fielat
14275 Pipeline Ave
Chino, CA 91710

7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.

8. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.

9. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the date this document is approved by the El Paso City Council.

10. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

(Signatures begin on the following page)

APPROVED THIS _____, 2025.

LESSOR: CITY OF EL PASO

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Juan Antonio Nevarez
Director of Aviation

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ___ day of _____, 2025 by Dionne Mack as City Manager for the **City of El Paso, Texas** (Lessor).

_____
Notary Public, State of Texas

My Commission Expires:

_____

(Signatures continue on the following page)

ASSIGNOR:
CLK NEW STAR RE, LP

By: Carl Karcher
Print Name: Carl Karcher Jr.
Title: Principal

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Utah)
COUNTY OF Summit)

This instrument was acknowledged before me on this 25 day of June, 2025, by Priscilla Hinojosa (Name of Officer), notary (Title of Officer), of Utah (Name of Corporation), on behalf of said corporation (Assignor).

Notary Public, State of Utah

My Commission Expires:
April 12, 2028

NOTARY PUBLIC
PRISCILLA HINOJOSA
COMM. # 736657
MY COMMISSION EXPIRES
APRIL 12, 2028
STATE OF UTAH

(Signatures continue on the following page)

ASSIGNEE:
Vision AHM, LLC

By:_____
Print Name: Mohammad Abdul-Fielat
Its: CEO

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF _____)
)
COUNTY OF _____)

SEE ATTACHED NOTARIAL CERTIFICATE

This instrument was acknowledged before me on this _____ day of _____, 2025, by _____ (Name of Officer), _____ (Title of Officer), _____ (Assignee Legal Name), a _____ (State of Incorporation), on behalf of said corporation.

_____
Notary Public, State of _____

My Commission Expires:

_____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On May 5 2025 before me, Adrian Pino Jordan (Notary Public)
(insert name and title of the officer)

personally appeared Mohamad Gazi Galeb Abul Fielat,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ADRIAN PINO JORDAN
Notary Public - California
Riverside County
Commission # 2389288
My Comm. Expires Jan 3, 2026

Signature _____ **(Seal)**

EXHIBIT "A"

PROPERTY DESCRIPTION
128,618 Square Feet or 2.953 Acres

Being a portion of Lot 1, Block 3, Butterfield Trail Industrial Park Unit One, Replat "C"(recorded in volume 61, page 71, plat records), City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found concrete nail at the intersection of Founders Boulevard (120 feet wide) and Concord Street (90 feet wide) and the city monument at Founders Boulevard and Zane Grey Street bears, North 88°54'00" East, a distance of 1090.00 feet;

THENCE, along the center line of said Founders Boulevard, South 88°54'00" West, a distance of 249.22 feet;

THENCE; leaving said centerline, North 01°06'00" West, a distance of 60.00 feet to a found ½ inch rebar at the Southeast corner of Lot 1 in the North right-of-way line of said Founders Boulevard;

THENCE, along the East line of said Lot 1, North 01°06'00" West, a distance of 15.00 feet to a set ½ inch rebar with cap marked (Tx2027) and **POINT OF BEGINNING** for the herein described tract;

THENCE, South 88°54'00" West, a distance of 232.36 feet to a set ½ inch rebar with cap marked (Tx2027) at the beginning of a curve to the right;

THENCE, along the arc of said curve (Delta Angle = 90°01'05", Radius = 38.00 feet, Chord = North 46°05'28" West, 53.75 feet) a distance of 59.70 feet to a set ½ inch rebar with cap marked (Tx2027);

THENCE, South 88°55'05" West, a distance of 7.00 feet to a set ½ inch rebar with cap marked (Tx2027) in the East right-of-way line of Airport Road;

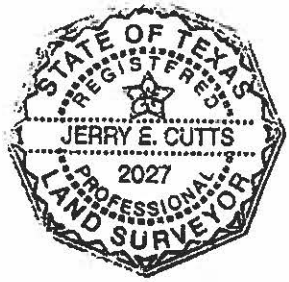
THENCE, along said right-of-way line, North 01°04'55" West, a distance of 427.88 feet to a set ½ inch rebar with cap marked (Tx2027) at the Northwest corner of said Lot 1;

THENCE, leaving said right-of-way line and along the North line of said Lot 1, North 88°54'00" East, a distance of 277.23 feet to a found ½ inch rebar at the Northeast corner of said Lot 1;

THENCE, along the East line of said Lot 1, South 01°06'00" East, a distance of 465.89 feet to the **POINT OF BEGINNING** and containing 128,618 square feet or 2.953 Acres of land.

A plat of survey dated April 10, 2000 is a part of this description.

PREPARED BY:
Cutts Land Surveying
El Paso, Texas
April 10, 2000
Job No. 000403





No.	Delta	Radius	Bearing	Chord	Length
C1	90°01'05"	38.00'	N46°05'28"W	53.75'	59.70'

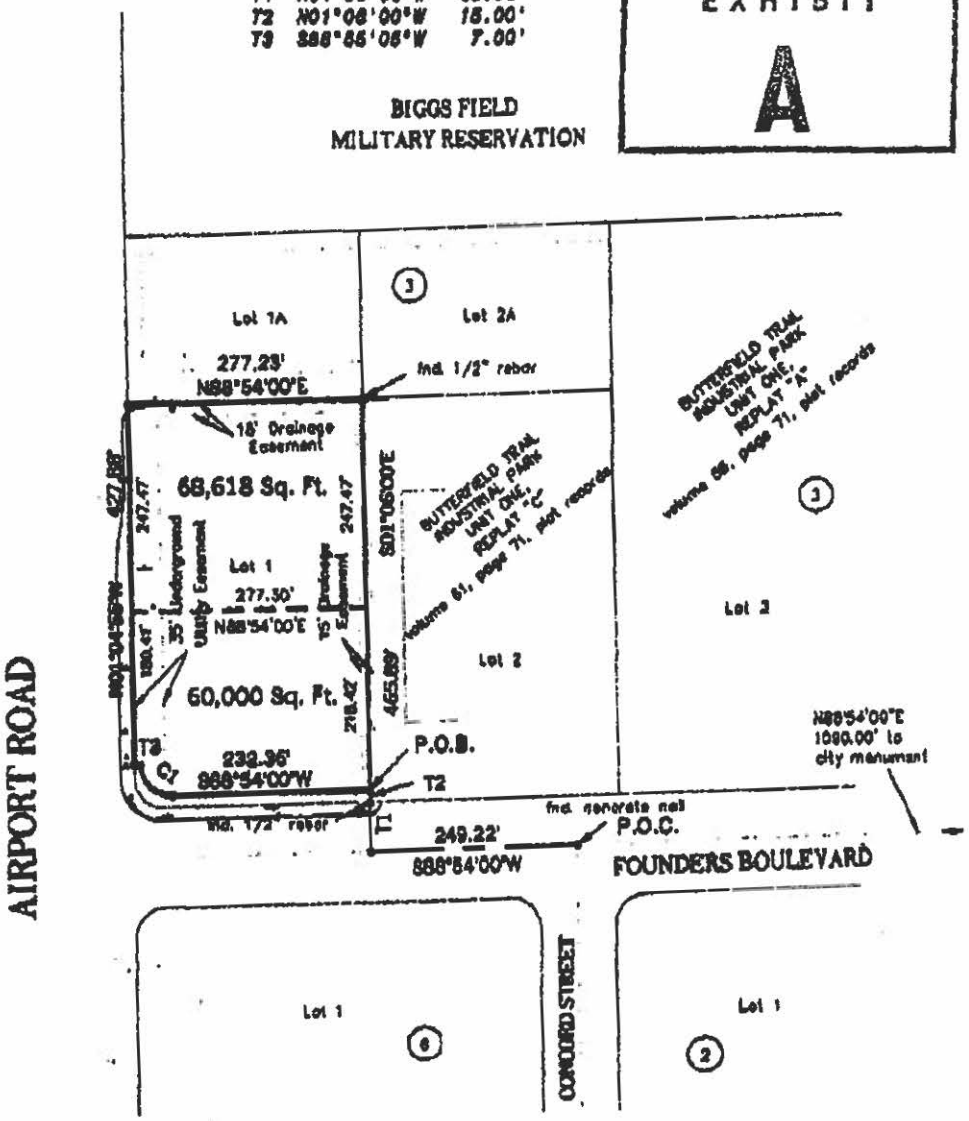
No.	Bearing	Distance
T1	N01°06'00"W	60.00'
T2	N01°06'00"W	15.00'
T3	S88°55'05"W	7.00'

EXHIBIT

A

Scale: 1" = 200'

Total
128,618 Sq. Ft.
2.953 Acres



NOTE: A metes and bounds description dated April 10, 2000 is a part of this plat.

I hereby certify that this survey was made on the ground under my supervision and that this plat represents the facts found at the time of this survey.

Jerry C. Cutts, RPLS

PLAT OF SURVEY
PORTION OF LOT 1, BLOCK 3,
BUTTERFIELD TRAIL INDUSTRIAL
PARK, UNIT ONE, REPLAT "C",
CITY OF EL PASO, EL PASO COUNTY, TEXAS

Revised: 6-22-00 - Divided into two parcels
Date surveyed: 4-10-00
Job No.: 000403

Cutts Land Surveying, Inc.
Professional Land Surveyors
1100 Montana Avenue, Suite 208
El Paso, Texas 79902
Ph. (915) 534-9391
Fx. (915) 534-9394

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name: Mohammad Abul-Fielat

Business Name: Vision AHM,LLC

Agenda Item Type: _____

Relevant Department: _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 4-16-25

CLK New-Star RE, LP
Lessor's Approval of Assignment
Butterfield Trail Industrial Park

Tony Nevarez, Aviation Director

Background

- Lease for CLK New-Star RE, LP commenced on August 1, 2020 for the property located at 7120 Airport Road.
- CLK New-Star RE, LP requests to assign its interest in the Lease to Vision AHM, LLC.

Highlights

- Initial Lease expired on July 31, 2025
- Initial term of five (5) years plus three (3) – five (5) year Options to Extend
- First Lease Option will expire on July 31, 2030
- Minimum revenue generated for the First Lease Option is $438,196.05
- Current rent is $87,639.21 annually or $7,303.27 monthly

Requested Action

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment by and among the City of El Paso, CLK New-Star RE, LP and Vision AHM, LLC for the property located at 7120 Airport Road El Paso, Texas.

MISSION

Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople



5

MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



6

File #: 25-917, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Extraterritorial Jurisdiction
Airport, David Panko, (915) 212-7401

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the Director of Aviation, or designee, be authorized to submit a subzone expansion application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zone (FTZ) 68, to include the following parcel:

13551 Montana Avenue, El Paso, Tx. 79938. Power Subdivision Lot 2.

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

DEPARTMENT: Aviation

AGENDA DATE: 8/5/24

PUBLIC HEARING DATE:

CONTACT PERSON NAME: David Panko **PHONE NUMBER:** (915) 212-7401

2nd CONTACT PERSON NAME: N/A **PHONE NUMBER:** N/A

DISTRICT(S) AFFECTED: Extraterritorial Jurisdiction

STRATEGIC GOAL:
No.1 - Cultivate an environment conducive to strong, economic development

SUBGOAL:
1.1 Stabilize and expand El Paso's taxbase
1.7 Identify and develop plans for areas of reinvestment and local partnership

SUBJECT:

That the Director of Aviation or designee be authorized to submit a subzone expansion application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel:

13551 Montana Avenue, El Paso, TX 79938, Power Subdivision Lot 2

BACKGROUND / DISCUSSION:

Foreign Trade Zone 68 currently has 3448 acres designated as FTZ authorized land in the City of El Paso. These are parcels of land that are strategically located throughout El Paso covering industrial parks and stand-alone facilities.

The Minor Boundary Modification will add the above listed parcel of land to the FTZ designated boundaries for the City of El Paso. This location is not currently in the FTZ 68 designated boundaries, so we will submit a standard Minor Boundary Modification to the Foreign Trade Zones Board, US Department of Commerce, Washington, D.C., for their approval. This parcel is located in El Paso County (Precinct 3), El Paso Community College (District 6), and the Ysleta Independent School District (District 7).

COMMUNITY AND STAKEHOLDER OUTREACH:

Following the approval of the resolution to submit the Minor Boundary Modificaiton application, we will proceed by securing support letters from the following entities: El Paso County Commissioner's Court, the El Paso Community College Board of Directors, the Socorro Independent School District Board of Directors, and the El Paso Port Director for US Customs and Border Protection.

PRIOR COUNCIL ACTION:

The Council has approved multiple Minor Boundary Modifications in the past for other companies and locations in the city of El Paso.

AMOUNT AND SOURCE OF FUNDING:

Not Applicable

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, the City of El Paso, as recipient of a grant of authority from the U.S. Foreign Trade Zones Board, is authorized to establish, operate, and maintain Foreign Trade Zone 68; and

WHEREAS, the City of El Paso, by and through its Department of Aviation, established, owns, operates, and maintains Foreign Trade Zone 68 in order to expedite and encourage foreign commerce in the El Paso region; and

WHEREAS, the City of El Paso desires to submit a minor boundary modification/subzone expansion application to the U.S. Foreign Trade Zones Board to modify the boundaries of Foreign Trade Zone 68 to include a new site which will be used for distribution and production operations; and

WHEREAS, the City of El Paso desires the minor boundary modification/subzone expansion be subject to the activation limit under the traditional site framework,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Director of Aviation or designee be authorized to submit a subzone expansion application, including all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone 68 to include the following:

13551 Montana Avenue, El Paso, El Paso County, Texas 79838, Power Subdivision Lot 2

The Director of Aviation and designee will also have the authority to perform all other actions necessary to effectuate this subzone expansion.

(Signatures begin on the following page)

APPROVED THIS ___DAY OF _____, 2025.

THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

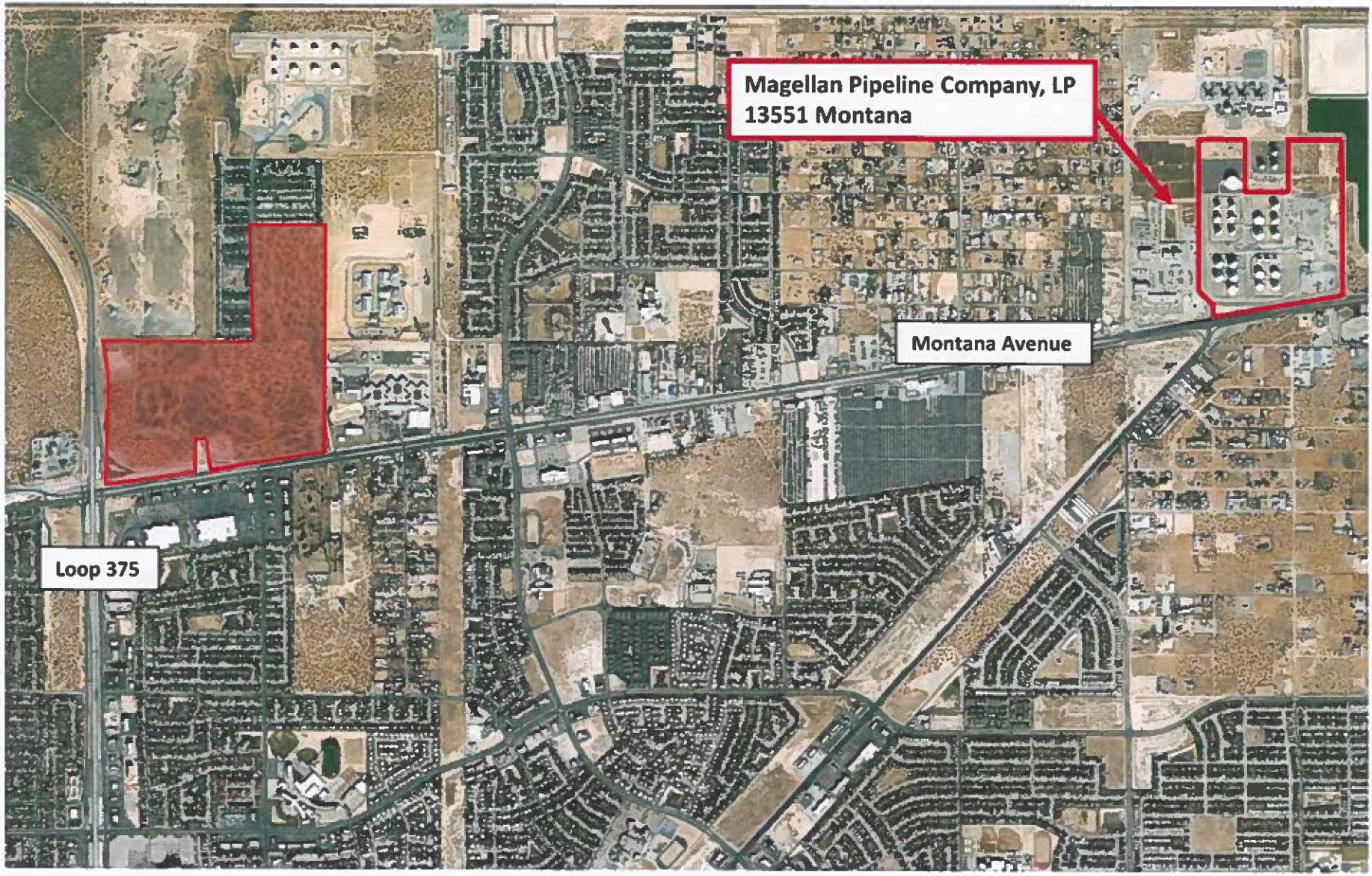
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

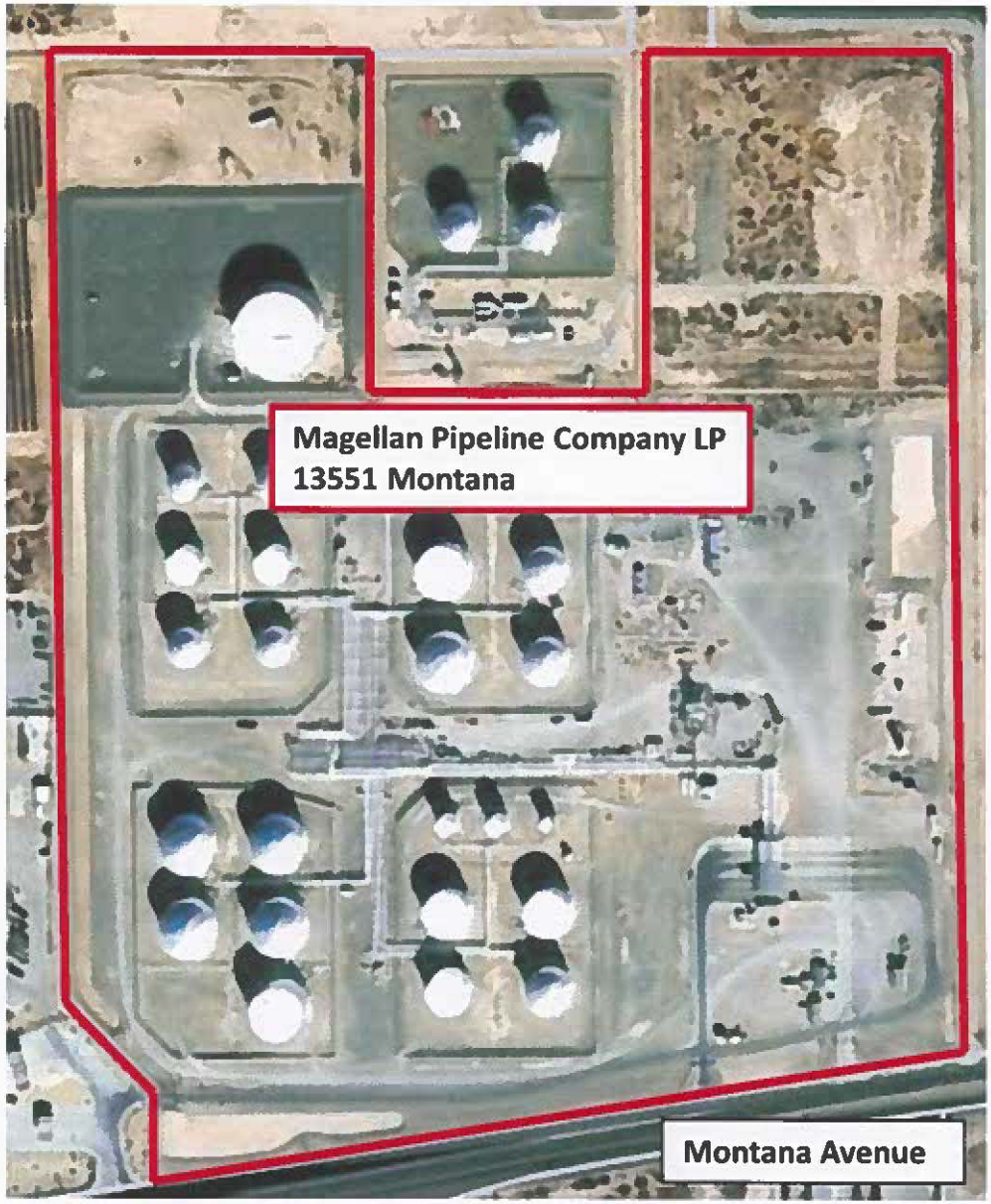
Juan Antonio Nevarez
Director of Aviation

David R. Panko
Foreign Trade Zone 68 Manager

Attachment A – Parcel to be added (red lined) 13551 Montana Avenue, 135 Acres



Attachment B – Parcel to be added (red lined) 13551 Montana Avenue, 135 Acres

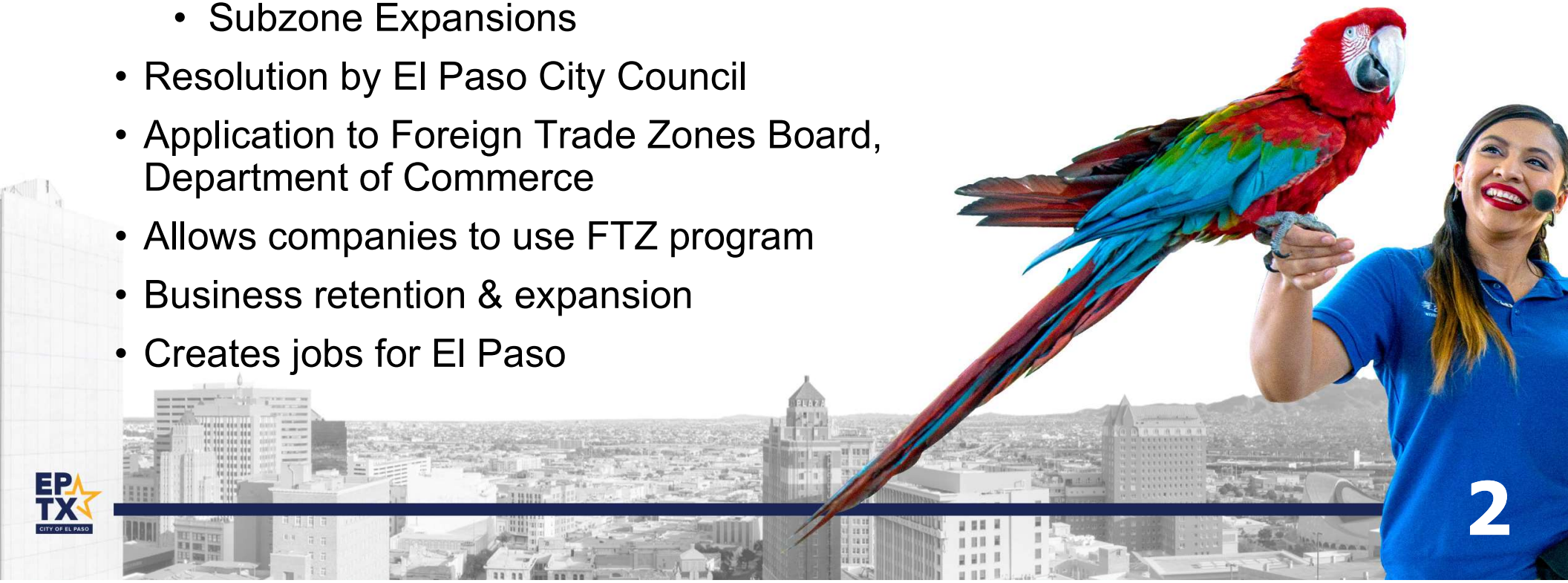


El Paso Foreign Trade Zone (FTZ 68)

Boundary Expansion Resolutions

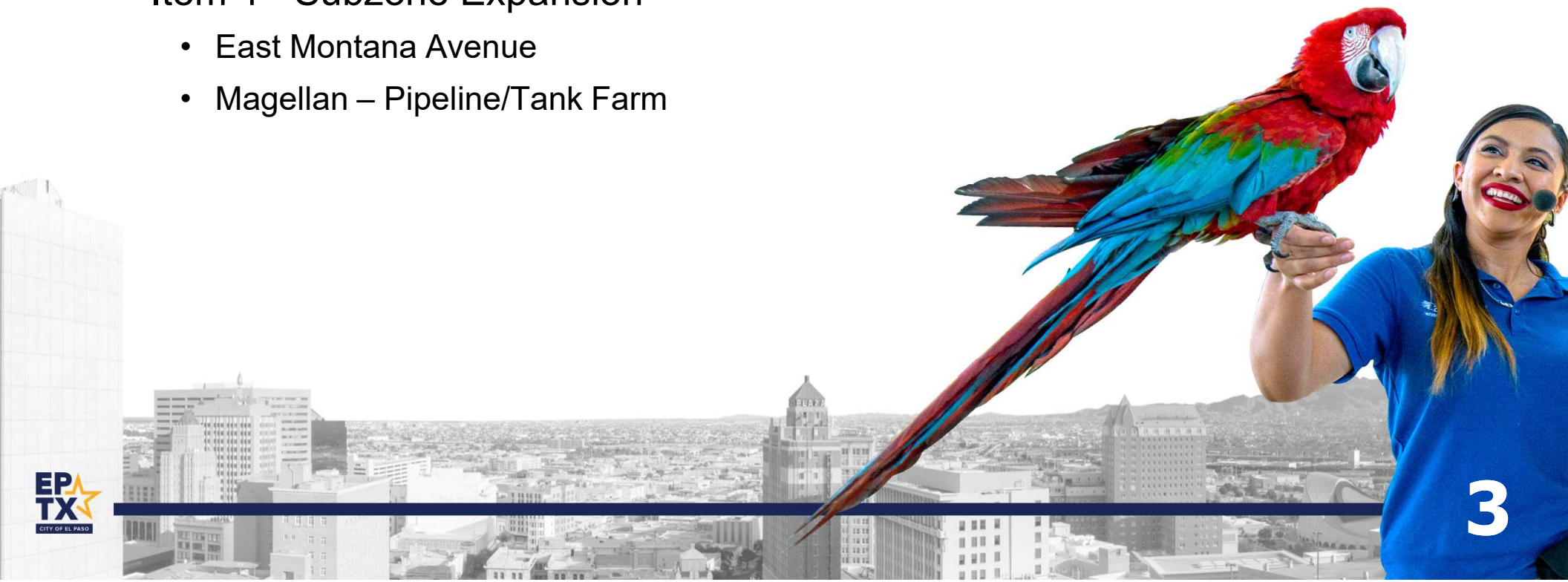
El Paso FTZ 68 – Boundary Expansions

- Virtual boundary expansion methods
  - Minor Boundary Modifications
  - Subzone Expansions
- Resolution by El Paso City Council
- Application to Foreign Trade Zones Board, Department of Commerce
- Allows companies to use FTZ program
- Business retention & expansion
- Creates jobs for El Paso

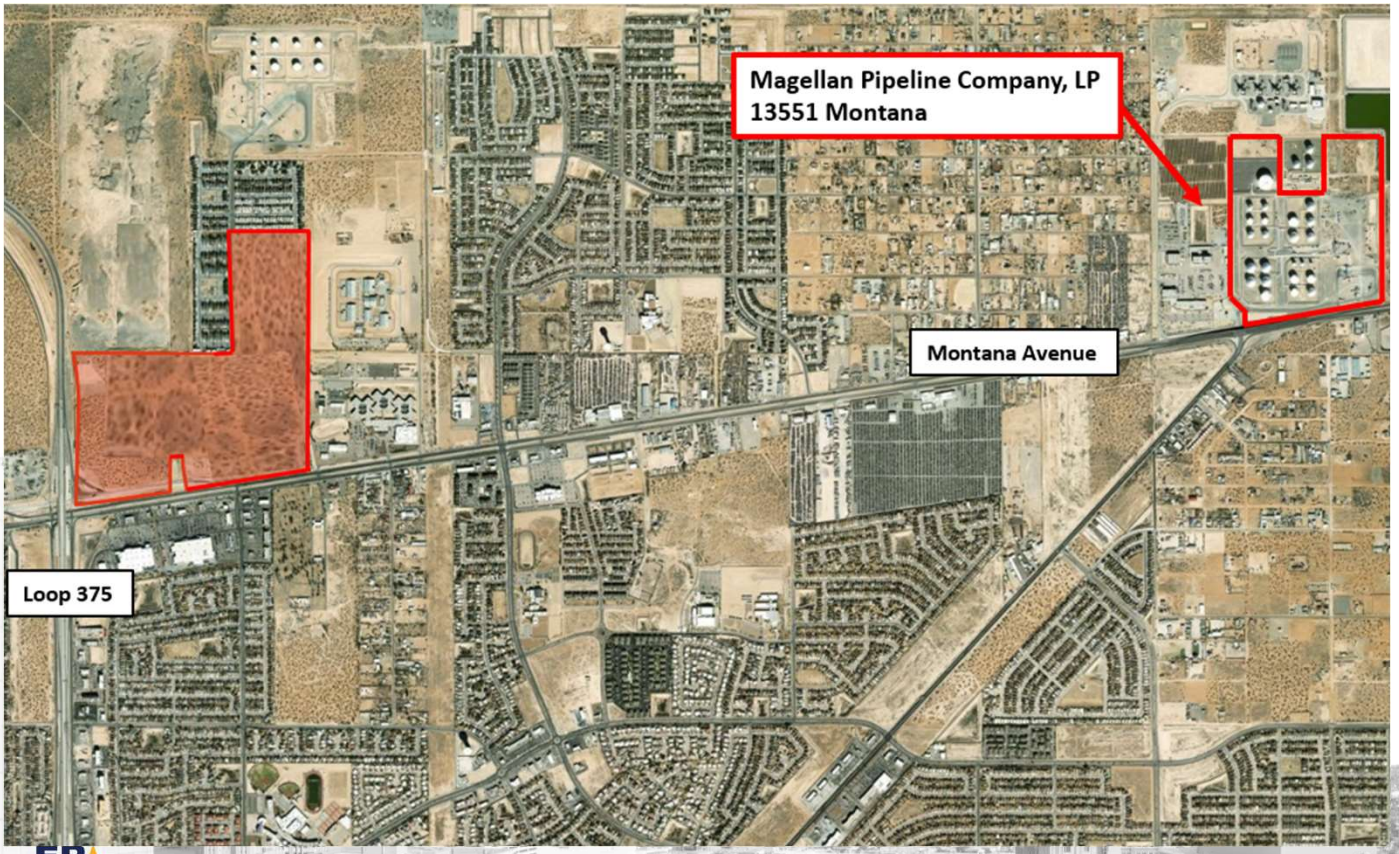


Resolution – Aug 5th City Council Mtg

- Item 4 - Subzone Expansion
  - East Montana Avenue
  - Magellan – Pipeline/Tank Farm



Subzone Magellan





EP TX CITY OF EL PASO

4

MISSION

Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

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5

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VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



6

File #: 25-918, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 6
Airport, David Panko, (915) 212-7401

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the Director of Aviation, or designee, be authorized to submit a minor boundary modification application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zone (FTZ) 68, to include the following parcel:

970 Camino Del Rey Dr, El Paso, TX 79907

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

DEPARTMENT: Aviation

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: David Panko **PHONE NUMBER:** (915) 212-7401

2nd CONTACT PERSON NAME: N/A **PHONE NUMBER:** N/A

DISTRICT(S) AFFECTED: 6

STRATEGIC GOAL:
No.1 - Cultivate an environment conducive to strong, economic development

SUBGOAL:
1.1 Stabilize and expand El Paso's taxbase
1.7 Identify and develop plans for areas of reinvestment and local partnership

SUBJECT:

That the Director of Aviation or designee be authorized to submit a minor boundary modification application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel:

970 Camino Del Rey Dr, El Paso, TX 79907

BACKGROUND / DISCUSSION:

Foreign Trade Zone 68 currently has 3448 acres designated as FTZ authorized land in the City of El Paso. These are parcels of land that are strategically located throughout El Paso covering industrial parks and stand-alone facilities.

The Minor Boundary Modification will add the above listed parcel of land to the FTZ designated boundaries for the City of El Paso. This location is not currently in the FTZ 68 designated boundaries, so we will submit a standard Minor Boundary Modification to the Foreign Trade Zones Board, US Department of Commerce, Washington, D.C., for their approval. This parcel is located in El Paso County (Precinct 3), El Paso Community College (District 6), and the Ysleta Independent School District (District 7).

COMMUNITY AND STAKEHOLDER OUTREACH:

Following the approval of the resolution to submit the Minor Boundary Modificaiton application, we will proceed by securing support letters from the following entities: El Paso County Commissioner's Court, the El Paso Community College Board of Directors, the Socorro Independent School District Board of Directors, and the El Paso Port Director for US Customs and Border Protection.

PRIOR COUNCIL ACTION:

The Council has approved multiple Minor Boundary Modifications in the past for other companies and locations in the city of El Paso.

AMOUNT AND SOURCE OF FUNDING:

Not Applicable

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, the City of El Paso, as recipient of a grant of authority from the U.S. Foreign Trade Zones Board, is authorized to establish, operate, and maintain Foreign Trade Zone 68; and

WHEREAS, the City of El Paso, by and through its Department of Aviation, established, owns, operates, and maintains Foreign Trade Zone 68 in order to expedite and encourage foreign commerce in the El Paso region; and

WHEREAS, the City of El Paso desires to submit a minor boundary modification application to the U.S. Foreign Trade Zones Board to modify the boundaries of Foreign Trade Zone 68 to include a new site which will be used for distribution and production operations; and

WHEREAS, the City of El Paso desires the minor boundary application be subject to the activation limit under the traditional site framework,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Director of Aviation or designee be authorized to submit a minor boundary modification application, including all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone 68 to include the following:

Legal Description - 970 Camino Del Rey Dr, El Paso, TX 79907

The Director of Aviation and designee will also have the authority to perform all other actions necessary to effectuate this minor boundary modification expansion.

(Signatures begin on the following page)

APPROVED THIS ___DAY OF _____, 2025.

ATTEST:

Laura D. Prine, City Clerk

THE CITY OF EL PASO

Renard U. Johnson
Mayor

APPROVED AS TO FORM:

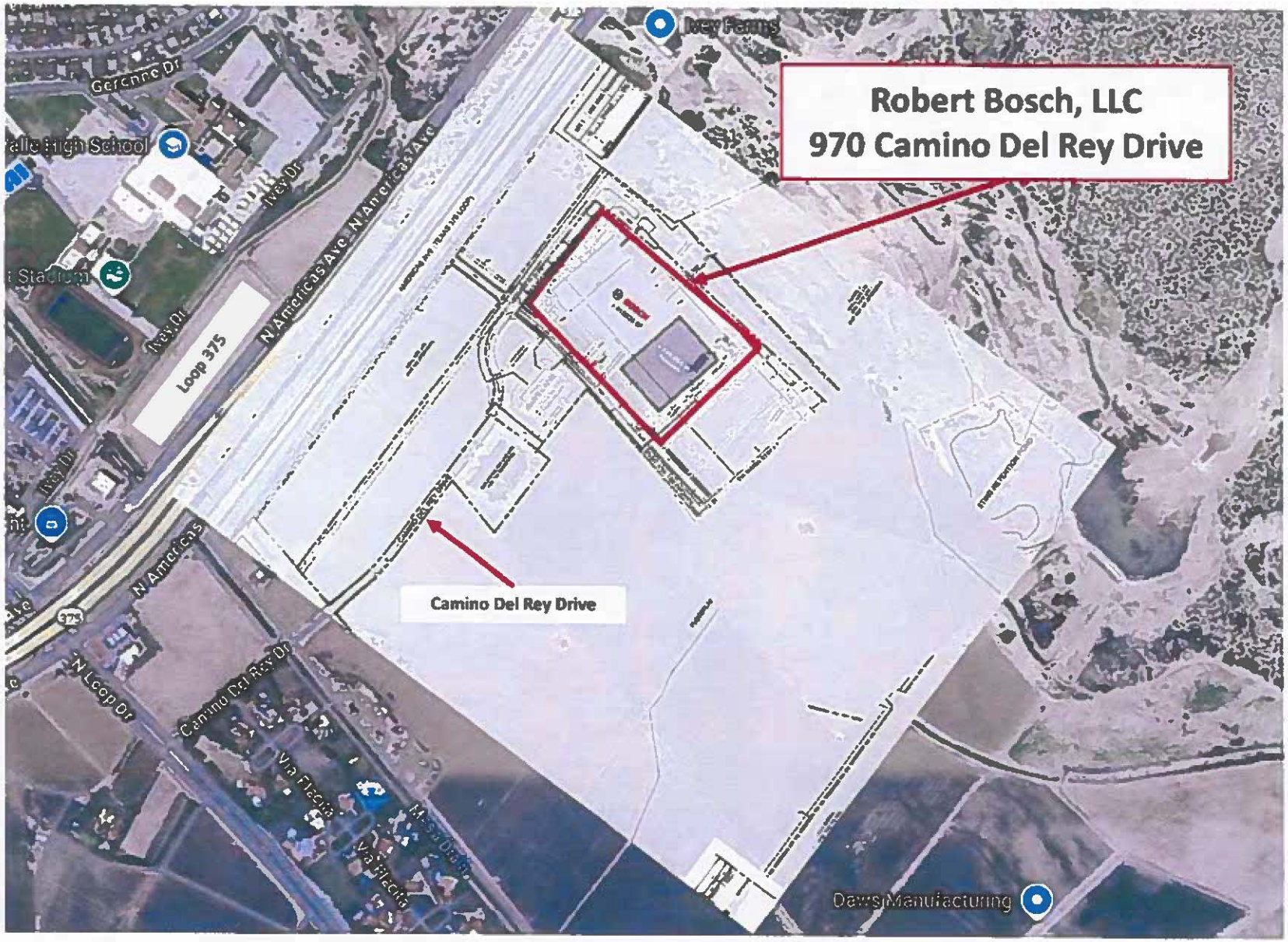
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

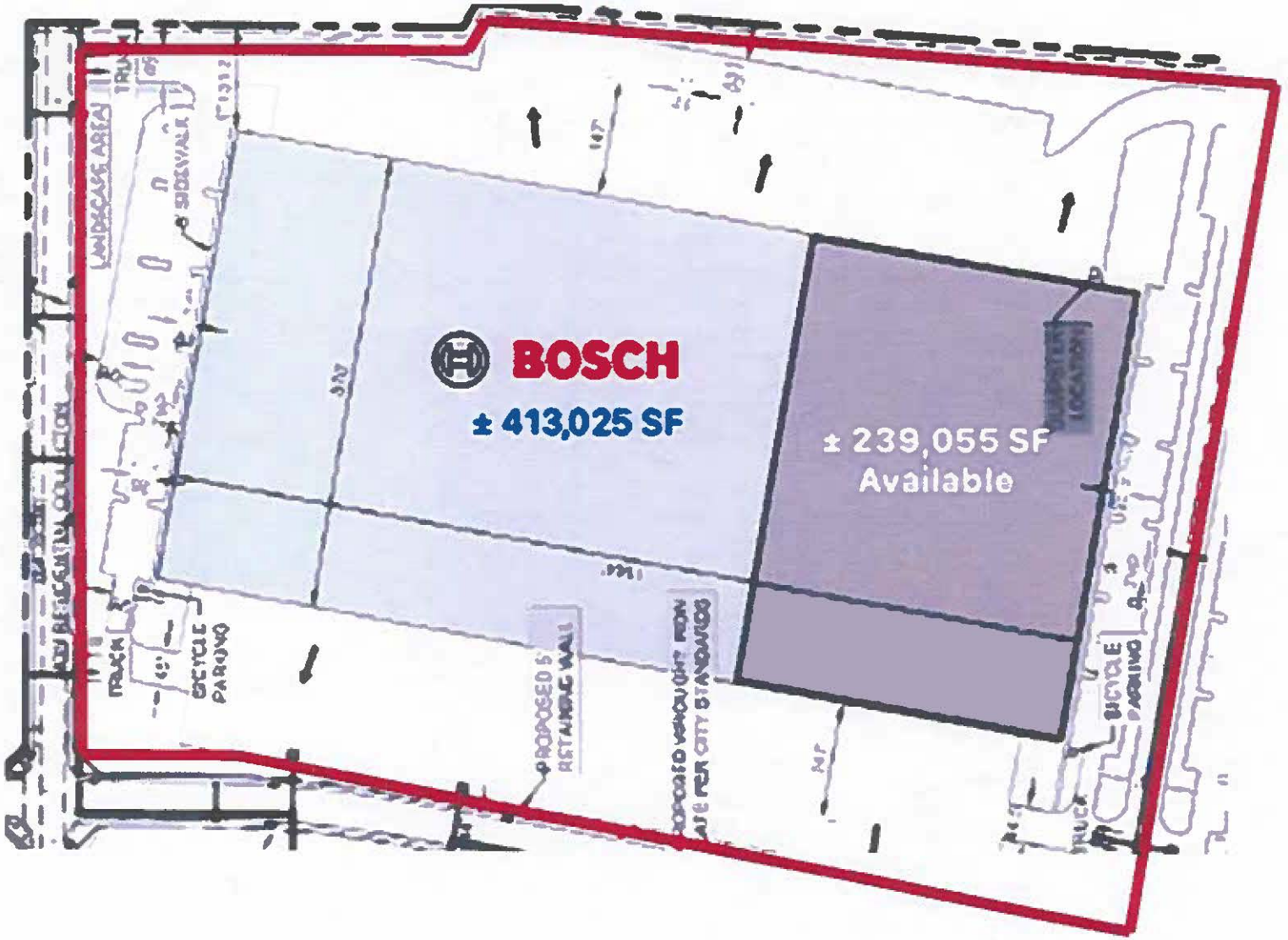
Juan Antonio Nevarez
Director of Aviation

David R. Panko
Foreign Trade Zone 68 Manager

Attachment A – Parcel to be added (red lined) 970 Camino Del Rey Drive, 32.64 Acres



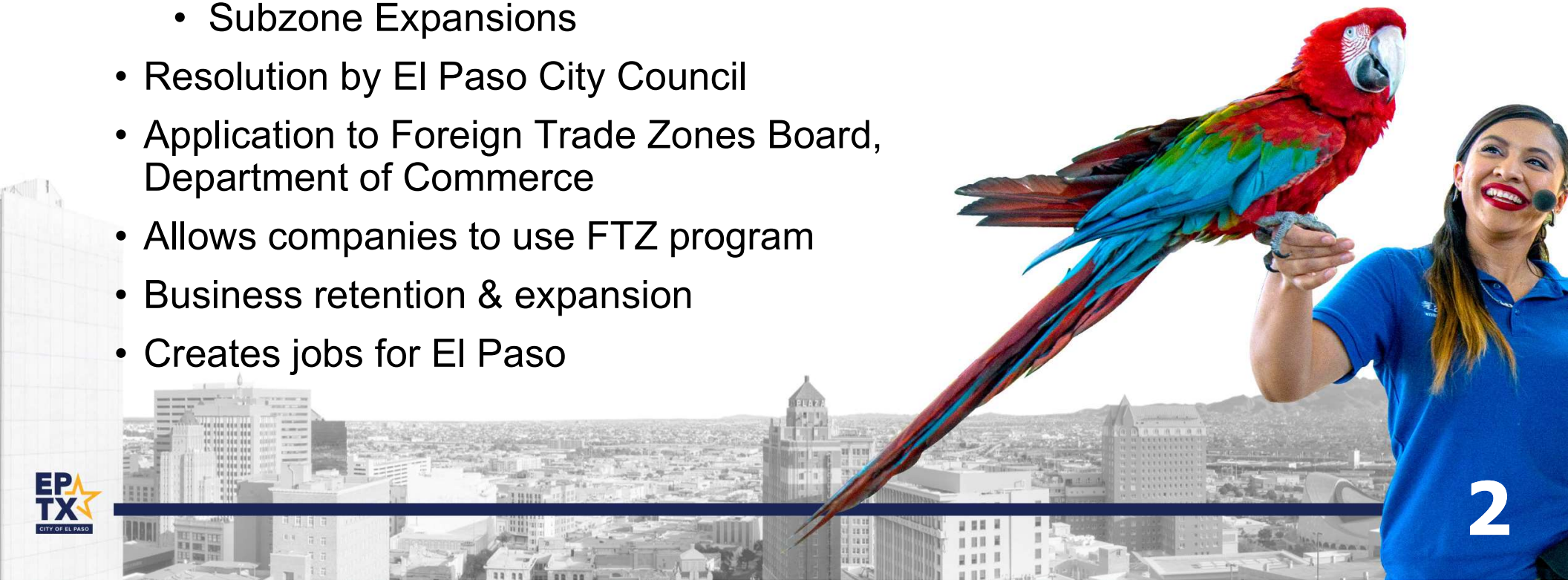
Attachment B – Parcel to be added (red lined) 970 Camino Del Rey Drive, 32.64 Acres




EP
TX
CITY OF EL PASO
El Paso Foreign Trade Zone (FTZ 68)
Boundary Expansion Resolutions

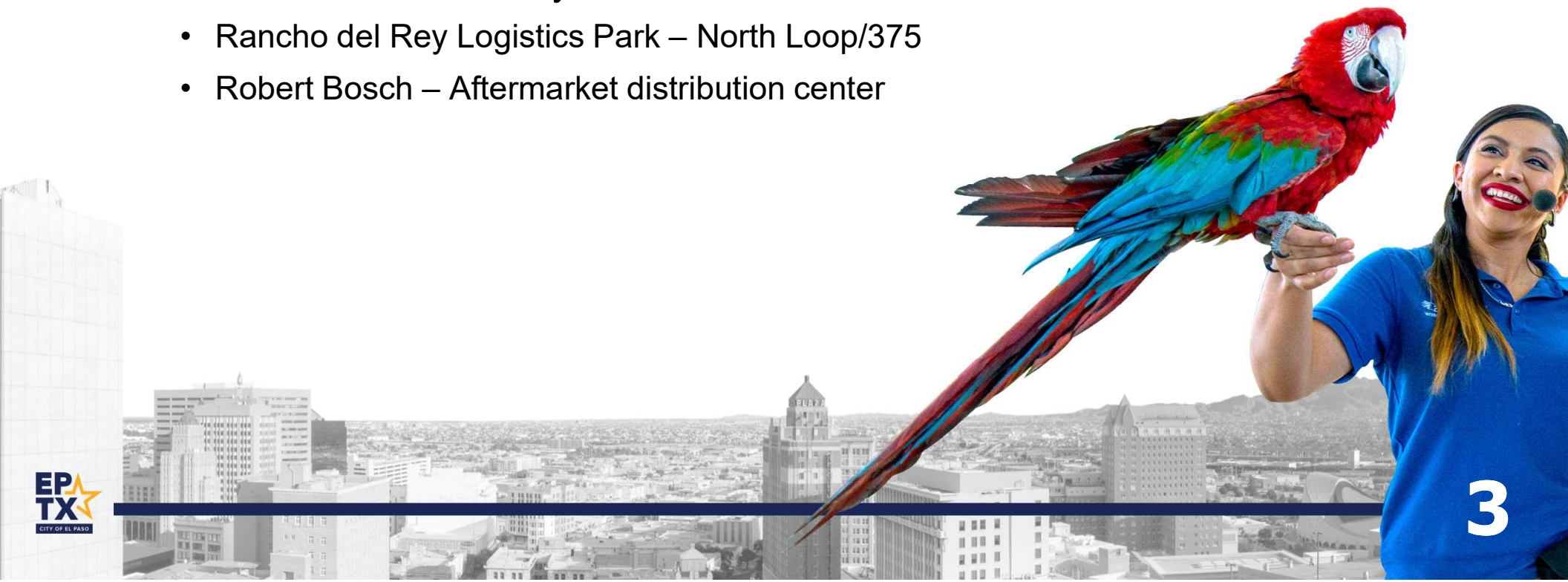
El Paso FTZ 68 – Boundary Expansions

- Virtual boundary expansion methods
  - Minor Boundary Modifications
  - Subzone Expansions
- Resolution by El Paso City Council
- Application to Foreign Trade Zones Board, Department of Commerce
- Allows companies to use FTZ program
- Business retention & expansion
- Creates jobs for El Paso



Resolution – Aug 5th City Council Mtg

- Item 5 - Minor Boundary Modification
  - Rancho del Rey Logistics Park – North Loop/375
  - Robert Bosch – Aftermarket distribution center



MBM - Bosch


Mesilla Valley Transportation
Rojas Dr
SOUTHVIEW
Mission RV Park
Protrans Inte
Socorro Independent School District...
SISD Department of Transportation
B & R Truck and Trailer Repair
Texas AgriLife Research Center
FedEx Freight
MHC Kenworth
Gateway Blvd W
Ivey Farms
Robert Bosch, LLC
970 Camino Del Rey Drive
Del Valle High
Pinos
Loop 375
N Americas Ave
Harbor Freight
Dental
Camino Del Rey Drive
N Loop Dr
Old



MISSION

Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, Respect, Excellence, Accountability, People



5

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VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



6

File #: 25-919, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Extraterritorial Jurisdiction
Airport, David Panko, (915) 212-7401

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the Director of Aviation, or designee, be authorized to submit a minor boundary modification application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zone (FTZ) 68, to include the following parcels:

Legal description- 13500 Pellicano Drive, El Paso County, Texas 79928, which includes the following parcels**:**

79 TSP 3 SEC 19 T & PABST 2155 W 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 (EXC NLY 60.00 FT) (4.5455 AC)

79 TSP 3 SEC 19 T & PABST 2155 E 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 (EXC NLY 60 FT) (4.5430 AC)

79 TSP 3 SEC 19 T & PABST 2155 W 1/2 OF SW 1/4 OF NE 1/4 OF NE 1/4 {5.00 AC)

79 TSP 3 SEC 19 T & P ASST 2155 E 1/2 OF SW 1/4 OF NE 1/4 OF NE 1/4 (5.00 AC)

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

DEPARTMENT: Aviation

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: David Panko **PHONE NUMBER:** (915) 212-7401

2nd CONTACT PERSON NAME: N/A **PHONE NUMBER:** N/A

DISTRICT(S) AFFECTED: Extraterritorial Jurisdiction

STRATEGIC GOAL:
No.1 - Cultivate an environment conducive to strong, economic development

SUBGOAL:
1.1 Stabilize and expand El Paso's taxbase
1.7 Identify and develop plans for areas of reinvestment and local partnership

SUBJECT:

That the Director of Aviation or designee be authorized to submit a minor boundary modification application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcels:

79 TSP 3 SEC 19 T & P ABST 2155 W 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 (EXC NLY 60.00 FT) (4.5455 AC)

79 TSP 3 SEC 19 T & P ABST 2155 E 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 (EXC NLY 60 FT) (4.5430 AC)

79 TSP 3 SEC 19 T & P ABST 2155 W 1/2 OF SW 1/4 OF NE 1/4 OF NE 1/4 (5.00 AC)

79 TSP 3 SEC 19 T & P ABST 2155 E 1/2 OF SW 1/4 OF NE 1/4 OF NE 1/4 (5.00 AC)

BACKGROUND / DISCUSSION:

Foreign Trade Zone 68 currently has 3448 acres designated as FTZ authorized land in the City of El Paso. These are parcels of land that are strategically located throughout El Paso covering industrial parks and stand-alone facilities.

The Minor Boundary Modification will add the above listed parcel of land to the FTZ designated boundaries for the City of El Paso. This location is not currently in the FTZ 68 designated boundaries, so we will submit a standard Minor Boundary Modification/ Sub Zone Expansion to the Foreign Trade Zones Board, US Department of Commerce, Washington, D.C., for their approval. This parcel is located in El Paso County (Precinct 3), El Paso Community College (District 7), the Socorro Independent School District (District 4), and the Horizon Regional Municipal Utility District.

COMMUNITY AND STAKEHOLDER OUTREACH:

Following the approval of the resolution to submit the Minor Boundary Modificaiton application, we will proceed by securing support letters from the following entities: El Paso County Commissioner's Court, the El Paso Community College Board of Directors, the Socorro Independent School District Board of Directors, and the El Paso Port Director for US Customs and Border Protection.

PRIOR COUNCIL ACTION:

The Council has approved multiple Minor Boundary Modifications in the past for other companies and locations in the city of El Paso.

AMOUNT AND SOURCE OF FUNDING:

Not Applicable

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, the City of El Paso, as recipient of a grant of authority from the U.S. Foreign Trade Zones Board, is authorized to establish, operate, and maintain Foreign Trade Zone 68; and

WHEREAS, the City of El Paso, by and through its Department of Aviation, established, owns, operates, and maintains Foreign Trade Zone 68 in order to expedite and encourage foreign commerce in the El Paso region; and

WHEREAS, the City of El Paso desires to submit a minor boundary modification application to the U.S. Foreign Trade Zones Board to modify the boundaries of Foreign Trade Zone 68 to include a new site which will be used for distribution and production operations; and

WHEREAS, the City of El Paso desires the minor boundary application be subject to the activation limit under the traditional site framework,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Director of Aviation or designee be authorized to submit a minor boundary modification application, including all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone 68 to include the following:

Legal Description – 13500 Pellicano Drive, El Paso County, Texas 79928 which includes the following parcels:

79 TSP 3 SEC 19 T & P ABST 2155 W 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 (EXC NLY 60.00 FT) (4.5455 AC)

79 TSP 3 SEC 19 T & P ABST 2155 E 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 (EXC NLY 60 FT) (4.5430 AC)

79 TSP 3 SEC 19 T & P ABST 2155 W 1/2 OF SW 1/4 OF NE 1/4 OF NE 1/4 (5.00 AC)

79 TSP 3 SEC 19 T & P ABST 2155 E 1/2 OF SW 1/4 OF NE 1/4 OF NE 1/4 (5.00 AC)

The Director of Aviation and designee will also have the authority to perform all other actions necessary to effectuate this minor boundary modification expansion.

(Signatures begin on the following page)

APPROVED THIS ___DAY OF _____, 2025.

THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

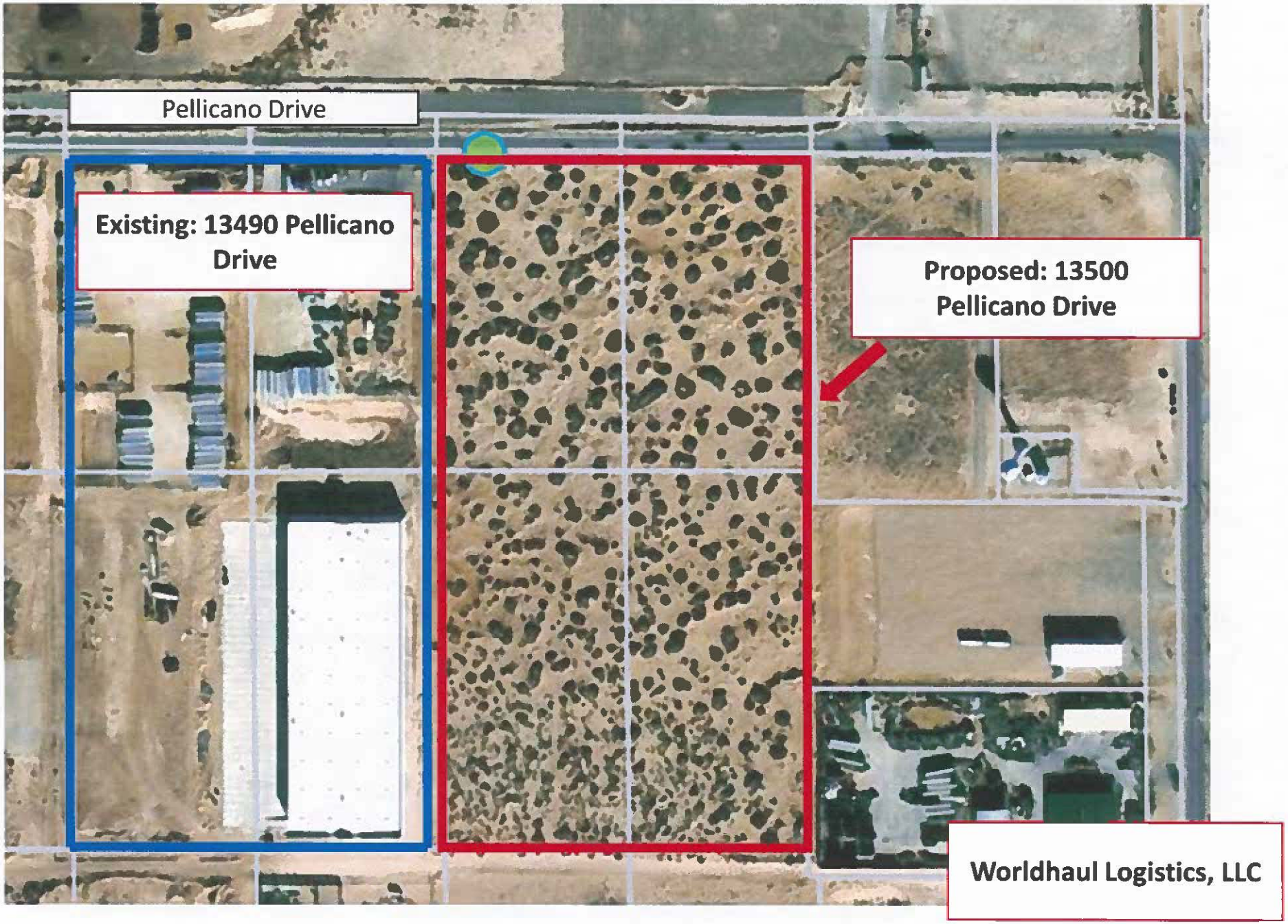
Juan Antonio Nevarez
Director of Aviation

David R. Panko
Foreign Trade Zone 68 Manager

Attachment A – Parcel to be added (red lined) 13500 Pellicano Drive, 19.0885 Acres



Attachment B – Parcel to be added (red lined) 13500 Pellicano Drive – 19.0885 Acres

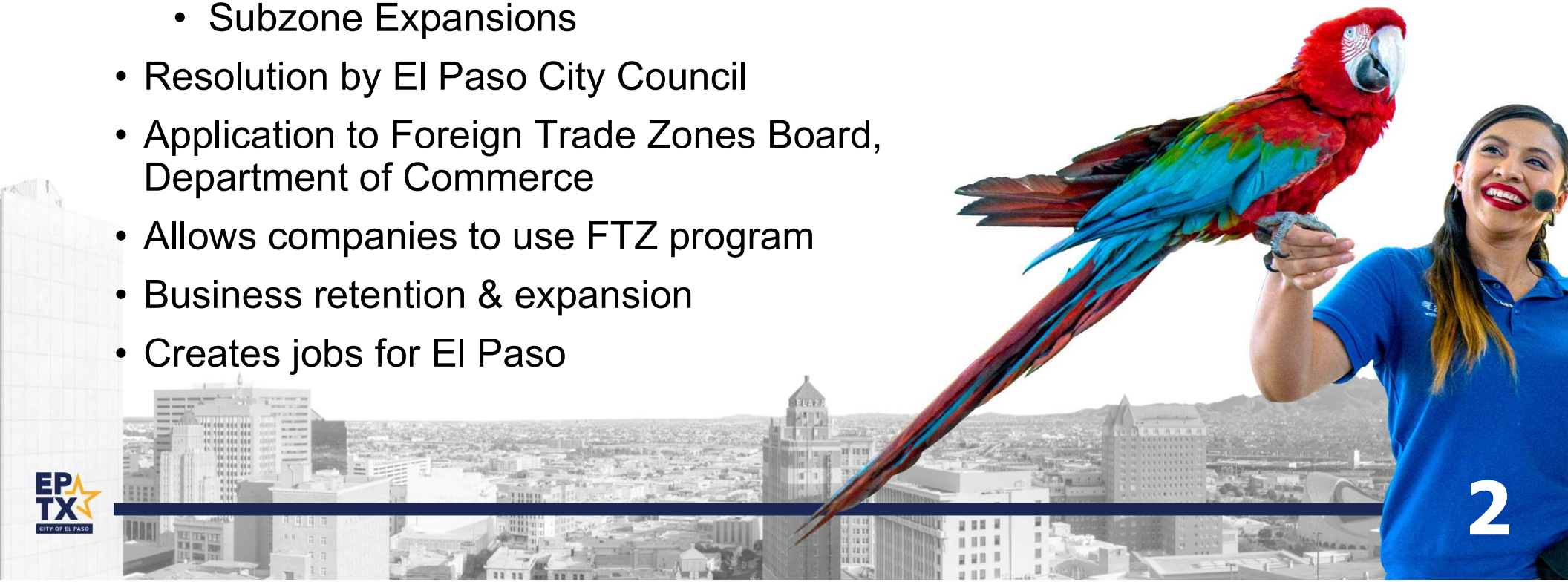


El Paso Foreign Trade Zone (FTZ 68)

Boundary Expansion Resolutions

El Paso FTZ 68 – Boundary Expansions

- Virtual boundary expansion methods
  - Minor Boundary Modifications
  - Subzone Expansions
- Resolution by El Paso City Council
- Application to Foreign Trade Zones Board, Department of Commerce
- Allows companies to use FTZ program
- Business retention & expansion
- Creates jobs for El Paso

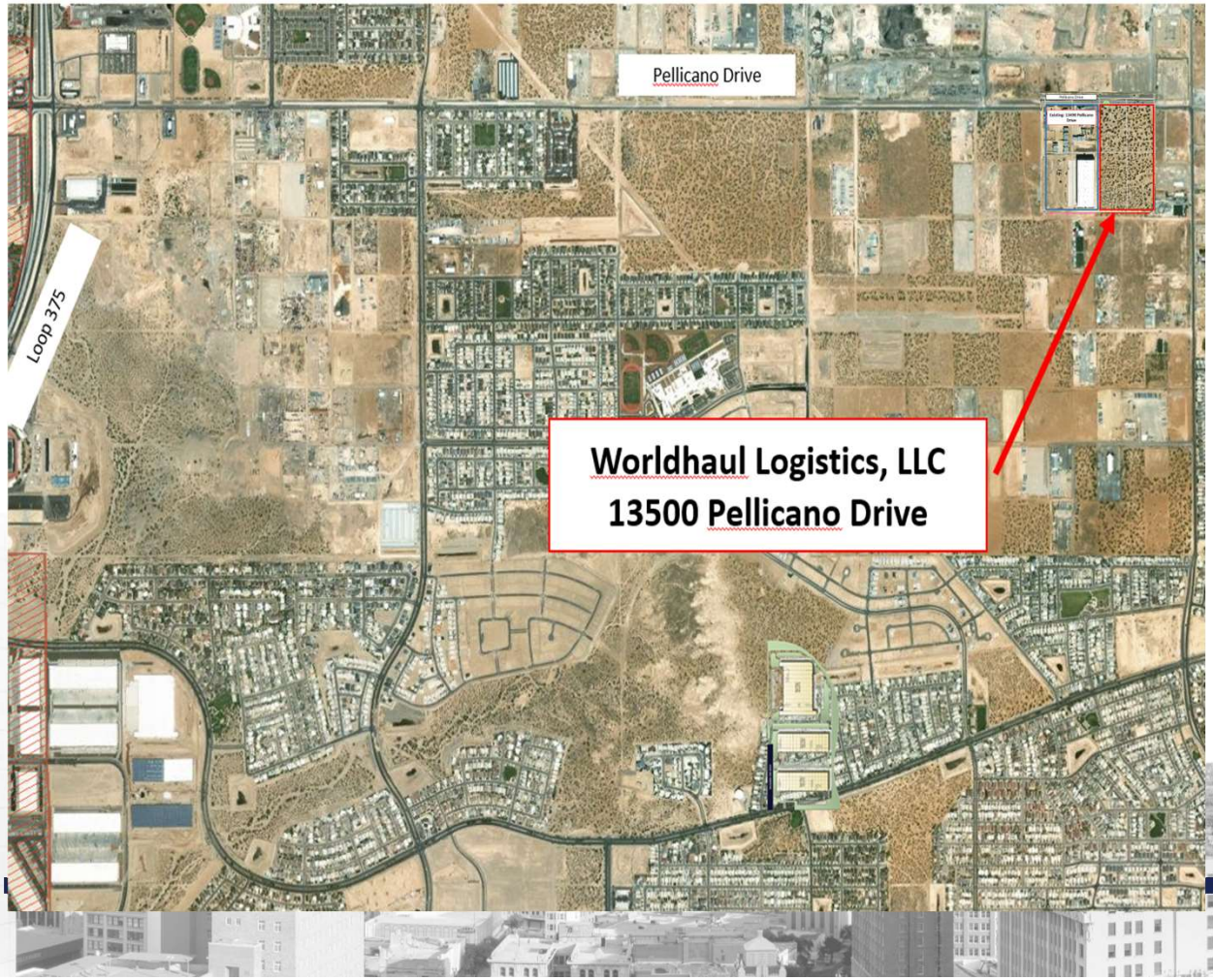


Resolution – Aug 5th City Council Mtg

- Item 6 - Minor Boundary Modification
  - Expand current site – east Pellicano
  - Worldhaul Logistics



MBM - Worldhaul





MISSION

Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople



5

MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



6

File #: 25-900, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Police, Assistant Chief Humberto Talamantes, (915) 212-4309

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution authorizing the Mayor to sign an interlocal Agreement between the 34th Judicial District Attorney, the County of El Paso, Texas, and the City of El Paso, Texas for the reimbursement of up to $40,000.00 for the actual costs incurred and paid for by the City for testing narcotics and controlled substances for cases related to the Border Prosecution Unit/Texas Anti-Gang Center for the period of September 1, 2023 to August 31, 2025.

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

DEPARTMENT: El Paso Police Department

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/4/25

CONTACT PERSON NAME: A/C Humberto Talamantes **PHONE NUMBER:** 915-212-4309

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Set the Standard for a Safe and Secure City

SUBGOAL:

2.1 Maintain standing as one of the nation's safest cities.

SUBJECT:

Requesting an Interlocal Agreement between the 34th Judicial District Attorney, the County of El Paso, Texas, and the City of El Paso, Texas for the reimbursement of up to $40,000.00 for the actual costs incurred and paid for by the City for testing seized drugs and controlled substances for cases related to the Border Prosecution Unit/Texas Anti-Gang Center for the period of September 1, 2023 to August 31, 2025.

BACKGROUND / DISCUSSION:

The purpose of this Agreement is to establish a path for the reimbursement to the CITY for payments made by the CITY to NMS Laboratories, for work performed in testing illicit narcotics and controlled substances listed under Texas Controlled Substances Act, Health and Safety Code Ch. 481 and seized pursuant to the investigation and prosecution of border-related crime by the Border Prosecution/EPPD Gang Unit. Funds are available under the grant awarded to the 34th Judicial District Attorney to pay for testing of seized drugs for criminal offenses classified as Class B Misdemeanors and higher.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

The 34th Judicial District Attorney, the County of El Paso, Texas, may reimburse the City of El Paso up to $40,000.00 for the actual costs incurred and paid for by the City for testing seized narcotics and controlled substances for cases presented for prosecution.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

for DEPARTMENT HEAD: Alc H. Talamantes

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RECEIVED
By City Clerk's Office at 10:27 am, Jul 28, 2025

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement by and between the 34th Judicial District Attorney, the County of El Paso, Texas, and the City of El Paso, Texas for the reimbursement of up to $40,000.00 for the actual costs incurred and paid for by the City for testing narcotics and controlled substances for cases related to the Border Prosecution Unit/ Texas Anti-Gang Center for the period of September 1, 2023 to August 31, 2025.

APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Peter Pacillas
Chief of Police

RECEIVED
By City Clerk's Office at 10:25 am, Jul 28, 2025

STATE OF TEXAS §
§
COUNTY OF EL PASO §

INTERLOCAL AGREEMENT

This Interlocal Cooperation Agreement is entered into by and between the 34th Judicial District Attorney ("DA") and the County of El Paso, Texas (collectively "COUNTY") and the City of El Paso, Texas, a home rule municipal corporation ("CITY"). The County and City may be collectively referred to as "Parties."

I. RECITALS

WHEREAS, the District Attorney of the 34th Judicial District ("District Attorney") is a member and project director of the Border Prosecution Unit (along with the Texas Anti-Gang Center) established under Tex. Gov't Code Chapter 772, Subchapter B, which focuses on supporting the investigation and prosecution of border-related crimes, including those committed by organized criminal enterprises primarily in counties along the Texas-Mexico international border and is funded by the Criminal Justice Division of the Office of the Governor of the State of Texas; and

WHEREAS, the Criminal Justice Division administers a grant program to provide financial assistance to eligible prosecuting attorneys for border crime prosecution; and

WHEREAS, the operation of the Border Prosecution Unit ("BPU") and Texas Anti-Gang Center ("TAG") serve to increase the efficiency and effectiveness of local, state, and federal law enforcement functions in the criminal justice system of the 34th Judicial District; and

WHEREAS, the grant program of the Criminal Justice Division allows for payment of costs associated with laboratory testing of illicit narcotics and other controlled substances seized as a result of the investigation and prosecution of border-related crimes; and

WHEREAS, the grant program took effect September 1, 2023 and will expire August 31, 2025; and

WHEREAS, the grant authorizes the use of funds for the support of members of the BPU in prosecuting border crime; and

WHEREAS, the grants allocated to and administered by the District Attorney's Office for the 34th Judicial District Attorney's Office are identified as BPU Grant # 2283712 and identified as County Contract Nos. 2023-0780 and 2023-0148; and

WHEREAS, a certain amount of narcotics and controlled substances seized in accordance with the investigation and prosecution of Border Prosecution Unit/TAG-cases have previously been tested by NMS Laboratories and paid for by the CITY; and

WHEREAS, the Parties desire that the CITY be reimbursed for the cost and expense incurred and paid for testing the narcotics and controlled substances; and

WHEREAS, the CITY and COUNTY are authorized to enter into this Agreement under the provisions of Texas Gov't Code Ch. 791

NOW, THEREFORE, THE CITY AND COUNTY ENTER INTO THIS AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

II. ATTACHMENTS AND RECITALS

2.0 The Attachments and recitals to this Agreement are incorporated into this Agreement by reference for all purposes.

III. CONTRACTUAL RELATIONSHIP

3.0 This Agreement does not create any partnership or joint venture; principal-agent; or employer-employee relationship between the Parties or any of their officers, employees, agents or representatives.

3.1 The COUNTY understands and agrees that it will be responsible for its respective acts or omissions, and the CITY shall not be responsible as an employer to the COUNTY's officers, employees, agents or representatives who perform any service in connection with this Agreement.

3.2 The CITY understands and agrees that it will be responsible for its respective acts or omissions, and the COUNTY shall in no way be responsible as an employer to the CITY's officers, employees, agents or representatives who perform any service in connection with this Agreement.

3.3 The COUNTY acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Agreement. The CITY also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the COUNTY to any obligation other than the obligations set forth in this Agreement.

3.4 The Parties acknowledge and expressly agree that nothing contained in this Agreement may be construed as creating an attorney-client relationship between the District Attorney or his agents, representatives, or employees, and the El Paso Police Department or the CITY or its agents, representatives, departments, or employees.

3.5 The Parties further acknowledge and expressly warrant that the Office of the District Attorney is performing services and functions under the Border Prosecution Unit grant that are legally authorized and/or mandated by law or statute. Nothing contained in this Agreement shall be interpreted as altering the statutorily assigned duties of either the El Paso Police Department and its members and the Office of the District Attorney.

3.6 The Parties acknowledge and agree that in all things relating to this Agreement, the CITY and the COUNTY are performing governmental functions. The Parties agree that the CITY and the COUNTY enter into this Agreement as governmental entities for the purpose of performing a governmental function.

IV. PURPOSE AND TERM OF AGREMENT

4.0 The purpose of this Agreement is to establish parameters and conditions for the reimbursement to the CITY for payments made by the CITY to NMS Laboratories, or any other laboratory lawfully contracted by the CITY, for work performed in testing illicit narcotics and controlled substances listed under Texas Controlled Substances Act, Health and Safety Code Ch. 481 and seized pursuant to the investigation and prosecution of border-related crime by the Border Prosecution/TAG Unit. Funds are available under the grant to pay for testing of seized drugs for criminal offenses classified as Class B Misdemeanors and higher.

4.1 The initial term of this Agreement begins on September 1, 2023, and ends on August 31, 2025, regardless of the date executed as long as reimbursement requests pertain to Border Prosecution Unit or Texas Anti-Gang Center (TAG) expenses described in paragraph 4.0 and that were provided during the grant period. This Agreement may be renewed by the mutual Agreement executed by the Parties. Any renewal shall contain a "not to exceed amount" for the renewal period in conformance with Paragraph VI, below.

V. SCOPE OF SERVICES

5.0 The CITY may provide, or arrange for, laboratory services relating to seized drugs (or alleged drugs) on an on-call basis if such services are related to border prosecution services under the grant. The CITY shall comply with purchasing law that applies to the CITY.

5.1 For testing completed prior to the execution of this Agreement, the CITY shall submit invoices no later than 15 days from the execution of this Agreement, or August 31, 2025, whichever occurs earlier. The Parties do not anticipate any new testing during the initial period of this Agreement; the CITY will not do any new testing during the initial term of this Agreement unless there is a further written Agreement executed by the Parties. The COUNTY will not be responsible for reimbursement of any invoice that is not timely submitted. Notwithstanding the Texas Prompt Payment Act, the COUNTY will reimburse the CITY for such services within sixty (60) days of receiving an invoice from the CITY.

VI. CONSIDERATION

6.0 The COUNTY, on behalf of the DA, will reimburse the CITY a reasonable amount for each test related to a BPU/TAG case and not to exceed a total of $40,000 during the initial term. For purposes of this Agreement, a "reasonable amount" refers to the CITY's actual costs for testing under a BPU/TAG case. Neither the COUNTY nor the DA will be obligated to pay for any expense incurred by the CITY in excess of this amount or for any expense incurred outside the term of this Agreement.

VII. TERMINATION

7.0 The Parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing. Except as otherwise provided in this Agreement, all duties and obligations of the CITY and the COUNTY shall cease upon termination or expiration of this Agreement.

7.1 In addition, either Party may terminate this Agreement by giving **30** days' written notice to the other party. Except as otherwise provided in this Agreement, all duties and obligations of the CITY and the COUNTY shall cease upon termination or expiration of this Agreement.

7.2 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 non-terminating party prior to the date of termination. The Parties acknowledge and expressly warrant that no claim of damages will exist after the date of termination.

7.3 The Parties also acknowledge that this Agreement depends on grant funding. If grant funding is terminated or unavailable, the COUNTY must promptly notify the CITY of the termination or unavailability of funding. After the CITY receives the notice, the CITY shall terminate all work under this Agreement, and the COUNTY shall not be responsible for any work begun after the date the CITY receives the notice. The CITY is responsible for immediately notifying any of its contractors doing work under this Agreement.

VIII. GENERAL PROVISIONS

8.1 The Parties expressly reserve their respective immunities, including (without limitation) sovereign and/or governmental immunity as well as any (without limitation) qualified or official immunity their respective elected officials, officers, and employees may enjoy.

8.2 This Agreement may be amended only by written instrument duly executed on behalf of the CITY (by authority of the City Council), the DA, and the COUNTY (by authority of the Commissioners Court).

8.3 All agreements and covenants contained in this Agreement are severable. If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the Parties intend that all other terms and provisions of this Agreement will be valid and binding and have full force and effect as if the invalid portion had not been included.

8.4 All notices required or permitted in this Agreement must be in writing and shall be deemed delivered when actually received via United States Postal Service certified mail, return receipt requested addressed to the respective other Party at the address provided below:

City:
City Manager
300 N. Campbell
El Paso, Texas 79901-1196

Chief of Police
911 N. Raynor Street
El Paso, Texas 79903

District Attorney:
Hon. James Montoya
2nd Floor, Courthouse, Ste. 201, 500 E. San Antonio St.
El Paso, Texas 79901

County:
County Judge
3rd Floor, Courthouse, Ste. 301 500 E. San Antonio St.
El Paso, Texas 79901

8.5 This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of federal law. Any suit arising under this Agreement shall be brought in a state or federal court of appropriate jurisdiction sitting in El Paso County, Texas. Each Party shall bear its own costs, expenses, and attorneys' fees in connection with any claim(s) or action(s) concerning or relating to this Agreement.

8.6 Except to the extent modified by paragraph 5.1, the Parties agree that this Agreement is subject to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Any late fees or interest are strictly limited to those expressly permitted by that Act.

8.7. This writing, and its incorporated Attachments, constitutes the entire Agreement between the Parties and supersedes any oral or written agreement between the Parties that precedes this Agreement.

8.8 This Agreement shall take effect on the date the last party executes it.

CITY OF EL PASO, TEXAS

Renard U. Johnson, Mayor
Date: _____

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Peter Pacillas
Chief of Police

COUNTY OF EL PASO, TEXAS

_____

Ricardo A. Samaniego
El Paso County Judge
Date: _____

34TH JUDICIAL DISTRICT ATTORNEY

_____

Hon. James Montoya
34th Judicial District Attorney
Date: _____

File #: 25-903, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Police, Assistant Chief Juan Briones, (915) 212-4304

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution authorizing the Mayor to sign an Inter-local Agreement between the City of El Paso and Texas Department of Public Safety to allow for a reimbursement program to compensate the City for travel and overtime expenses incurred by the Tactical Flight Officers assigned to the Department of Public Safety Aircraft Section. This agreement shall be effective on the date signed by the last party and will terminate on 08/31/2030 or when funding is depleted. The parties may also terminate this contract earlier upon mutual written consent or upon written request or either party with 30 calendar days written notice. Additionally, this contract has three optional one-year renewal periods. The total amount of this contract will not exceed $160,000.00. The prior Inter-local Agreement was first signed between both parties on July 13, 2015.

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

DEPARTMENT: El Paso Police Department

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Assistant Chief J.F. Briones #1609 **PHONE NUMBER:** 915-212-4304

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 2: Set the Standard for a Safe and Secure City

SUBGOAL:

Subgoal 2.1: Maintain Standing as one of the Nation's Top Safest Cities

SUBJECT:

A resolution authorizing the Mayor to sign an Inter-local Agreement between the City of El Paso and Texas Department of Public Safety to allow for a reimbursement program to compensate the City for travel and overtime expenses incurred by the Tactical Flight Officers assigned to the Department of Public Safety Aircraft Section. This agreement shall be effective on the date signed by the last party and will terminate on 08/31/2030 or when funding is depleted. The parties may also terminate this contract earlier upon mutual written consent or upon written request of either party with 30 calendar days written notice. Additionally, this contract has three optional one-year renewal periods. The total amount of this contract will not exceed $160,000.00. The prior Inter-local Agreement was first signed between both parties on July 13, 2015.

BACKGROUND / DISCUSSION:

Through continued inter-agency cooperation the El Paso Police Department (EPPD) and the Texas Department of Public Safety (TXDPS) mutually identified the advantages of shared resourced to better serve law enforcement and public safety responds to both department's area of responsibility. TXDPS has invested in an aviation unit station in El Paso with limited personnel resources that are familiar with geographic layout of the City of El Paso and the EPPD Policing districts. With supplement of EPPD Personnel, both agencies will be able to effectively augment each other's law enforcement missions.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

The prior Inter-local Agreement was first signed between both parties on July 13, 2015.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Exec. A/C Victor Zarur #1515 For Chief Pacillas

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Clerk Dept. Rev.2.20241204

RESOLUTION

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

1. That the Mayor be authorized to sign the Interlocal Agreement between the City of El Paso and Texas Department of Public Safety to allow for a reimbursement program to compensate the City for expenses incurred by the Tactical Flight Officer assigned to Department of Public Safety's Aircraft Section.
2. That the reimbursement program is in the public interest of the residents of El Paso by enhancing the interagency cooperation between law enforcement aircraft and ground units.
3. That the City Manager or designee be authorized to sign any related paperwork to submit related invoices or receive reimbursement, and accept, reject, alter, or terminate the resulting reimbursement program, authorize budget transfers, and submit necessary revisions.

APPROVED this _____ of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Exec. A/C Victor Zarur #1515

_____
Peter Pacillas, Chief
El Paso Police Department

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety ("DPS") and the City of El Paso, El Paso Police Department ("EPPD"), are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

II. DEFINITIONS

A. Tactical Flight Officer (TFO): The TFO is the vital link between the aircraft and the ground units. Through his or her knowledge of aircraft systems and police equipment, the TFO serves to assist in the successful outcome of the airborne mission.

B. TFO Reimbursement Program: This Program allows for reimbursement to the TFO, for travel and overtime expenses incurred by the TFO assigned to DPS Aircraft Operation Division as a TFO.

III. BACKGROUND AND PURPOSE

A. DPS supplies travel and overtime reimbursement to EPPD to represent DPS at its Aircraft Operations Division location. The purpose of this Contract is to set out the terms and conditions under which EPPD will participate in conjunction with DPS in the TFO Reimbursement Program.

B. This contract is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agency, the State of Texas, or the officers, employees, agents, or other associated personnel thereof.

IV. STATEMENT OF SERVICES

DPS will perform or understands the following:

A. To the extent it is reasonably practicable for DPS, and to the extent DPS has available personnel, cooperate fully with EPPD in any matter related to the purpose of this Contract.
B. Provide training related to the TFO position as required by the DPS Aircraft Section policies and regulations.
C. Meet with the assigned TFO's direct report EPPD supervisor regularly, but not less than twice a month.
D. Provide a monthly schedule to the assigned TFO's direct EPPD supervisor on a date agreed to by both Parties. Any schedule changes during the month will be made in writing via e-mail to the assigned TFO's direct report supervisor to ensure time card accuracy.
E. Allow the assigned TFO to maintain all EPPD mandated training requirements.
F. Provide training to EPPD regional command patrol officers on the capabilities, deployment, and limitations in the coordinated use of DPS aviation and EPPD patrol operations.

EPPD will perform or understands the following:

A. Assign 100% participation of no more than two Police Officers to the DPS Aircraft Operations Division in El Paso, Texas. The selection of personnel for the TFO positions will follow the EPPD's Transfer Policy in accordance with contractual obligations with the El Paso Municipal

Police Officers Association. A DPS Aircraft Section representative may sit in on the transfer boards as a subject matter expert relating to aircraft operations and regulations. The selection of personnel for the TFO positions will be presented and approved by and serve at the discretion of the DPS Aircraft Operations Division Chief Pilot. The assigned TFO shall comply with DPS uniform operational policies and procedures.

B. EPPD shall obtain the prior written approval of DPS for out-of-state travel.
C. The assigned TFO shall work a 40-hour workweek based on DPS scheduling. When practical, all overtime will be strictly limited to emergency situations and be approved in conjunction with an EPPD supervisor.
D. Provide a direct report EPPD supervisor to handle the daily administrative documentation, e.g. daily activity logs, time cards, leave requests, injury documents, required by the City of Paso for the assigned TFO. This direct report supervisor will meet with a DPS Aviation Section supervisor on a regular basis, but no less than twice a month.

V. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

The total amount of this contract will not exceed $160,000.00.

VI. TERM OF CONTRACT AND AMENDMENTS

This contract is effective on the date signed by the last party and will terminate on 08/31/2030 or when funding is depleted. The parties may also terminate this contract earlier upon mutual written consent or upon written request of either party with 30 calendar days written notice. Additionally, this Contract has three optional one-year renewal periods.

This contract may only be amended by mutual written agreement of the parties.

VII. ENTIRE AGREEMENT

This contract constitutes the entire contract between EPPD and DPS. No other contract, statement, or promise relating to the subject matter of this contract which is not contained in this contract is valid or binding.

VIII. CHOICE OF LAW AND VENUE

This contract shall be governed by the law of the State of Texas. Venue and jurisdiction of any litigation or right of cause of action under or in connection with this contract shall be exclusively in Travis County, Texas.

IX. NO LIABILITY FOR EMPLOYEES AND OFFICERS

Each party to this contract agrees that it shall have no liability for the actions or omissions of the other party's employees and officers, regardless of where the individual's actions or omissions occurred. Each party is solely responsible for the actions or omissions of its employees and officers; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of these parties and not for the benefit of any person or entity not a party to this contract; nor shall any provision of this contract be deemed a waiver of any defenses available by law.

X. NO JOINT ENTERPRISE

The parties are associated with each other only for the purposes and to the extent set forth in this contract, and with respect to the performance hereunder, the parties are and shall be independent contractors. Nothing contained in this contract shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent, or to create any liability for the parties whatsoever with respect to the indebtedness, liabilities, and obligations of the other party to this contract or any other party.

XI. NO APPARENT AGENCY

Neither party has authority for or on behalf of the other except as provided in this contract. No other authority, power, partnership, or rights are granted or implied.

XII. AUDIT

EPPD understands and agrees that acceptance of state funds under this contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds in accordance with Section 2262.154 of the Texas Government Code. EPPD further agrees to cooperate fully with the State Auditor's Office or DPS in the conduct of an audit or investigation, including providing all records requested. EPPD shall ensure that this clause concerning the State Auditor's Office or DPS' authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontract it may award. The State Auditor's Office or DPS shall, at any time, have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of EPPD relating to this contract. EPPD shall keep all records and documents regarding this contract for the term of this contract and for four (4) years after termination of this contract.

XIII. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

If to DPS:
Lisa Resendez
Program Manager
Department of Public Safety
Aviation Operations Division
10335 Golf Course Road
Austin, Texas 78719
512-424-0282
Lisa.Resendez@dps.texas.gov

If to EPPD:
City Manager
City of El Paso/El Paso Police Department
300 N. Campbell
El Paso, Texas 79901
915-221-1061

XIV. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the parties are stated within the contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

City of El Paso, Police Department **Authorized Representative** **Mayor**	**Department of Public Safety of the State of Texas** **Authorized Representative** **Jason Taylor** **Lt. Colonel, Law Enforcement Operations**
Signature of Authorized Representative **Date:**	**Signature of Authorized Representative** **Date:**

File #: 25-860, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A).

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

DEPARTMENT: Environmental Services Department

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Nicholas Ybarra **PHONE NUMBER:** 915-212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A).

BACKGROUND / DISCUSSION:

Placing solid waste liens on properties cleaned by the City of El Paso allows us to recoup the cost of cleaning citizen-owned property with City staff.

Costs are a summary of charges based on labor and equipment used. Below is a summary of potential charges - not all charges are applicable to every cleanup.

Administrative fee (mandatory) $25.00
Lead Solid Waste Service Worker (mandatory) $23.00/hour
Equipment Operator $20.00/hour/person
General Service Work $14.00/hour/person
Bobcat $19.00/hour each

COMMUNITY AND STAKEHOLDER OUTREACH:

City of El Paso Code Enforcement posts notices and sends letters to property owners prior to involvement of ESD.

PRIOR COUNCIL ACTION:

Routine item - similar items brought regularly for different addresses.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Jesus Yamaguchi Digitally signed by Jesus Yamaguchi Date: 2025.07.07 14:05:53 -06'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ATTACHMENT A

SOLID WASTE LIENS

August 5, 2025

Address	Owner of Record	Amount	District
709 FRONTERA RD	REYNOLDS WILLIAM J (LE) & 7	$516.00	1
823 SUNSET RD	JONES MATT W	$344.00	1
217 GRAPHITE DR	MEDINA FRANCISCA & ARTURO L & 1	$353.00	1
330 BELVA WAY	KRIEGER CHARLES R	$455.50	1
PID #S048-999-0020-2100	PUENTES FERNANDO	$459.00	1
PID #X091-999-000B-7300	GARCIA SOLEDAD	$1,381.00	1
PID #X266-999-S00A-0960	PRIME DESERT PROPERTIES LLC	$419.00	1
515 N GRAMA ST	NEWMAN RUBY A (LE) & LUNA RAY R	$399.00	2
1412 N COPIA ST	MERCADO LUCIANO LOPEZ SYLVIA	$344.00	2
145 TOBIN PL	GALVAN TOMAS & INOCENCIA V	$432.00	2
PID #C232-999-0060-7000	UNITED STATES OF AMERICA (TR)	$671.00	2
PID #C232-999-0060-7900	HACKETT PROPERTIES LLC & EST OF A B ROLAND	$780.00	2
145 S GLENWOOD ST	RAMIREZ JOSE A	$478.50	2
3628 WICKHAM AVE	CHAVEZ FERNANDO	$626.00	2
4301 LEEDS AVE	SANCHEZ FRANCISCO	$657.00	2
4948 RILEY CT	LOPEZ PATRICIA	$771.50	2
4948 RILEY CT	LOPEZ PATRICIA	$923.00	2
5216 ADOLPHUS AVE	PUERTA DEL SOL PROPERTIES LLC	$382.00	2
7129 DATE TREE LN	TOLDT ARNOLD	$383.00	3
7941 SANTA MARIA CT	SHANAHAN SUSANA & SOTO REBECCA & 4	$346.00	3
404 ALEXANDER PL	BURRUS ANNETTE	$369.00	3
404 ALEXANDER PL	BURRUS ANNETTE	$481.00	3
512 EMERSON ST	HOLGUIN ARMANDO	$744.00	3
1612 HUNTER DR	FLORES MARGARITA	$441.00	3
1705 CHELSEA ST	LEE ALBERT F LEE ROBERT H	$400.50	3
6601 MALACHITE CT	MERIKLE BERNADETTE L	$429.50	4
10033 FOOTHILL DR	WARD CHRISTA E	$359.50	4
10257 RUSHING RD	TORRES MANUEL G & ELVIRA M	$862.00	4
10540 KENDALL ST	ESCOBEDO CARLOS & MADERA ROSA	$1,021.00	4
10508 HERMES DR	GALLARDO SALVADOR JR & ELIZABETH H	$903.50	4
10692 BLUE SAGE CIR	GARCIA ROY A	$392.50	4
10711 CORAL SANDS DR	ADAMS MARY L	$415.50	4

10724 CHERT ST	CRAWFORD ALICIA	$388.00	4
10726 CHERT ST	CROSS JOANN P	$388.00	4
PID #S820-999-0010-1000	SUN VALLEY RANCH HOMEOWNERS ASSOCIATION INC	$367.50	4
3420 TIERRA CROMO RD	DRIGGERS FAMILY TRUST FBO TERESA L BOLT	$349.00	5
14732 TIERRA MIRAGE AVE	BRACK NICHOLAS G & YRUEGAS ALLIYAH M	$338.00	5
PID #V893-999-4510-0150	EL PASO B & N ZARAGOSA/ROBERT HOE DR LLP	$1,132.00	6
11780 JENNIFER DR	RAMIREZ ESTHER	$344.00	6
11320 EDGEMERE BLVD	REGIL ANGEL A	$387.00	6
11356 DAMASCO DR	CASTRO RAYMOND	$601.50	6
11600 PELLICANO DR	BROOMFIELD KENNETH	$344.00	6
2616 ANISE DR	HOLGUIN DOLORES M	$325.00	6
PID #X310-999-0000-1860	DRAGON PATRICIA D	$330.00	6
8383 BLACK DR	GONZALEZ GUADALUPE & GICELA	$363.00	7
8165 LOMA TERRACE RD	DOMINGUEZ MARIA D C	$363.00	7
9764 NAOMI DR	CORREA EVELYN	$363.00	7
10067 FENWAY DR	ORDAZ FRANCISCO & MARIA T	$355.00	7
1689 BILLIE MARIE DR	DESAUTELS BRADEN & TRACY G	$716.00	7
1036 MACADAMIA CIR	WILSON GERALDINE K & EMMA	$344.00	7
1301 VISTA DE ORO DR	GALLEGOS RAUL	$325.00	7
353 MC CUNE RD	GRANADOS GABRIEL	$602.00	7
8210 CARPENTER DR	SECOND EL PASO VENTURE LLC	$806.00	7
204 HENDERSON PL	FERNANDEZ LUZ D	$344.00	7
PID #P192-999-0070-0460	PACHECO IBARRA PROPERTIES LLC	$360.00	7
1809 POR FIN LN	ARCHULETA ENTERPRISES INC	$325.00	7
6400 FIESTA DR	MUNOZ IVONNE DR	$442.00	8
6833 GRANERO DR	GARCIA AUGUSTIN & SALOME	$330.00	8
224 THREE RIVERS DR	SUNRISE RESIDENTIAL LLC	$341.00	8
237 MOONGLOW DR	CANTU SUSANA & TERESA R	$344.00	8
7028 ALTO REY AVE	VELARDE TERRI	$335.00	8
3011 E SAN ANTONIO AVE	AVELAR ROSALIO	$609.00	8

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, REYNOLDS WILLIAM J (LE) & 7, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 709 Frontera Rd, more particularly described as Lot 8, Block 8, Colonia Escondida Replat Subdivision, City of El Paso, El Paso County, Texas, PID #C733-999-0080-1500

to be $516.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTEEN AND 00/100 DOLLARS ($516.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, JONES MATT W, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 823 Sunset Rd, more particularly described as, COUNTRY CLUB PLACE SOUTHSIDE TR 28 (1.00AC), City of El Paso, El Paso County, Texas, PID #C875-999-0010-3100

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MEDINA FRANCISCA & ARTURO L & 1, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 217 Graphite Dr, more particularly described as Lot 5 (6240 Sq Ft), Block 5, Town & Country Village Subdivision, City of El Paso, El Paso County, Texas, PID #T645-999-0050-0900

to be $353.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY THREE AND 00/100 DOLLARS ($353.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, KRIEGER CHARLES R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 330 Belva Way, more particularly described as Lot 1 & W 1/2 of 2 (25726 Sq Ft), Block 3, La Sierra Vista Subdivision, City of El Paso, El Paso County, Texas, PID #L071-999-0030-0100

to be $455.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY FIVE AND 50/100 DOLLARS ($455.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PUENTES FERNANDO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> Lot 7, Block 2, Salas Subdivision, City of El Paso, El Paso County, Texas, PID #S048-999-0020-2100

to be $459.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY NINE AND 00/100 DOLLARS ($459.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA SOLEDAD, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> GEORGE L WILSON SUR 91 ABST 2716 TR 27 (0.502 AC), City of El Paso, El Paso County, Texas, PID #X091-999-000B-7300

to be $1381.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND THREE HUNDRED EIGHTY ONE AND 00/100 DOLLARS ($1381.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PRIME DESERT PROPERTIES LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

SA & M G RR SURV 266 ABST 8716 TR 3-A-2 (2.9783 AC),
City of El Paso, El Paso County, Texas, PID #X266-999-
S00A-0960

to be $419.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETEEN AND 00/100 DOLLARS ($419.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NEWMAN RUBY A (LE) & LUNA RAY R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 515 N Grama St, more particularly described as Lots 17 & 18 (7000 Sq Ft), Block 59, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0590-6100

to be $399.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY NINE AND 00/100 DOLLARS ($399.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MERCADO LUCIANO LOPEZ SYLVIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1412 N Copia St, more particularly described as 40 Ft of 31 & 32 & S 40 Ft of W 20 Ft of 30 (2800 Sq Ft), Block 129, East El Paso S Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-1290-8600

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GALVAN TOMAS & INOCENCIA V, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 145 Tobin Pl, more particularly described as Lots 52 & 53, Block 2,
> Tobins Second Subdivision, City of El Paso, El Paso County, Texas,
> PID #T582-999-0020-8900

to be $432.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY TWO AND 00/100 DOLLARS ($432.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, UNITED STATES OF AMERICA (TR), referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 6, CASTNER RANGE W PT OF 8 (6.728 AC) BEG 202.40 TR-E OF W COR, City of El Paso, El Paso County, Texas, PID #C232-999-0060-7000

to be $671.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED SEVENTY ONE AND 00/100 DOLLARS ($671.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HACKETT PROPERTIES LLC & EST OF A B ROLAND, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 6, CASTNER RANGE E PT OF 8 (16.6531 AC), City of El Paso,
> El Paso County, Texas, PID #C232-999-0060-7900

to be $780.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED EIGHTY AND 00/100 DOLLARS ($780.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RAMIREZ JOSE A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 145 S Glenwood St, more particularly described as Lot 50 Ft of 6 & N 30 Ft of 7, Block 5, Alameda Acres S Subdivision, City of El Paso, El Paso County, Texas, PID #A438-999-0050-1200

to be $478.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SEVENTY EIGHT AND 50/100 DOLLARS ($478.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CHAVEZ FERNANDO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 3628 Wickham Ave, more particularly described as Lots 31 & 32 (10800 Sq Ft), Block 74-D, Logan Heights Subdivision, City of El Paso, El Paso County, Texas, PID #L447-999-074D-9200

to be $626.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED TWENTY SIX AND 00/100 DOLLARS ($626.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANCHEZ FRANCISCO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 4301 Leeds Ave, more particularly described as Lots 15 & 16, Block 12, Mesa Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M329-999-0120-4300

to be $657.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED FIFTY SEVEN AND 00/100 DOLLARS ($657.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOPEZ PATRICIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 4948 Riley Ct, more particularly described as Lot 2036 (7605 Sq Ft), Block 79, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0790-9600

to be $771.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED SEVENTY ONE AND 50/100 DOLLARS ($771.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOPEZ PATRICIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 4948 Riley Ct, more particularly described as Lot 2036 (7605 Sq Ft), Block 79, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-000-0790-9600

to be $923.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount NINE HUNDRED TWENTY THREE AND 00/100 DOLLARS ($923.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PUERTA DEL SOL PROPERTIES LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 5216 Adolphus Ave, more particularly described as Lot 8 to 10 (56671.56 SqFt), Block 1, Hilton Place Subdivision, City of El Paso, El Paso County, Texas, PID #H666-999-0010-6400

to be $382.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY TWO AND 00/100 DOLLARS ($382.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TOLDT ARNOLD, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 7129 Date Tree Ln., more particularly described as Lot 16 (8700.61 Sq Ft), Block 10, Hidden Valley Subdivision, City of El Paso, El Paso County, Texas, PID #H413-999-0100-3100

to be $383.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY THREE AND 00/100 DOLLARS ($383.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SHANAHAN SUSANA & SOTO REBECCA & 4, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 7941 Santa Maria Ct., more particularly described as Lot 1, Block 14, Sageland Replat Subdivision, City of El Paso, El Paso County, Texas, PID #S029-999-0140-0100

to be $346.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 00/100 DOLLARS ($346.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BURRUS ANNETTE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 404 Alexander Pl, more particularly described as Lot 15 (Exc Wly Tria) (Homesite) (15399.14 Sq Ft), Richland Gardens Subdivision, City of El Paso, El Paso County, Texas, PID #R433-999-0010-2200

to be $369.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY NINE AND 00/100 DOLLARS ($369.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BURRUS ANNETTE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 404 Alexander Pl, more particularly described as RICHLAND GARDENS 15 (EXC WLY TRIA) (HOMESITE) (15399.14 SQ FT), City of El Paso, El Paso County, Texas, PID #R433-999-0010-2200

to be $481.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY ONE AND 00/100 DOLLARS ($481.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HOLGUIN ARMANDO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 512 Emerson St, more particularly described as Lot 16 (Exc W 10.01 Ft) (18023.94 Sq Ft), Block 3, Linda Vista Gardens Subdivision, City of El Paso, El Paso County, Texas, PID #L362-999-0030-6100

to be $744.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED FORTY FOUR AND 00/100 DOLLARS ($744.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FLORES MARGARITA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1612 Hunter Dr, more particularly described as Lot 6 (7000 Sq Ft), Block 33, Ranchland Hills #5 Subdivision, City of El Paso, El Paso County, Texas, PID #R221-999-0330-3600

to be $441.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY ONE AND 00/100 DOLLARS ($441.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LEE ALBERT F LEE ROBERT H, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1705 Chelsea St, more particularly described as Lots 7 & 8 (59.73 Ft on Chelsea (7201 Sq Ft), Block 8, Terry Allen Pt of Subdivision, City of El Paso, El Paso County, Texas, PID #T188-999-0080-2200

to be $400.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED AND 50/100 DOLLARS ($400.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MERIKLE BERNADETTE L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 6601 Malachite Ct., more particularly described as Lot 66 (6204.01 Sq Ft), Block 1, Desert Aire Park Subdivision, City of El Paso, El Paso County, Texas, PID #D415-999-0010-6600

to be $429.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY NINE AND 50/100 DOLLARS ($429.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WARD CHRISTA E, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 10033 Foothill Dr, more particularly described as Lot 10 (7677 Sq Ft), Block 5, Mystic Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M996-999-0050-1900

to be $359.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY NINE AND 50/100 DOLLARS ($359.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TORRES MANUEL G & ELVIRA M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 10257 Rushing Rd, more particularly described as Lot 3, Block 28,
> Sun Valley #3 Subdivision, City of El Paso, El Paso County, Texas,
> PID #S816-999-0280-1900

to be $862.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED SIXTY TWO AND 00/100 DOLLARS ($862.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESCOBEDO CARLOS & MADERA ROSA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 10540 Kendall St, more particularly described as Lot 11, Block 11, Temple Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #T116-999-0110-2100

to be $1021.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND TWENTY ONE AND 00/100 DOLLARS ($1021.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GALLARDO SALVADOR JR & ELIZABETH H, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 10508 Hermes Dr, more particularly described as Lot 17 (7899 Sq Ft), Block 29, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0290-3300

to be $903.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount NINE HUNDRED THREE AND 50/100 DOLLARS ($903.50) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA ROY A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 10692 Blue Sage Cir, more particularly described as Lot 17 (5023.00 Sq Ft), Block 8, Summerlin Subdivision, City of El Paso, El Paso County, Texas, PID #S782-999-0080-1700

to be $392.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY TWO AND 50/100 DOLLARS ($392.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ADAMS MARY L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 10711 Coral Sands Dr, more particularly described as Lot 22 (6254.77 Sq Ft), Block 16, Pleasant Hills #7 Subdivision, City of El Paso, El Paso County, Texas, PID #P863-999-0160-4310

to be $415.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTEEN AND 50/100 DOLLARS ($415.50) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CRAWFORD ALICIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 10724 Chert St, more particularly described as Lot SLY 30 FT OF 17, Block 12, SHEARMAN SUBDIVISION #3, City of El Paso, El Paso County, Texas, PID #S363-999-0120-3300

to be $388.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY EIGHT AND 00/100 DOLLARS ($388.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CROSS JOANN P, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 10726 Chert St, more particularly described as Lot NLY 30 FT OF 17 EXC TRIA IN NEC & TRIA IN SWC OF 16, Block 12, SHERMAN #3 SUBDIVISION, City of El Paso, El Paso County, Texas, PID #S363-999-0120-3400

to be $388.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY EIGHT AND 00/100 DOLLARS ($388.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SUN VALLEY RANCH HOMEOWNERS ASSOCIATION INC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> Lot 10 (31367.00 Sq Ft), Block 1, Sun Valley Ranch Subdivision,
> City of El Paso, El Paso County, Texas, PID #S820-999-0010-1000

to be $367.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY SEVEN AND 50/100 DOLLARS ($367.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DRIGGERS FAMILY TRUST FBO TERESA L BOLT, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 3420 Tierra Cromo Rd., more particularly described as Lot 6 (4882.50 Sq Ft), Block 49, Tierra Del Este #8 Subdivision, City of El Paso, El Paso County, Texas, PID #T28799904900600

to be $349.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY NINE AND 00/100 DOLLARS ($349.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BRACK NICHOLAS G & YRUEGAS ALLIYAH M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 14732 Tierra Mirage Ave, more particularly described as Lot 23, Block 519, Tierra Del Este #81B Subdivision, City of El Paso, El Paso County, Texas, PID #T287-999-5190-2300

to be $338.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY EIGHT AND 00/100 DOLLARS ($338.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, EL PASO B & N ZARAGOSA/ROBERT HOE DR LLP, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> Lot(s) Nly Pt of 1 (424.46 Ft On Nly-370.20 Ft On Ely-427.71 Ft On Sly-405.00 Ft On Wly) (177061.80 Sq Ft), Block 451, Vista Del Sol Subdivision #103, City of El Paso, El Paso County, Texas, PID #V893-999-4510-0150

to be $1132.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND ONE HUNDRED THIRTY TWO AND 00/100 DOLLARS ($1132.00) to be a lien on the above described property, said amount being due and

payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RAMIREZ ESTHER, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 11780 Jennifer Dr, more particularly described as Lot 3 (5922.84 Sq Ft), Block 357, Vista Del Sol #78 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-3570-0300

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of December, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, REGIL ANGEL A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 11320 Edgemere Blvd, more particularly described as Sly Pt of 9 & 10 (Exc W 30 Ft & Sw Pt) (5.00 Ac), Block 5, Hueco View Acres Subdivision, City of El Paso, El Paso County, Texas, PID #H817-999-0050-2900

to be $387.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY SEVEN AND 00/100 DOLLARS ($387.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CASTRO RAYMOND, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 11356 Damasco Dr, more particularly described as Lot 10 (6159.71 Sq Ft), Block 5, Esper Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #E933-999-0050-1000

to be $601.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED ONE AND 50/100 DOLLARS ($601.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BROOMFIELD KENNETH, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 11600 Pellicano Dr, more particularly described as Nwly Pt of 1 (90.64 Ft on Nly-200.20 Ft on Ely-30.04 Ft on Sly-187.46 Ft on Wly) (13528.46 Sq Ft), Block 354, Vista Del Sol #79 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-3540-0220

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director

Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HOLGUIN DOLORES M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 2616 Anise Dr, more particularly described as Lot 12, Block 36,
> East Glen Subdivision, City of El Paso, El Paso County, Texas,
> PID #E054-999-0360-2300

to be $325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS ($325.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DRAGON PATRICIA D, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> O A DANIELSON SUR 310 ABST 10026 TR 22 (0.862 AC), City of El Paso, El Paso County, Texas, PID #X310-999-0000-1860

to be $330.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY AND 00/100 DOLLARS ($330.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GONZALEZ GUADALUPE & GICELA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 8383 Black Dr., more particularly described as W 55 Ft Of E 155 Ft Of S 85 Ft Of 23 & W 55 Ft Of 24 (5489 Sq Ft), Lomaland Subdivision, City of El Paso, El Paso County, Texas, PID #L600-999-0010-5700

to be $363.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of December, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY THREE AND 00/100 DOLLARS ($363.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DOMINGUEZ MARIA D C, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 8165 Loma Terrace Rd., more particularly described as Tr 449 (6550 Sq Ft), Loma Terrace#5-A Subdivision, City of El Paso, El Paso County, Texas, PID #L547-999-001E-0300

to be $363.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of December, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY THREE AND 00/100 DOLLARS ($363.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CORREA EVELYN, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 9764 Naomi Dr, more particularly described as Lot 8, Block 13, Vista Del Prado #3 Subdivision, City of El Paso, El Paso County, Texas, PID #V887-999-00130-1500

to be $363.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY THREE AND 00/100 DOLLARS ($363.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ORDAZ FRANCISCO & MARIA T, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 10067 Fenway Dr, more particularly described as Lot 10 (12672.18 Sq Ft), Block G, Eastridge Subdivision, City of El Paso, El Paso County, Texas, PID #E073-999-000G-4600

to be $355.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of December, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY FIVE AND 00/100 DOLLARS ($355.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DESAUTELS BRADEN & TRACY G, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1689 Billie Marie Dr, more particularly described as Lot 3 (7660.79 Sq Ft), Block 223, Vista Del Sol #42 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-2230-0500

to be $716.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED SIXTEEN AND 00/100 DOLLARS ($716.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WILSON GERALDINE K & EMMA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1036 Macadamia Cir, more particularly described as Lot 16, Block 13, Pecan Grove #2 Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #P656-999-0130-1600

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GALLEGOS RAUL, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1301 Vista De Oro Dr, more particularly described as Lot 14 (10247 Sq Ft), Block 10, Vista Del Sol #3 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-0100-2700

to be $325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS ($325.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GRANADOS GABRIEL, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 353 Mc Cune Rd, more particularly described as Lot 29 (0.462 Ac), Block 2, North Loop Gardens #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N446-999-0020-6300

to be $602.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED TWO AND 00/100 DOLLARS ($602.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SECOND EL PASO VENTURE LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 8210 Carpenter Dr, more particularly described as Lot 7-B (0.2900 AC & TR 6-A-1 (5.1154 AC) (5.4054 AC), Block 33, Ysleta Tr Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-0330-0702

to be $806.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED SIX AND 00/100 DOLLARS ($806.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FERNANDEZ LUZ D, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 204 Henderson Pl, more particularly described as Lot 28, Block 2, Rosa Linda Subdivision, City of El Paso, El Paso County, Texas, PID #R705-999-0020-5500

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PACHECO IBARRA PROPERTIES LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 7 PAN AMERICAN CENTER FOR INDUST NELY PT OF 4 (865.04 FT ON ST - 367.74 FT ON SLY-IRREG ON WLY - IRREG ON NLY) (7.6400 AC), City of El Paso, El Paso County, Texas, PID #P192-999-0070-0460

to be $360.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY AND 00/100 DOLLARS ($360.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ARCHULETA ENTERPRISES INC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1809 Por Fin Ln, more particularly described as Lot 1, Block 1, Scheinfeld Estate Subdivision, City of El Paso, El Paso County, Texas, PID #S210-999-0010-0100

to be $325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS ($325.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MUNOZ IVONNE D, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 6400 Fiesta Dr., more particularly described as Lot 375 (9566.27 Sq Ft), Block 26, Coronado Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #C818-999-0260-2400

to be $442.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of August, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY TWO AND 00/100 DOLLARS ($442.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA AUGUSTIN & SALOME, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 6833 Granero Dr., more particularly described as Lot 34 (10192.20 Sq Ft), Block 13-A, Chaparral Park #12 Subdivision, City of El Paso, El Paso County, Texas, PID #C340-999-013A-6700

to be $330.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY AND 00/100 DOLLARS ($330.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SUNRISE RESIDENTIAL LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 224 Three Rivers Dr, more particularly described as Lot 11 (9259 Sq Ft), Block 14, Coronado Terrace Replat Subdivision, City of El Paso, El Paso County, Texas, PID #C840-999-0140-2700

to be $341.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY ONE AND 00/100 DOLLARS ($341.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CANTU SUSANA & TERESA R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 237 Moonglow Dr, more particularly described as Lot 1, Block 12, Lomas Del Rey Replat Subdivision, City of El Paso, El Paso County, Texas, PID #L624-999-0120-0100

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VELARDE TERRI, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 7028 Alto Rey Ave, more particularly described as Lot 4 & W 3 Ft of 3, Block 14, Coronado Terrace Replat Subdivision, City of El Paso, El Paso County, Texas, PID #C840-999-0140-1300

to be $335.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY FIVE AND 00/100 DOLLARS ($335.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AVELAR ROSALIO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 3011 E San Antonio Ave, more particularly described as B MOELLER
> LOT 7, Subdivision, City of El Paso, El Paso County, Texas,
> PID #M627-999-0010-3300

to be $609.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of September, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED NINE AND 00/100 DOLLARS ($609.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

ATTACHMENT A

SOLID WASTE LIENS

August 5, 2025

Address	Owner of Record	Amount	District
709 FRONTERA RD	REYNOLDS WILLIAM J (LE) & 7	$516.00	1
823 SUNSET RD	JONES MATT W	$344.00	1
217 GRAPHITE DR	MEDINA FRANCISCA & ARTURO L & 1	$353.00	1
330 BELVA WAY	KRIEGER CHARLES R	$455.50	1
PID #S048-999-0020-2100	PUENTES FERNANDO	$459.00	1
PID #X091-999-000B-7300	GARCIA SOLEDAD	$1,381.00	1
PID #X266-999-S00A-0960	PRIME DESERT PROPERTIES LLC	$419.00	1
515 N GRAMA ST	NEWMAN RUBY A (LE) & LUNA RAY R	$399.00	2
1412 N COPIA ST	MERCADO LUCIANO LOPEZ SYLVIA	$344.00	2
145 TOBIN PL	GALVAN TOMAS & INOCENCIA V	$432.00	2
PID #C232-999-0060-7000	UNITED STATES OF AMERICA (TR)	$671.00	2
PID #C232-999-0060-7900	HACKETT PROPERTIES LLC & EST OF A B ROLAND	$780.00	2
145 S GLENWOOD ST	RAMIREZ JOSE A	$478.50	2
3628 WICKHAM AVE	CHAVEZ FERNANDO	$626.00	2
4301 LEEDS AVE	SANCHEZ FRANCISCO	$657.00	2
4948 RILEY CT	LOPEZ PATRICIA	$771.50	2
4948 RILEY CT	LOPEZ PATRICIA	$923.00	2
5216 ADOLPHUS AVE	PUERTA DEL SOL PROPERTIES LLC	$382.00	2
7129 DATE TREE LN	TOLDT ARNOLD	$383.00	3
7941 SANTA MARIA CT	SHANAHAN SUSANA & SOTO REBECCA & 4	$346.00	3
404 ALEXANDER PL	BURRUS ANNETTE	$369.00	3
404 ALEXANDER PL	BURRUS ANNETTE	$481.00	3
512 EMERSON ST	HOLGUIN ARMANDO	$744.00	3
1612 HUNTER DR	FLORES MARGARITA	$441.00	3
1705 CHELSEA ST	LEE ALBERT F LEE ROBERT H	$400.50	3
6601 MALACHITE CT	MERIKLE BERNADETTE L	$429.50	4
10033 FOOTHILL DR	WARD CHRISTA E	$359.50	4
10257 RUSHING RD	TORRES MANUEL G & ELVIRA M	$862.00	4
10540 KENDALL ST	ESCOBEDO CARLOS & MADERA ROSA	$1,021.00	4
10508 HERMES DR	GALLARDO SALVADOR JR & ELIZABETH H	$903.50	4
10692 BLUE SAGE CIR	GARCIA ROY A	$392.50	4
10711 CORAL SANDS DR	ADAMS MARY L	$415.50	4

10724 CHERT ST	CRAWFORD ALICIA	$388.00	4
10726 CHERT ST	CROSS JOANN P	$388.00	4
PID #S820-999-0010-1000	SUN VALLEY RANCH HOMEOWNERS ASSOCIATION INC	$367.50	4
3420 TIERRA CROMO RD	DRIGGERS FAMILY TRUST FBO TERESA L BOLT	$349.00	5
14732 TIERRA MIRAGE AVE	BRACK NICHOLAS G & YRUEGAS ALLIYAH M	$338.00	5
PID #V893-999-4510-0150	EL PASO B & N ZARAGOSA/ROBERT HOE DR LLP	$1,132.00	6
11780 JENNIFER DR	RAMIREZ ESTHER	$344.00	6
11320 EDGEMERE BLVD	REGIL ANGEL A	$387.00	6
11356 DAMASCO DR	CASTRO RAYMOND	$601.50	6
11600 PELLICANO DR	BROOMFIELD KENNETH	$344.00	6
2616 ANISE DR	HOLGUIN DOLORES M	$325.00	6
PID #X310-999-0000-1860	DRAGON PATRICIA D	$330.00	6
8383 BLACK DR	GONZALEZ GUADALUPE & GICELA	$363.00	7
8165 LOMA TERRACE RD	DOMINGUEZ MARIA D C	$363.00	7
9764 NAOMI DR	CORREA EVELYN	$363.00	7
10067 FENWAY DR	ORDAZ FRANCISCO & MARIA T	$355.00	7
1689 BILLIE MARIE DR	DESAUTELS BRADEN & TRACY G	$716.00	7
1036 MACADAMIA CIR	WILSON GERALDINE K & EMMA	$344.00	7
1301 VISTA DE ORO DR	GALLEGOS RAUL	$325.00	7
353 MC CUNE RD	GRANADOS GABRIEL	$602.00	7
8210 CARPENTER DR	SECOND EL PASO VENTURE LLC	$806.00	7
204 HENDERSON PL	FERNANDEZ LUZ D	$344.00	7
PID #P192-999-0070-0460	PACHECO IBARRA PROPERTIES LLC	$360.00	7
1809 POR FIN LN	ARCHULETA ENTERPRISES INC	$325.00	7
6400 FIESTA DR	MUNOZ IVONNE DR	$442.00	8
6833 GRANERO DR	GARCIA AUGUSTIN & SALOME	$330.00	8
224 THREE RIVERS DR	SUNRISE RESIDENTIAL LLC	$341.00	8
237 MOONGLOW DR	CANTU SUSANA & TERESA R	$344.00	8
7028 ALTO REY AVE	VELARDE TERRI	$335.00	8
3011 E SAN ANTONIO AVE	AVELAR ROSALIO	$609.00	8

File #: 25-914, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Extraterritorial Jurisdiction
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution of the City of El Paso, Texas consenting to the addition of road powers for El Paso County Municipal Utility District No. 3 of El Paso County.

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/5/25

CONTACT PERSON NAME: Philip Etiwe **PHONE NUMBER:** 915-212-1553

2nd CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 915-212-1566

DISTRICT(S) AFFECTED: Extraterritorial Jurisdiction (ETJ)

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL:

3.1 - Improve the Visual Impression of the Community

SUBJECT:

A Resolution of the City of El Paso, Texas consenting to the addition of road powers for El Paso County Municipal Utility District No. 3 of El Paso County.

BACKGROUND / DISCUSSION:

El Paso County Municipal Utility District #3 (MUD 3), located outside of the city limits in the City of El Paso's eastside extraterritorial jurisdiction, was created in 2008. MUD 3 currently has authority to finance the construction and maintenance of water, wastewater, and drainage infrastructure within their boundaries. This request is for the City of El Paso consent to allow MUD 3 to petition TCEQ to finance the construction and maintenance of roadways within the boundaries in accordance with Texas Water Code Chapters 49 and 54.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

A RESOLUTION OF THE CITY OF EL PASO, TEXAS CONSENTING TO THE ADDITION OF ROAD POWERS FOR EL PASO COUNTY MUNICIPAL UTILITY DISTRICT NO. 3 OF EL PASO COUNTY

WHEREAS, El Paso County Municipal Utility District No. 3 (the "*District*") is a municipal utility district created and operated pursuant to Chapters 49 and 54 of the Texas Water Code, as amended;

WHEREAS, the District is located within the extraterritorial jurisdiction of the City of El Paso the ("*City*") ") and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference;

WHEREAS, Section 54.234 of the Texas Water Code authorizes any district to petition the Texas Commission on Environmental Quality ("*TCEQ*") to acquire the power under the authority of Article III, Section 52, Texas Constitution, to design, acquire, construct, finance, issue bonds for, operate, maintain, and convey to the State of Texas, a county, or a municipality for operation and maintenance, a road or any improvement in aid of the road ("*Road Powers*");

WHEREAS, 30 Texas Administrative Code §293.202(a)(4) requires that an application of a district to TCEQ for the addition of Road Powers include evidence that the municipality in whose extraterritorial jurisdiction that any part of the district is located has consented the district having Road Powers; and

WHEREAS, the District has petitioned the City for its consent to the addition of Road Powers;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

The City hereby consents to the addition of road powers for El Paso County Municipal Utility District No. 3.

PASSED AND APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
_____
Russel T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F. Etiwe, Director
Planning and Inspections Department

HQ25-5284|Trans#614518|P&I
100523 City Consent Road Pwrs EPMUD3
RTA

EXHIBIT A

STATE OF TEXAS COUNTY OF EL PASO	M.U.D. 3 DISTRICT	22.635 ACRES, 121.095 ACRES AND 92.192 ACRES OF LAND SITUATED IN SECTION 19, BLOCK 6, TOWNSHIP 2, PUBLIC SCHOOL LAND AND SECTION 25, BLOCK 79, TOWNSHIP 2, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS IN EL PASO COUNTY, TEXAS

EXHIBIT "A"

DESCRIPTION

DESCRIPTION OF A 22.635 ACRE TRACT, HEREIN CALLED PART 1, 121.095 ACRE TRACT, HEREIN CALLED PART 2 AND A 92.192 ACRE TRACT, HEREIN CALLED PART 3, SITUATED IN SECTION 19, BLOCK 6, TOWNSHIP 2, PUBLIC SCHOOL LAND AND SECTION 25, BLOCK 79, TOWNSHIP 2, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS IN EL PASO COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 121.08 ACRE TRACT OF LAND DESCRIBED AS PARCEL NORTH OF U.S. HIGHWAY 62-180 AND 23.70 ACRE TRACT OF LAND DESCRIBED AS PARCEL SOUTH OF U.S. HIGHWAY 62-180 CONVEYED IN A SPECIAL WARRANTY DEED FROM CRAWFORD S. KERR, JR., TO CSM REALTY HOLDINGS II, LTD., OF RECORD IN VOLUME 4655, PAGE 1499 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN 550.420 ACRE TRACT OF LAND AS CONVEYED IN A SPECIAL WARRANTY DEED FROM CRAWFORD S. KERR, JR., TO CSM REALTY HOLDINGS II, LTD., OF RECORD IN VOLUME 4867, PAGE 0223 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, SAID 22.635 ACRE PART 1, 121.095 ACRE PART 2 AND 92.192 ACRE PART 3 BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1

BEGINNING at a 1/2 inch iron rod with yellow cap found at the approximate west line of Section 6, Block 78, Township 2, Texas & Pacific Railway Company surveys, the approximate east line of said Section 25, Block 79, being also the northwest corner of that certain 0.824 acre tract of land conveyed by Deed of Trust to Fuel Depot, LLC of record in Document Number 20070056840 of the Official Public Records of El Paso County, Texas, being also in the south line of U.S. Highway 62-180 (aka Montana Ave) a 150 foot right-of-way, being also the northeast corner of said 23.70 acre south tract and being the northeast corner of the herein described tract;

THENCE S02°28'01"W, with the west line of said Section 6, the east line of said Section 25, the west line of said 0.824 acre tract, the east line of said 23.70 acre tract and the east line of the herein described tract, for a distance of 201.72 feet to a 1/2 inch rod found for the southwest corner of said 0.824 acre tract and being the most westerly northwest corner of that certain 9.99 Acre Tract A-1 as conveyed by Warranty Deed to Jasper Dean Hutchison and wife Mary Ann Hutchison of record in Volume 301, Page 1292 of the Official Records of El Paso County, Texas.

THENCE S04°34'57"W, departing the west line of said Section 6 and over and across the east line of said Section 25 and said 23.70 acre tract for a distance of 677.13 feet to a point, from which the southeast corner of said Section 25, the southwest corner of said Section 6, the northwest corner of Section 7, Block 78, Township 2, Texas & Pacific Railway Company surveys and the northeast corner of Section 36, Block 79, Township 2, Texas & Pacific Railway Company surveys, the northeast corner of Hill Crest Estates a subdivision of record in Volume 10, Page 14 of the Plat Records of El Paso County, Texas, the northwest corner of that certain 656.787 Acre tract of land as conveyed by Warranty Deed to Vista Del Este Joint Venture of record in Volume 1562, Page 306 of the Official Records of El Paso County, Texas, bears S 86°58'48"E a distance of 25.00 feet;

THENCE N86°58'48"W, with the north line of said Section 36, the south line of said Section 25, the north line of said Hill Crest Estates, the north line of David Drive, a 35 foot wide right-of-way as dedicated in said Hill Crest Estates and the south line of said 23.70 acre tract, for a distance of 1247.52 feet to a point, from which the southwest of said 23.70 acre tract, the southeast corner of that certain 10.00 acre tract of land as conveyed by Special Warranty Deed to Lone Starr Multitheaters, Inc., of record in Volume 2849, Page 1344 of the Official Records of El Paso County, Texas, bears N86°58'48"W a distance of 55.00 feet;

THENCE N02°28'01"E, over and across said 23.70 acre tract for a distance of 684.38 feet to a point in the south line of said U. S. Highway 62-180, from which the northeast corner of said 10.00 acre tract, the northwest corner of said 23.70 acre tract, bears S 84°19'43"W a distance of 55.00 feet;

THENCE N84°19'43"E, with the south line of said U. S. Highway 62-180 and the north line of said 23.70 acre tract for a distance of 1285.40 feet to the **POINT OF BEGINNING** and containing 22.635 acres of land.

PART 2

BEGINNING at a 1/2 inch iron rod found in the south line of Section 24, Block 79, Township 2, Texas & Pacific Railway Company surveys, the north line of Section 25, Block 79, Township 2, Texas & Pacific Railway Company surveys, being also in the south line of that certain 640 acre tract of land as conveyed by Warranty Deed to United States of America of record in Volume 1098, Page 2204 of the Official Records of El Paso County, Texas, being also the northeast corner of said 121.08 acre north tract and being the northeast corner of the herein described tract, from which a 1 inch iron rod found for the southwest corner of Section 19, Block 6, Township 2, Public School Land, the northwest corner of Section 6, Block 78, Township 2, Texas & Pacific Railway Company surveys, the northeast corner of Section 25, Block 79, Township 2, Texas & Pacific Railway Company surveys, the southeast corner of Section 24, Block 79, Township 2, Texas & Pacific Railway Company surveys, bears S86°38'10"E 45.00 feet;

THENCE S02°28'01"W, with the west line of Flager Street, a variable width right-of-way, being also the east line of said 121.08 acre tract, being also a line parallel to and 45 feet west of the east line of said Section 25 and being the east line of the herein described tract for a distance of 4015.29 to a 5/8 inch iron rod found in the north line of U.S. Highway 62-180 (aka Montana Ave) a 150 foot right-of-way, being also the west line of said Flager Street, being also the southeast corner of said 121.08 acre tract and being the southeast corner of the herein described tract;

THENCE S84°19'43"W, with the north line of said U.S. Highway 62-180, the south line of said 121.08 acre tract for a distance of 1295.50 feet to a point for the southwest corner of said 121.08 acre tract, being also the southeast corner of that certain 412.8944 acre tract of land as conveyed by Warranty Deed to Axis Gas Corporation, Inc., of record in Volume 3179, Page 2133 of the Official Records of El Paso County, Texas and being the southwest corner of the herein described tract;

THENCE N02°28'01"E, departing the north line of said U.S. Highway 62-180, with the east line of said 412.8944 acre tract, the west line of said 121.08 acre tract for a distance of 4210.92 feet to a 5/8 inch iron rod found in the south line of said Section 24, being also the north line of said Section 25, being also the south line of said 640 acre tract, being also the northeast corner of said 412.8944 acre tract, being also the northwest corner of said 121.08 acre tract and being the northwest corner of the herein described tract;

THENCE S86°59'13"E, with the south line of said 640 acre tract, the north line of said 121.08 acre tract, the north line of said Section 25, the south line of said Section 24 for a distance of 1282.51 feet to the **POINT OF BEGINNING** and containing 121.095 acres of land.

PART 3

BEGINNING at a 1 inch iron rod found for the southwest corner of Section 19, Block 6, Township 2, Public School Land, the northwest corner of Section 6, Block 78, Township 2, Texas & Pacific Railway Company surveys, the northeast corner of Section 25, Block 79, Township 2, Texas & Pacific Railway Company surveys, the southeast corner of Section 24, Block 79, Township 2, Texas & Pacific Railway Company surveys, being also the southeast corner of that certain 640 acre tract of land as conveyed by Warranty Deed to United States of America of record in Volume 1098, Page 2204 of the Official Records of El Paso County, Texas, being also the southwest corner of said 550.420 acre tract, and being the southwest corner of the herein described tract;

THENCE N02°30'24"E, with the east line of said Section 24, the west line of said Section 19, being also the east line of said 640 acre tract, the west line of said 550.420 acre tract for a distance of 2559.47 feet to a calculated point for the northwest corner of the herein described tract, being also in the north line of a 120 foot wide natural gas easement as conveyed to El Paso Gas Company of record in Volume 835, Page 116, as amended in Volume 917, Page 312, of the Official Records of El Paso County, Texas;

THENCE S47°59'51"E, departing the east line of said Section 24, the east line of said 640 acre tract, with the north line of said 120 foot gas easement and over and across said Section 19 and said 550.420 acre tract for a distance of 4066.57 feet to a calculated point in the north line of that certain 115.3 acre tract of land as conveyed by Warranty Deed to Borsberry Family Limited Partnership of record in Volume 2880, Page 417 of the Official Public Records of El Paso County, Texas, being also in the south line of said Section 19, Block 6, being also the north line of said Section 6, Block 78, being also in the south line of said 550.420 acre tract and being the southeast corner of the herein described tract;

THENCE N87°00'04"W, with the south line of said Section 19, Block 6, the north line of said Section 6, Block 78, the north line of said 115.3 acre tract, the north line of Flamigo Addition a subdivision of record in Volume 11, Page 19 of the Plat Records of El Paso County, Texas, at 481.12 feet passing a 1 inch iron pipe found for the northeast corner of said Flamigo Addition and the northwest corner of said 115.3 acre tract for a total distance of 3138.18 feet to the **POINT OF BEGINNING** and containing 92.192 acres of land.

BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM CORS DATA. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

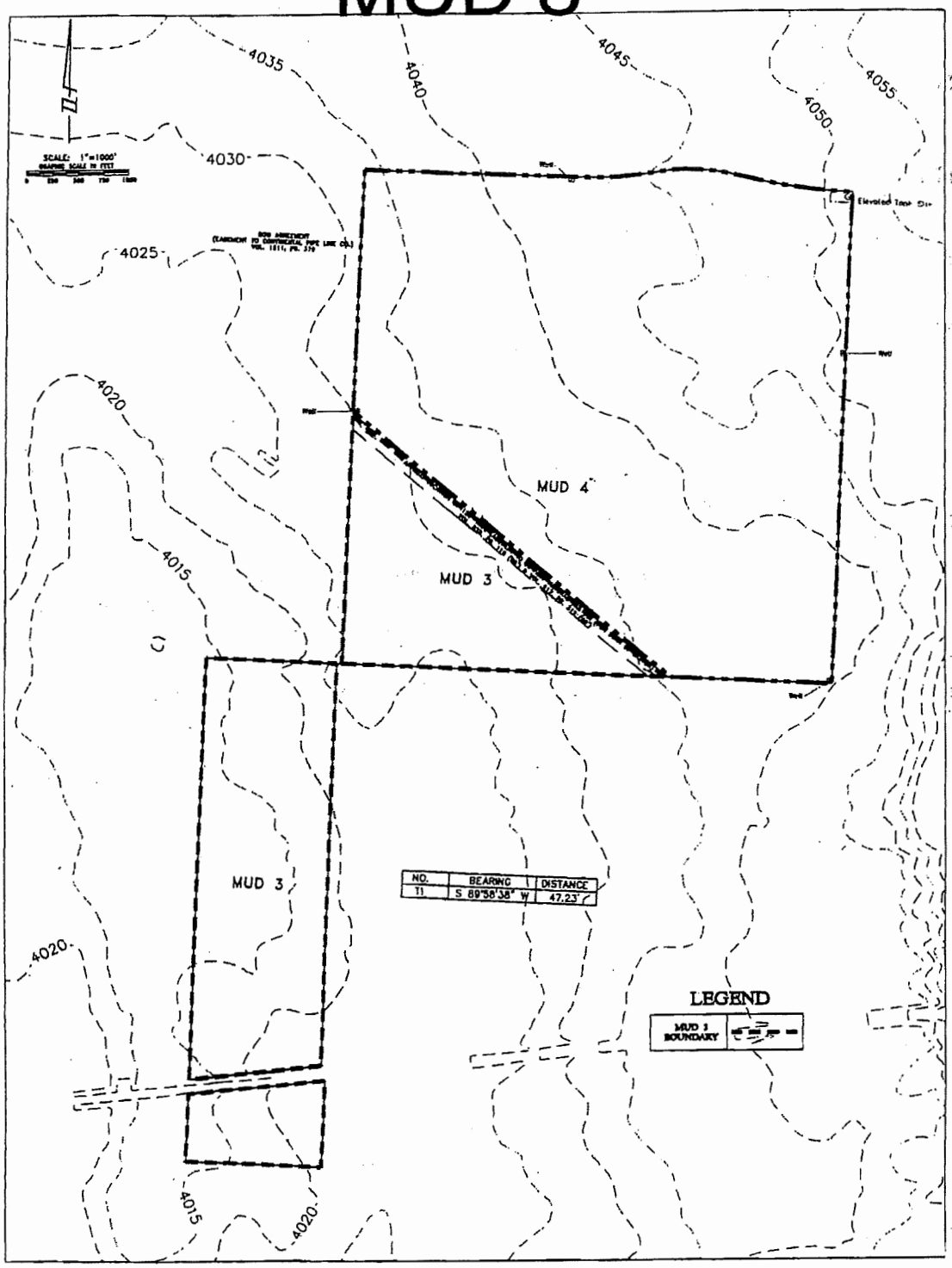
NOTE

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REPLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

REFERENCES

08-2005-MUD 3.DOC
08-2005-EL-PASO-MUD 3.DWG

EL PASO COUNTY
MUD 3



	S.F. LOTS	S.F. AREA	PROP. ROW	EXIST. ROW	PARK/ OPEN SPACE	COMM.	POND/ RET.	WELL AREA	TOTAL ACRES
MUD 3	(07	88.25	19.22	11.72	38.14	98.49	11.45	0.38	256.09

GRAY · JANSING & ASSOCIATES, INC.
Consulting Engineers
801 N. El Paso Street, Suite 100
El Paso, Texas 79902
(915)544-0093 FAX(915)525-0099
GJA NO.: 1988-0001-11

Projects\1538 Hanson\9944 Eng.Report Supporting MUD Creation\Misc\Exhibits\EPC-3-LandPlan.dwg, 5/8/2008 2:00:04 PM, \\aus-server-r01\SHARP 550

CITY OF EL PASO

Items 10 and 11

Resolutions for City Consent for "Road Powers" to MUDs 3 and 4

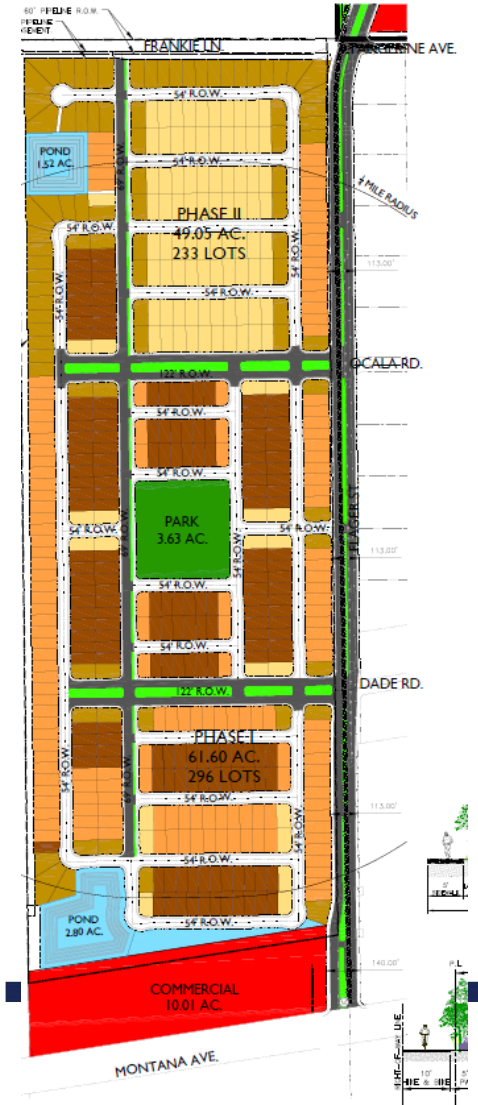
Background

- Municipal Utility Districts (MUD) created to facilitate development where municipalities or services cannot be extended
    - Finance tool
- El Paso County MUDs 3 and 4 were created in 2008
    - Located in City of El Paso's eastside extraterritorial jurisdiction (ETJ)
    - Currently has authority to finance the construction and maintenance of water, wastewater, and drainage infrastructure within their boundaries

Location

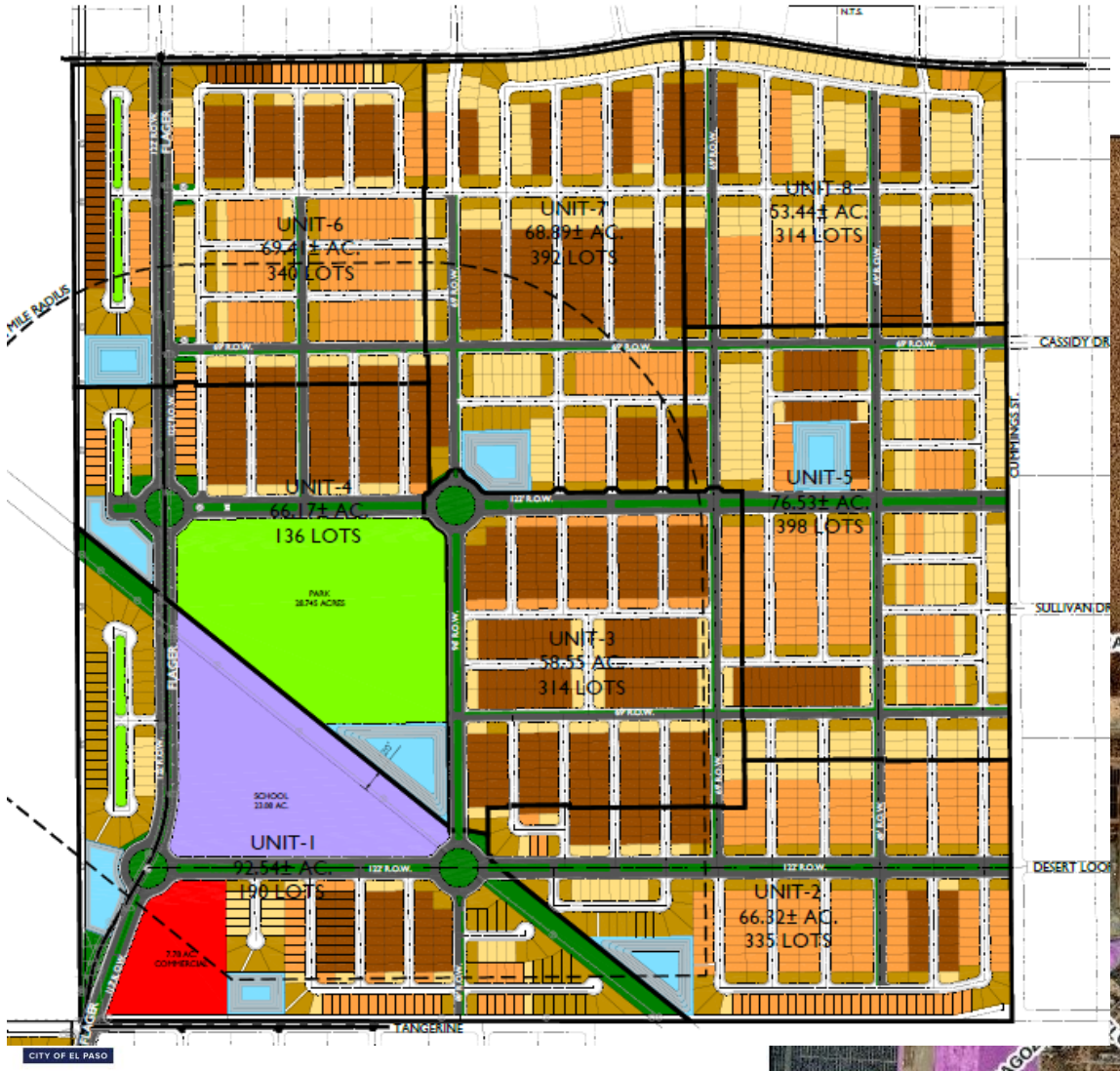

Legend
MUD 3
MUD 4
City Limits
FORT DEFIANCE DR
EICHELBERGER AVE
TRUSCOTT AVE
KRUEGER ST
WINGARD DR
BETTS DR
BETTS
SHAITAROFF DR
CRUZ TIERRA ST
SANTE FE TRL
LOVING LN
HOPE AVE
FLAGER ST
CUMMINGS LN
CASSIDY DR
GOLD MINE RD
SULLIVAN DR
MAY CIR
FLOWERS DR
DESERT LOOP DR
FRANKIE LN
TANGERINE AVE
MARINA AVE
LOPEZ RD
SOLEEN RD
BOOTS GREEN RD
STABLE RD
AYLA RD
TOBACCO RD
SQUARE DANCE BLVD
OCALA AVE
MASCOTTE ST
BARTON ST
KRAG ST
EAST WIND DR
GOLD MINE RD
OSHEA DR
SUWANEE ST
ALLEMANDE RD
ROUND DANCE DR
MONTANA AVE
MONTANA AVE
MONTANA AVE
VAN LN
BUNTLINE DR
DESERT MEADOWS RD
MARK JASON DR
MONTANA AVE
RENE DR
EMMA
FLORA
FLORA LN
ZARAGOZA RD
DAVID DR
VISTA DEL ESTE ST
LAS CASITAS AVE
VANDER VEER DR
MARVIN LN
MARVIN LN
LAURA LN
MAGER DR
THELMA LN
MARTHA LN
BUFFALO BILL DR
JUDY MARIE LN

Proposed Plan





Proposed Plan





Request

- Texas Water Code Chapters 49 and 54 allows for the petition to TCEQ the ability to construct and maintain roadways
    - Requires City consent

- Request is for City of El Paso consent for road powers for MUDs 3 and 4

MISSION

Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

File #: 25-915, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Extraterritorial Jurisdiction
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution of the City of El Paso, Texas consenting to the addition of road powers for El Paso County Municipal Utility District No. 4 of El Paso County.

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/5/25

CONTACT PERSON NAME: Philip Etiwe **PHONE NUMBER:** 915-212-1553

2nd CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 915-212-1566

DISTRICT(S) AFFECTED: Extraterritorial Jurisdiction (ETJ)

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL:

3.1 - Improve the Visual Impression of the Community

SUBJECT:

A Resolution of the City of El Paso, Texas consenting to the addition of road powers for El Paso County Municipal Utility District No. 4 of El Paso County.

BACKGROUND / DISCUSSION:

El Paso County Municipal Utility District #4 (MUD 4), located outside of the city limits in the City of El Paso's eastside extraterritorial jurisdiction, was created in 2008. MUD 4 currently has authority to finance the construction and maintenance of water, wastewater, and drainage infrastructure within their boundaries. This request is for the City of El Paso consent to allow MUD 4 to petition TCEQ to finance the construction and maintenance of roadways within the boundaries in accordance with Texas Water Code Chapters 49 and 54.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

A RESOLUTION OF THE CITY OF EL PASO, TEXAS CONSENTING TO THE ADDITION OF ROAD POWERS FOR EL PASO COUNTY MUNICIPAL UTILITY DISTRICT NO. 4 OF EL PASO COUNTY

WHEREAS, El Paso County Municipal Utility District No. 4 (the "*District*") is a municipal utility district created and operated pursuant to Chapters 49 and 54 of the Texas Water Code, as amended;

WHEREAS, the District is located within the extraterritorial jurisdiction of the City of El Paso the ("*City*") ") and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference;

WHEREAS, Section 54.234 of the Texas Water Code authorizes any district to petition the Texas Commission on Environmental Quality ("*TCEQ*") to acquire the power under the authority of Article III, Section 52, Texas Constitution, to design, acquire, construct, finance, issue bonds for, operate, maintain, and convey to the State of Texas, a county, or a municipality for operation and maintenance, a road or any improvement in aid of the road ("*Road Powers*");

WHEREAS, 30 Texas Administrative Code §293.202(a)(4) requires that an application of a district to TCEQ for the addition of Road Powers include evidence that the municipality in whose extraterritorial jurisdiction that any part of the district is located has consented the district having Road Powers; and

WHEREAS, the District has petitioned the City for its consent to the addition of Road Powers;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

Section 1. The City hereby consents to the addition of road powers for El Paso County Municipal Utility District No. 4.

PASSED AND APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
_____
Russel T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F. Etiwe, Director
Planning and Inspections Department

HQ25-5284|Trans#614519|P&I
100523 City Consent Road Pwrs
RTA

EXHIBIT A

STATE OF TEXAS COUNTY OF EL PASO	M.U.D. 4 DISTRICT	450.120 ACRES OF LAND SITUATED IN SECTION 19, BLOCK 6, TOWNSHIP 2, PUBLIC SCHOOL LAND IN EL PASO COUNTY, TEXAS

EXHIBIT "A"

DESCRIPTION

DESCRIPTION OF A 450.120 ACRE TRACT OF LAND SITUATED IN SECTION 19, BLOCK 6, TOWNSHIP 2, PUBLIC SCHOOL LAND IN EL PASO COUNTY, TEXAS, BEING PART OF THAT CERTAIN 550.420 ACRE TRACT OF LAND AS CONVEYED IN A SPECIAL WARRANTY DEED FROM CRAWFORD S. KERR, JR., TO CSM REALTY HOLDINGS II, LTD., OF RECORD IN VOLUME 4867, PAGE 0223 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, SAID 450.120 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1 inch iron rod found for the southwest corner of Section 19, Block 6, Township 2, Public School Land, the northwest corner of Section 6, Block 78, Township 2, Texas & Pacific Railway Company surveys, the northeast corner of Section 25, Block 79, Township 2, Texas & Pacific Railway Company surveys, the southeast corner of Section 24, Block 79, Township 2, Texas & Pacific Railway Company surveys, being also the southeast corner of that certain 640 acre tract of land as conveyed by Warranty Deed to United States of America of record in Volume 1098, Page 2204 of the Official Records of El Paso County, Texas, being also the southwest corner of said 550.420 acre tract, and being the northwest corner of Flamingo Addition a subdivision of record in Volume 11, Page 19 of the Plat Records of El Paso County, Texas;

THENCE N02°30'24"E, with the east line of said Section 24, the west line of said Section 19, being also the east line of said 640 acre tract, the west line of said 550.420 acre tract for a distance of 2559.47 feet to a calculated point for the **POINT OF BEGINNING**, being in the north line of a 120 foot wide natural gas easement as conveyed to El Paso Gas Company of record in Volume 835, Page 116 as amended in Volume 917, Page 312, of the Real Property Records of El Paso County, Texas;

THENCE N02°30'24"E, continuing with the east line of said Section 24, the west line of said Section 19, for a distance of 2389.33 feet to a point for the northwest corner of said 550.420 acre tract, being also the southwest corner of Haciendas Del Norte Unit Three a subdivision of record in Volume 60, Pages 35-35B, being also in the east line of said 640 acre tract, being also the southwest corner of Santa Fe Trail, a 60 foot wide right-of-way, as dedicated in said Haciendas Del Norte Unit Three and being the northwest corner of the herein described tract, from which an iron pipe with aluminum cap for the southeast corner of Section 13, Block 79, Township 2, Texas & Pacific Railway Company surveys, the northeast corner of Section 24, Block 79, Township 2, Texas & Pacific Railway Company surveys, the northwest corner of Section 19, Block 6, Township 2, Public School Land, and the southwest corner of Section 18, Block 6, Township 2, Public School Land bears, N02°30'24"E 326.39 feet;

THENCE with the south line of said Haciendas Del Norte Unit Three, being also the south line of said Santa Fe Trail, being also the north line of said 550.420 acre tract and being the north line of the herein described tract the following six (6) courses and distance:

1. S87°31'37"E for a distance of 2196.58 feet to a point at the beginning of a curve to the left,

2. along said curve to the left, an arc distance of 598.36 feet, said curve having a radius of 3304.00 feet, a central angle of 10°22'35" and a chord bearing of N87°17'05"E for a chord distance of 597.54 feet to a point at the end of said curve,

3. N82°05'48"E for a distance of 144.40 feet to a point at the beginning of a curve to the right,

4. along said curve to the right, an arc distance of 650.96 feet, said curve having a radius of 1804.27 feet, a central angle of 20°40'18" and a chord bearing of S87°34'03"E for a chord distance of 647.44 feet to a point at the end of said curve,

5. S77°13'54"E for a distance of 387.45 feet to a point at the beginning of a curve to the left, and

6. along said curve to the left, an arc distance of 780.45 feet, said curve having a radius of 5110.41 feet, a central angle of 08°45'00" and a chord bearing of S81°36'25"E for a chord distance of 779.69 feet to a point at the end of said curve, from which the southeast corner of said Haciendas Del Norte Unit Three, the southwest corner of Homestead Meadows Unit 5, a subdivision of record in Volume 55, Page 10 of the plat records of El Paso County, Texas, the northwest corner of Homestead Meadows Unit 7, an unrecorded subdivision, the west line of Cummings Lane, a called for 60 foot wide right-of-way, non-paved and traveled upon roadway, as shown on said Homestead Meadows Unit 7, and the northeast corner of said 550.420 acre tract, bears S86°24'09"E for a chord distance of 75.01 feet;

THENCE S02°30'10"W, over and across said 550.420 acre tract for a distance of 4923.13 feet to a point in the north line Section 6, Block 78, Township 2, Texas & Pacific Railway Company, the south line of said Section 19, Block 6, Township 2, Public School Land, being also in the north line of that certain 115.30 acre tract of land as conveyed by Warranty Deed to Borsberry Family Limited Partnership of record in Volume 2880, Page 417 of the Official Records of El Paso County, Texas, from which the southeast corner of said 550.420 acre tract, the southwest corner of said Homestead Meadows Unit 7, bears S87°00'04"E for a distance of 75.00 feet;

THENCE N87°00'04"W, with the north line of said Section 6, Block 78, the south of said Section 19, Block 6, being also the north line of said 115.30 acre tract, the south line of said 550.420 acre tract and the south line of the herein described tract for a distance of 1600.28 feet to a point in the north line of said 120 wide gas easement;

THENCE N47°59'51"W, departing the north line of said Section 6, Block 78, and the north line of said 115.30 acre along the north line of said 120 wide gas easement for a distance of 4066.57 feet to the **POINT OF BEGINNING** and containing 450.120 acres of land.

BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM CORS DATA. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

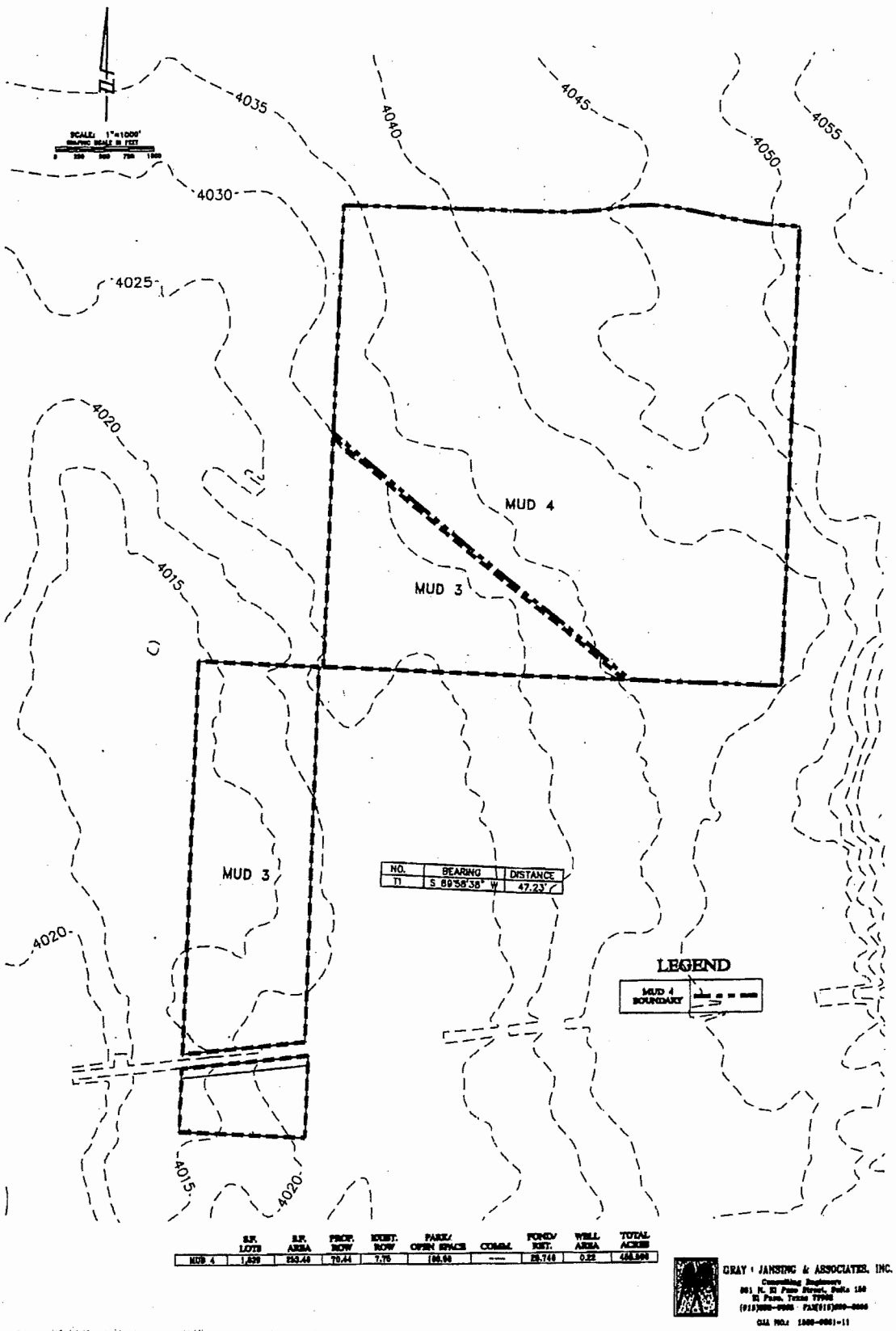
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REFERENCES

08-2005-02.DOC
08-2005-EL-PASO-MUD 4.DWG

EL PASO COUNTY
MUD 4



CITY OF EL PASO

Items 10 and 11

Resolutions for City Consent for "Road Powers" to MUDs 3 and 4

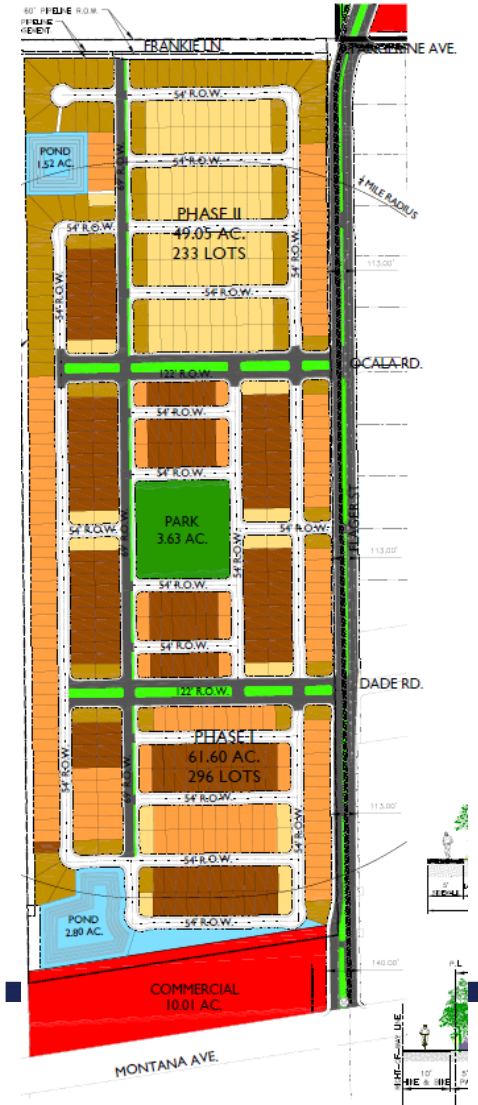
Background

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    - Finance tool
- El Paso County MUDs 3 and 4 were created in 2008
    - Located in City of El Paso's eastside extraterritorial jurisdiction (ETJ)
    - Currently has authority to finance the construction and maintenance of water, wastewater, and drainage infrastructure within their boundaries

Location

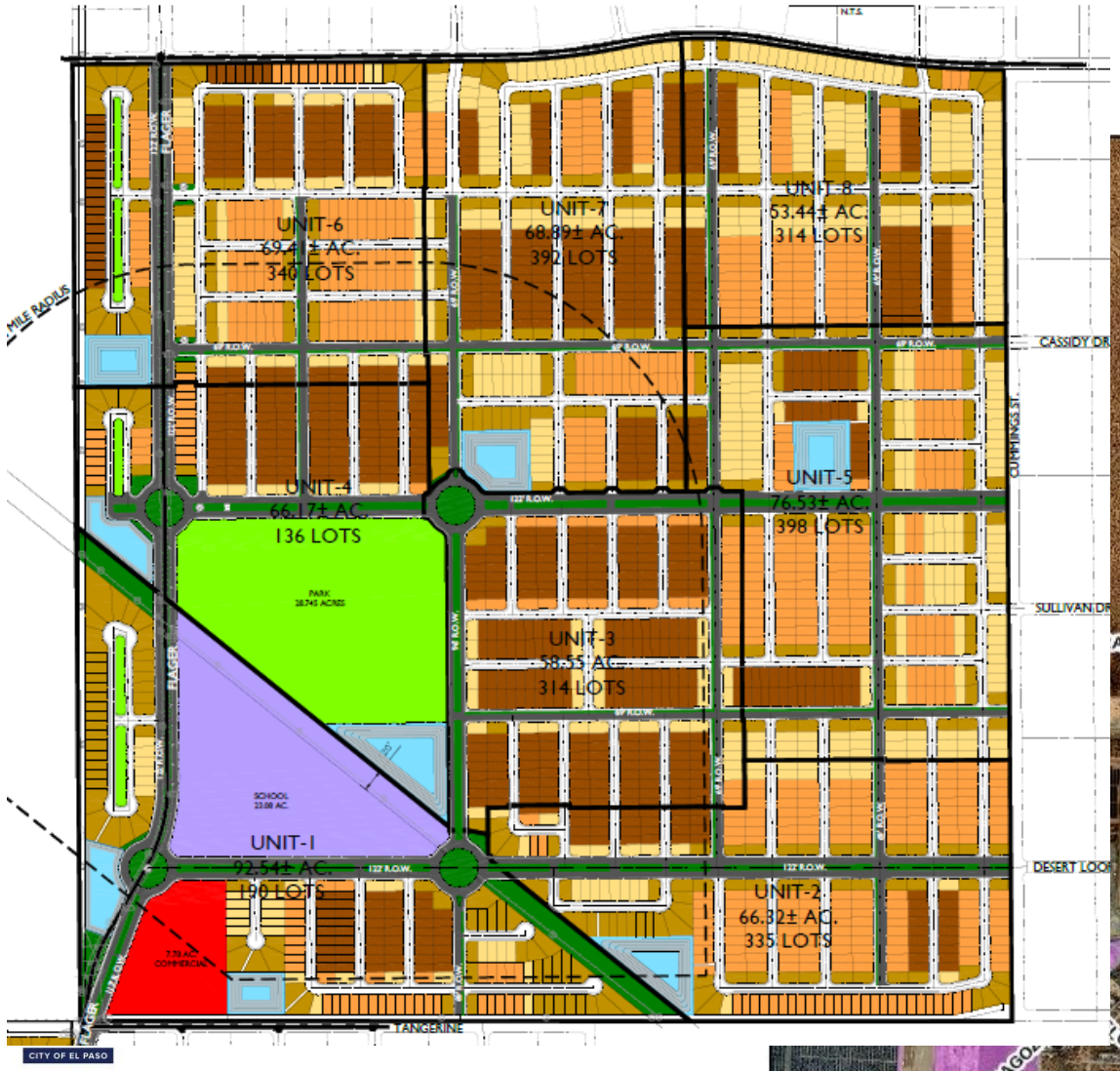

Legend
MUD 3
MUD 4
City Limits
FORT DEFIANCE DR
EICHELBERGER AVE
TRUSCOTT AVE
KRUEGER ST
WINGARD DR
BETTS DR
BETTS
SHAITAROFF DR
CRUZ TIERRA ST
SANTE FE TRL
LOVING LN
HOPE AVE
FLAGER ST
CUMMINGS LN
CASSIDY DR
GOLD MINE RD
SULLIVAN DR
MAY CIR
FLOWERS DR
DESERT LOOP DR
FRANKIE LN
TANGERINE AVE
MARINA AVE
LOPEZ RD
SOLEEN RD
BOOTS GREEN RD
STABLE RD
AYLA RD
TOBACCO RD
SQUARE DANCE BLVD
OCALA AVE
MASCOTTE ST
BARTON ST
KRAG ST
EAST WIND DR
GOLD MINE RD
OSHEA DR
ALLEMANDE RD
ROUND DANCE DR
SUWANEE ST
MONTANA AVE
MONTANA AVE
MONTANA AVE
VAN LN
BUNTLINE DR
DESERT MEADOWS RD
MARK JASON DR
RENE DR
EMMA
FLORA
FLORA LN
ZARAGOZA RD
LAURA LN
MARTHA LN
THELMA LN
MAGER DR
DAVID DR
VISTA DEL ESTE ST
LAS CASITAS AVE
VANDERVEER DR
MARVIN LN
MARVIN LN
BUFFALO BILL DR
JUDY MARIE LN

Proposed Plan





Proposed Plan





Request

- Texas Water Code Chapters 49 and 54 allows for the petition to TCEQ the ability to construct and maintain roadways
    - Requires City consent

- Request is for City of El Paso consent for road powers for MUDs 3 and 4

MISSION

Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

File #: 25-907, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Community and Human Development, Nickole H. Rodriguez, (915) 212-1673
City Attorney's Office, Joyce Garcia, (915) 212-1141

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Approve a Resolution related to City Accessibility Advisory Committee as follows, A Resolution Re-Establishing a City Accessibility Advisory Committee for the purpose of advising the City of El Paso on matters involving accessibility concerns related to City-owned building and facilities.

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

DEPARTMENT: Community Development and City Attorney's Office

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/5/25

CONTACT PERSON NAME: Nickole H. Rodriguez **PHONE NUMBER:** 915-212-1673

2nd CONTACT PERSON NAME: Joyce Garcia/Sarah L. Hartnett **PHONE NUMBER:** 915-212-1141

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 5 - Promote Transparent & Consistent Communication Amongst all Members of the Community.

SUBGOAL:

5.1 Set a climate of respect, collaboration and team spirit among Council, city staff and the community

SUBJECT:

APPROVE a resolution related to CITY ACCESSIBILITY ADVISORY COMMITTEE as follows:
A RESOLUTION RE-ESTABLISHING A CITY ACCESSIBILITY ADVISORY COMMITTEE FOR THE PURPOSE OF ADVISING THE CITY OF EL PASO ON MATTERS INVOLVING ACCESSIBILITY CONCERNS RELATED TO CITY-OWNED BUILDINGS AND FACILITIES.

BACKGROUND / DISCUSSION:

On May 12th, 2025, the City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

On May 12th, Board and Commissions
July 22nd, First reading of Ordinances

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Nickole H. Rodriguez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RECEIVED
By City Clerk's Office at 12:51 pm, Jul 28, 2025

A RESOLUTION RE-ESTABLISHING A CITY ACCESSIBILITY ADVISORY COMMITTEE FOR THE PURPOSE OF ADVISING THE CITY OF EL PASO ON MATTERS INVOLVING ACCESSIBILITY CONCERNS RELATED TO CITY-OWNED BUILDINGS AND FACILITIES.

WHEREAS, on March 17, 1987, the El Paso City Council ("City Council") enacted Ordinance No. 008961 establishing City Accessibility Advisory Committee to advise City Council to develop short-term and long-term plans according to which City-owned buildings and facilities may be made more accessible to disabled and elderly people and eliminate barriers faced by disabled and elderly people.

WHEREAS, on July 20, 1993, City Council enacted Ordinance 011469 amending various ordinances establishing the number of members of boards, commissions and committees, and establishing procedures for the appointment of new members to those boards, commissions and committees, which applied to the City Accessibility Advisory Committee; and

WHEREAS, on March 10, 2009, City Council enacted Ordinance 017082 amending Ordinance 008961, which amended the City Accessibility Advisory Committee in matters of quorum, and the appointment process for the Committee; and

WHEREAS, on May 12, 2025 City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance; and

WHEREAS, the Ordinance No. 008961, 011469 and 017082 will be repealed and this Resolution will become effective immediately after.

WHEREAS, the City of El Paso would continue to benefit from the establishment of a City Accessbility Advisory Committee in order to identify and improve accessibility of City-owned buildings and facilities.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Accessibility Advisory Committee is hereby re-established to serve as an advisory body to the City Council concerning accessibility concerns related to City- owned buildings and facilities.

That the membership, duties, composition and operation of the City Accessibility Advisory Committee be dictated by the City Code and the Uniform Bylaws and guidelines adopted by the City Council of the City of El Paso.

That the terms of this resolution be effective immediately after the repeal of Ordinance No. 008961, 011469 and 017082.

PASSED AND APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nickole H. Rodriguez, Director
Community and Human Development

Standardization of the City's Accessibility Advisory Committee

Nickole Rodriguez
Community and Human Development

Background

- On May 12, 2025 City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance
- Ordinance No. 008961, 011469 and 01782 will be repealed and this resolution will become effective immediately after, re-establishing the City Accessibility Advisory Committee

Resolution

- The City Accessibility Advisory Committee will be re-established for the purpose of advising the City of El Paso on matters involving accessibility concerns related to city-owned buildings and facilities
- The membership, duties, composition and operation of the City Accessibility Advisory Committee will be dictated by the City Code, the Uniform Bylaws and guidelines adopted by the City Council of the City of El Paso

File #: 25-921, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

All Districts

Information Technology, Carolyn Patrick, (915) 212-1408

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the City Manager be authorized to sign the 2nd Amendment to the Consulting Services Agreement between the City of El Paso and John Hargrove Consulting to provide engineering consulting services to the Department of Information Technology. This amendment extends the scope of services provided by John Hargrove Consulting, LLC, to include additional tasks related to Design Review and Federal Communications Commission (FCC) Filings for Bi-Directional Amplifier and Distributed Antenna System installations.

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

DEPARTMENT: Information Technology

AGENDA DATE: 08/05/2025

PUBLIC HEARING DATE: 08/05/2025

CONTACT PERSON NAME: Carolyn Patrick, Chief Information Officer **PHONE NUMBER:** (915) 212-1408

2nd CONTACT PERSON NAME: **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:
Goal 5: Promote Transparent & Consistent Communication Amongst all Members of the Community

SUBGOAL:
5.2 Leverage and expand the use of current and new technology to reduce inefficiencies and improve communications

SUBJECT:

That the City Manager be authorized to sign the 2nd Amendment to the Consulting Services Agreement between City of El Paso and John Hargrove Consulting to provide engineering consulting services to the Department of Information Technology. This amendment extends the scope of services provided by John Hargrove Consulting, LLC, to include additional tasks related to Design Review and FCC Filings for Bi-Directional Amplifier and Distributed Antenna System installations.

BACKGROUND / DISCUSSION:

The City of El Paso and John Hargrove Consulting entered into an Independent Contractor Agreement for Wireless The City of El Paso and John Hargrove Consulting entered into an Independent Contractor Agreement for Wireless Telecommunication Consulting Services on April 14, 2020. In April 2023, the City Council approved a second amendment that extended the agreement's term for four years. The current agreement includes engineering consulting services to review Public Service Wireless telecommunication tower/antenna permit applications and update FCC & FAA databases for tower and license data. The amendment seeks to expand the scope to include the review of ERCC BDA & DAS application specifications and filing these systems with the FCC, as mandated by the International Federal Code ,IFC Section 510.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

April 14, 2020: The City of El Paso approved a contract with John Hargrove Consulting, LLC.
April 11, 2023: Amendment one, extended the contract term until April 13, 2027.

AMOUNT AND SOURCE OF FUNDING:

Dept. 239 - Fund 1000 - Division 15240 - Account 522020 - Program P1506

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Carolyn Patrick Digitally signed by Carolyn Patrick Date: 2025.07.15 07:37:39 -06'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

REVISED
1:09 pm, Jul 31, 2025

RESOLUTION

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

That the City Manager or designed be authorized to sign the Second Amendment to the Independent Contractor Agreement for Wireless Telecommunication Consulting Services ("Agreement") by and between **CITY OF EL PASO** ("City) and **JOHN HARGROVE CONSULTING, LLC** ("Contractor") to include additional tasks related to design review and FCC Filings for Bi-Directional Amplifier (BDA) and Distributed Antenna System (DAS) installations to the Department of Information Technology with a specific scope of services.

APPROVED this ____ day of August 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Robert Aguinaga Jr
Robert Aguinaga
Assistant City Attorney

APPROVED AS TO CONTENT

Carolyn Patrick
Carolyn Patrick
Director of Information Technology

HQ25-4006|Tran #615417|IT|RA
Reso – John Hargrove Consulting

STATE OF TEXAS)
)
)
COUNTY OF EL PASO)

SECOND AMENENDED
CONSULTING SERVICES AGREEMENT

This 2nd Amendment to the Independent Contractor Agreement for Wireless Telecommunication Consulting Services Agreement is made this 5th day of August, 2025, by and between the City of El Paso, a home rule municipal corporation organized and existing under the laws of the State of Texas (the "City", and John Hargrove Consulting, (the "Contractor").

WHEREAS, on April 14, 2020, the CITY and CONTRACTOR entered into a(n) Independent Contractor Agreement for Wireless Telecommunication Consulting Services ("Agreement");

WHEREAS, the Agreement may be amended under the provisions of Section 4 of the Agreement; and

WHEREAS, the parties desire to extend the duration of the agreement to allow CONTRACTOR to continue to provide the contracted services.

NOW THEREFORE, in consideration of the mutual promises set forth in this Second Amended Consulting Services Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

This amendment extends the scope of services provided by John Hargrove Consulting, LLC, to include additional tasks related to Design Review and FCC Filings for Bi-Directional Amplifier (BDA) and Distributed Antenna System (DAS) installations. Specifically:

Attachment "A", "Scope of Services" of the Agreement is amended to add the following:

3. The contractor shall review the design specifications and site drawings and ensure compliance with technical requirements for BDA installation projects.

4. The contractor will prepare and submit the filings required by the Federal Communications Commission (FCC) related to the BDA installations

All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

APPROVED this ____ day of _____ 2025.

Dionne L. Mack
City Manager

APPROVED AS TO FORM:

Robert Aguinaga Jr
Robert Agumaga Jr.
Assistant City Attorney

APPROVED AS TO CONTENT:

Carolyn Patrick
Carolyn Patrick
Director of Information Technology

APPROVED AS TO CONTENT:

John E Hargrove PE
Digitally signed by John E Hargrove PE
DN: CN=John E Hargrove PE, C=US, OU=COO, O=Evegreen Technology Solutions LLC, E=john@evegreentechtx.com
Reason: I am the author of this document
Location:
Date: 2025-07-29 06:30:40

John Hargrove
Consultant

ATTACHMENT "A"

SCOPE OF SERVICES

Contractor shall work with the City of El Paso's Department of Information Technology Services to ensure the telecommunications needs of the City are met in regard to engineering services. In this regard, Contractor shall provide the following services to the City:

1. Review applications for Public Service Wireless Facility Submittals*
2. Review applications for General Service Wireless Facility Submittals*
3. The contractor shall review the design specifications and site drawings and ensure compliance with technical requirements for BDA installation projects.
4. The contractor will prepare and submit the filings required by the Federal Communications Commission (FCC) related to the BDA installations
5. The contractor shall notify the City of relevant changes in federal or state regulations impacting wireless telecommunications infrastructure, including new BDA/DAS requirements, frequency allocations, or permitting standards.
6. Any other work associated with and related to the application review process and telecommunication needs of the City, to include, but not be limited to, FAA and FCC Database Updates for tower and license data, and administrative reports as requested by the City of El Paso.

Review Time Period: Contractor agrees to complete each application review within 14 days of receiving the data and forms from the City. The City understands that an extension to this 14-day time period may be required depending on questions or issues that may arise during Contractor's review. Contractor agrees to immediately notify the City of any questions or issues as they arise, and to inform the City of the need for additional time, in order to comply with regulatory deadlines and the legal requirements for deadline extensions. Failure of Contractor to comply with this review time period requirement is grounds for immediate termination of this Agreement.

* Applications shall be reviewed in compliance with the NEPA 106 Historical and Environmental review, FCC rules and regulations, and FAA review and approvals.

File #: 25-924, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Public Health, Veerinder Taneja, (915) 212-6502

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the University Medical Center of El Paso for the period starting September 4, 2024, through January 31, 2026, with four one year renewal periods, for the provision of laboratory testing services by the City of El Paso to the University Medical Center of El Paso, as well as, for laboratory testing services by the University Medical Center of El Paso to the City of El Paso.

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

DEPARTMENT: Public Health

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Veerinder Taneja **PHONE NUMBER:** 1-915-212-6502

2nd CONTACT PERSON NAME: Sara Cera **PHONE NUMBER:** 1-915-212-6502

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

#8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL:

8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

SUBJECT:

A Resolutionthat the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the University Medical Center of El Paso for the period starting September 4, 2024, through January 31, 2026, with four one year renewal periods, for the provision of laboratory testing services by the City of El Paso to the University Medical Center of El Paso, for which the University Medical Center of El Paso shall pay to the City of El Paso an amount pursuant to Attachment "A" Lab Fees. As well as, for laboratory testing services by the University Medical Center of El Paso to the City of El Paso, for which the City of El Paso shall pay to the University Medical Center of El Paso an amount pursuant to Attachment "B" Lab Fees.

BACKGROUND / DISCUSSION:

Interlocal Agreement between the City of El Paso
and the University Medical Center of El Paso for the provision of laboratory testing services by
the City of El Paso to the University Medical Center of El Paso, as well as, for laboratory testing services by the University Medical Center of El Paso to the City of El Paso.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

City Council has approved the previous agreement for these Lab Services on September 3rd, 2019.

AMOUNT AND SOURCE OF FUNDING:

Amount of Lab services are prescribed in attachments A and B in the agreement.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Jaime Tarin

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the University Medical Center of El Paso for the period starting September 4, 2024, through January 31, 2026, with four one year renewal periods, for the provision of laboratory testing services by the City of El Paso to the University Medical Center of El Paso, for which the University Medical Center of El Paso shall pay to the City of El Paso an amount pursuant to Attachment "A" Lab Fees. As well as, for laboratory testing services by the University Medical Center of El Paso to the City of El Paso, for which the City of El Paso shall pay to the University Medical Center of El Paso an amount pursuant to Attachment "B" Lab Fees.

APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Dr. Veerinder Taneja, Director
Department of Public Health

THE STATE OF TEXAS §

§ **INTERLOCAL AGREEMENT**

COUNTY OF EL PASO § **UNIVERSITY MEDICAL CENTER (Laboratory Testing Services)**

This Interlocal Agreement ("**Agreement**") is made this 4th day of September, 2024 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**City**"), and El Paso County Hospital District d/b/a University Medical Center of El Paso (UMC), a a politial subdivision of the State of Texas organized and existing under the laws of the State of Texas ("**UMC**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other or with a federally recognized Indian tribe for the provision of governmental functions and services or to study the feasibility of the performance of a governmental function or service by an Interlocal contract; and

WHEREAS, the laboratory services outlined in this Agreement are necessary year-round, and this Agreement is to memorialize the continuation of the services and financial obligations from September 4, 2024.

The parties agree as follows:

SECTION 1. PURPOSE.

A. The City's Public Health Department will provide laboratory testing services to the UMC in accordance with the provisions detailed in **Attachment "A**" ("**Work**").

B. The UMC will perform the services detailed in **Attachment "B"**.

C. The City and UMC will pay scheduled amount to each other in accordance with the provisions set out in **Attachment "A"** and **Attachment "B"** respectively.

D. Pursuant to Section 791.011(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

SECTION 2. TERM.

A. This Agreement will commence on the Effective Date and will end on 31st day of January, 2026 ("**Term**").
B. This Agreement will automatically renew for one year a total of 4 times unless either party sends a notice of their intent not to renew to the other party at least 30 calendar days before the then-current Term of this Agreement expires.

SECTION 3. NO INDEMNIFICATION.

A. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.

B. Each party must handle any claims resulting from their actions in this Agreement.

C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.

SECTION 4. HIPPA.

A. The parties agree to maintain and secure the confidentiality of the patients' protected health information as mandated by the Health Insurance Portability and Accountability Act ("**HIPAA**"). In the event it is determined that either party will have access to patient health information ("**PHI**"), the parties agree to negotiate a Business Associate Agreement as part of this Agreement.

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this section.

1. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least 15 calendar days before termination. All parties providing work under this Agreement will halt all work when the termination notice sent by the terminating party is received by the non-terminating party.

2. TERMINATION BY EITHER PARTY FOR CAUSE. Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 30 calendar days to the non-terminating party to cure such failure.

SECTION 6. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the UMC and the City. As such, the City is not subject to the liabilities or obligations the UMC obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:	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: Veerinder Taneja Department of Public Health El Paso, Texas 79901
To the County:	UNIVERSITY MEDICAL CENTER Attn: President &Chief Executive Officer Address: 4815 Alameda Avenue, El Paso Texas, 79905 University Medical Center Attention: Laboratory Manager

E. CONFIDENTIALITY. The UMC acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

K. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The UMC will allow the City to inspect and copy all records pertaining to the Shared Laboratory Services provided in this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the City and the UMC, and the UMC's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

P. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

APPROVED this _____ day of _____20____.

CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Veerinder Taneja, MBBS; MPH, Director
Department of Public Health

UNIVERSITY MEDICAL CENTER



_____

R. Jacob Cintron,
President & Chief Executive Officer

REVIEWED BY LEGAL DEPARTMENT:



_____

Daniel F. Collins, attorney

ATTACHMENT "A"

OBLIGATIONS OF THE CITY

A. The CITY Obligations: The CITY will provide the following LAB for UMC pursuant to the following lab fees:

Fee Description	Detail	FY 2025 Proposed Fees
QuantiFERON TB	TB test cell immune measure (CPT 86480)	$116.00
Syphilis (RPR)	Syphilis testing (CPT 86592)	$6.00
RPR Titer	RPR Titer (CPT 86593)	$8.00
Gram Stain Smear	Gram Stain Smear (CPT 87205)	$6.00
TPPA	Confirmation Treponema Pallidum (CPT 86780)	$23.00
Wet Mount	Wet Mount (CPT 86780)	$8.00
Chlamydia DNA amp probe	Chlamydia DNA amp probe (CPT 87491)	$47.00
N. Gonorrhea DNA amp probe	N. Gonorrhea DNA amp probe (CPT 87591)	$84.00
Mycology	Mycology	$84.00
HIV-1/HIV-2 single assay	HIV-1/HIV-2 single assay (CPT 87389)	$32.00
HIV ½ Geenius Confirmation	HIV Confirmation (CPT 86701, 86702)	$65.00
Urinalysis non-auto w/ scope	Urinalysis with Microscopy (CPT 81000)	$25.00
Hepatitis C IgM	Hepatitis C IgM Screen (CPT 86803)	$23.00
Hepatitis C RNA	Hepatitis C RNA Confirmation (CPT 87520)	$68.00
Zika Real Time PCR	Zika PCR (CPT 87662)	$65.00
Chikungunya Real Time PCR	Chikungunya PCR (87798)	$45.00
Dengue Real Time PCR	Dengue PCR (CPT 87798)	$45.00
Influenza Surveillance without Culture	Flu Testing (CPT 87502)	$110.00
Pregnancy Test	hCG (CPT 81025)	$12.00
Shipping and Handling	Ship Specimen to DSHS for additional testing	$60.00

ATTACHMENT "B"
OBLIGATIONS OF THE [UMC]

A. The UMC Obligations: The UMC will provide the following LAB Services for CITY pursuant to the following lab fees:

CPT CODE	LAB CODE	TEST DESCRIPTION	MCR + 10%
80204	8721	METHOTREXATE	42.43
80158	8931	CYCLOSPORINE A	19.86
80197	80783	TACROLIMUS	15.10
86038	83631	LUPUS COMP. PANEL	13.30
80051	24LYT	ELECTROLYTES 24 HR. URINE	7.71
87806	4GHIV	HIV 1/2 RAPID 4TH GEN	36.05
83036	A1C	HEMOGLOBIN A1C	10.68
86900	ABO	ABO BLOOD GROUP	3.29
86900	ABO2	ABO GROUP VERIFICATION	3.29
86850	ABSC	ANTIBODY SCREEN	10.75
86255	ACEN	ANTI-CENTROMERE	13.26
86039	ACENT	ANTI-CENTROMERE TITER	12.28
G0480	ACETA	ACETAMINOPHEN	125.87
82950	ADAGT	2HR ADA GLUCOSE TOLERANCE	5.23
86225	ADNA	ANTI-DNA	15.11
86256	ADNAT	ANTI-DNA TITER	13.26
87116	AFBC	CULTURE, AFB	11.88
82105	AFPO	AFP	18.45
87206	AFS	STAIN, AFB	5.93
87206	AFS2	STAIN, AFB	5.93
87802	AGGBC	GROUP B STREP CSF	14.00
87804	AGHAC	H INFLUENZAE CSF	18.21

87449	AGLEG	LEGIONELLA URINE ANTIGE	13.18
87899	AGNMC	N MENINGITIDIS CSF	17.68
87899	AGPNU	STREP PNEUMO ANTIGEN	17.68
87449	AGSTP	S PNEUMO URINE AG TEST	13.18
86905	AGTYP	ANTIGEN TYPING	4.21
86905	AHR2	UBS AHRS TYP (E,S,C,FYA,JFA,JKB)	4.21
82040	ALB	ALBUMIN	5.45
84075	ALK	ALKALINE PHOSPHATASE	5.70
84460	ALT	GPT (ALT)	5.83
82140	AMON	AMMONIA	16.03
82150	AMYL	AMYLASE	7.13
86038	ANA	ANA	13.30
86039	ANATI	ANA TITER	12.28
87075	ANOC	CULTURE, ANAEROBIC	10.42
G0103	APSA	PSA TOTAL ANNUAL	21.24
85730	APTT2	APTT	6.61
87168	ARTHR	ARTHROPOD, MACROSCOPIC EXAM	4.70
84450	AST	GOT (AST)	5.70
82607	B12	VITAMIN B12	16.59
80307	BARB	BARBITURATE	68.35
80307	BENZ	BENZODIAZEPINE	68.35
87070	BFLDC	CULTURE, BODY FLUID	9.48
82010	BHB	BETA HYDROXYBUTYRATE	8.99
87040	BLDC	CULTURE, BLOOD	11.35
87070	BSITC	CULTURE, BODY SITE	9.48
84182	BTTA	BOTULINUM TOXIN TYPE A	32.13
84520	BUN	BUN	4.35

86160	C3	COMPLEMENT C3	13.20
86160	C4	COMPLEMENT C4	13.20
82310	CA	CALCIUM	5.68
86304	CA125	CA 125	22.89
86300	CA153	CA 15-3	22.89
86900	CABO	CORD ABO BLOOD GROUP	3.29
80156	CARBA	CARBAMAZEPINE	16.03
82310	CARDM	CALCIUM URINE RANDOM	5.68
85025	CBCD	CBC W/DIFF	8.55
85027	CBCN	CBC NO DIFF	7.12
86880	CC3	COMPLEMENT COOMBS	5.93
87252	CCMV	CULTURE, CMV	28.68
86880	CDAT	CORD DAT	5.93
82378	CEA	CEA	20.86
80053	CHM14	COMP. METABOLIC PANEL	11.62
80048	CHM8	BASIC METABOLIC PANEL	9.31
82465	CHOL	CHOLESTEROL	4.79
86880	CIGG	IGG COOMBS	5.93
82550	CK	CK	7.16
82435	CL	CHLORIDE	5.06
82436	CLRDM	CHLORIDE URINE RANDOM	6.33
87077	CMBO	DEFINITIVE ID AEROBIC	8.89
82374	CO2	CARBON DIOXIDE	5.37
86850	COLD	COLD SCREEN	10.75
86705	CORE	HEPATITIS B CORE IGM	12.95
82533	CORT	CORTISOL	17.93
87635	COVAP	SARS COV-2 RNA	56.44

87635	COVRP	RAPID SARS COV-2 RNA	56.44
85041	CRBC1	CSF RBC COUNT ONLY #1	3.32
85041	CRBC4	CSF RBC COUNT ONLY #4	3.32
82575	CRCL	CREATININE CLEARANCE 24 HR.	10.41
82565	CREA	CREATININE	5.63
86901	CRH	CORD RH	3.29
80061	CRISK	CARDIAC RISK PROFILE	14.73
86140	CRP	CRP	5.70
82570	CRRDM	CREATININE RANDOM URINE	5.70
87899	CRYPA	CRYPTO AG	17.68
87899	CRYPC	CRYPTO AG CSF	17.68
87328	CRYPT	CRYPTOSPORIDIUM ANTIGEN	15.20
86406	CRYTI	CRYPTO AG TITER	11.70
87070	CSFC	CULTURE, CSF	9.48
89051	CSFD	CSF DIFF	6.16
82945	CSFGL	GLUCOSE CSF	4.32
83605	CSFLA	LACTIC ACID CSF	12.73
84155	CSFTP	PROTEIN CSF	4.04
87591	CTG	CHLAM PROBE GENITAL	38.60
87491	CTU	CHLAM PROBE URINE	38.60
0241U	CXRES	CEPHEID RESP. PNL.	156.89
86880	DAT	DIRECT COOMBS	5.93
82248	DBILI	BILIRUBIN CONJ. (DIRECT)	5.52
87274	DFHSV	HERPES DFA TEST	13.18
85007	DIFCH	DIFF CHARGE	4.18
80162	DIG	DIGOXIN	14.61
85379	DIMER	D-DIMER QUANT.	11.20

85597	DRVCR	DRVV CONFIRMATION RATIO	19.78
85613	DRVMX	DRVV 1:1 MIX	10.54
85612	DRVSR	DRVV SCREEN RATIO	19.24
86885	DU	DU TEST	6.29
85025	ECBC	CBC WITH DIFF	8.55
85025	ECBC5	CBC WITH DIFF (DXH 520)	8.55
85027	ECBCN	CBC NO DIFF	7.12
89051	ECDIF	CSF DIFF	6.16
89051	EFDIF	FLUID DIFF	6.16
87798	EGAST	GR. A STREPTOCOCCUS TEST	38.60
85014	EHCT	SPUN HCT	2.61
87337	EHIST	ENTAMOEBA HISTOLYTICA AG	13.18
86703	EHIVR	HIV 1/2 RAPID TEST	15.08
81015	EMIC2	URINE MICROSCOPIC	3.36
89190	EOSMR	EO SMEAR	6.37
87880	ERSAP	ER RAPID STREP A POC	18.18
86762	ERUBL	RUBELLA IGG	15.83
85651	ESR	SED - RATE	4.70
G0480	ETOH	ALCOHOL	125.87
81001	EUA	UA WITH MICROSCOPIC	3.49
81003	EUDIP	UA DIPSTICK SCREEN	2.48
81001	EUMIC	UA WITH MICROSCOPIC RFX CULTURE	3.49
87507	FAGIP	FILM ARRAY GI PNL.	458.46
89060	FCRSL	SYNOVIAL CRYSTAL	8.06
85362	FDP	FDP FIBRIN DEG PRODUCTS	7.58
82728	FERIT	FERRITIN	14.99
82731	FFN	FETAL FIBRONECTIN	70.85

85384	FIB2	FIBRINOGEN	10.69
82042	FLALB	PLEURAL FLD ALBUMIN	8.56
82150	FLAMY	PLEURAL FLD AMYLASE	7.13
82570	FLCRE	PLEURAL FLD CREATININE	5.70
89051	FLDD	FLUID DIFF	6.16
82945	FLGLU	PLEURAL FLD GLUCOSE	4.32
83615	FLLDH	PLEURAL FLD LDH	6.64
83690	FLLIP	PLEURAL FLD LIPASE	7.58
84478	FLTG	PLEURAL FLD TRIGLYC	6.31
84157	FLTP	PLEURAL FLD TL PROT	4.40
84520	FLUN	PLEURAL FLD UREA NITRO	4.35
85461	FMBS1	FETO MATERNAL BLEED SCREEN	10.30
87483	FMEP	FILM ARRAY MENINGITIS PNL	458.46
82746	FOL	FOLATE SERUM	16.17
82042	FPALB	PERITONEAL FLD ALBUMIN	8.56
82150	FPAMY	PERITONEAL FLD AMYLASE	7.13
82570	FPCRE	PERITONEAL FLD CREATININE	5.70
82945	FPGLU	PERITONEAL FLD GLUCOSE	4.32
83986	FPH	FLUID PH	3.94
83615	FPLDH	PERITONEAL FLD LDH	6.64
83690	FPLIP	PERITONEAL FLD LIPASE	7.58
84478	FPTG	PERITONEAL FLD TRIGLYC	6.31
84157	FPTP	PERITONEAL FLD TL PROT	4.40
84520	FPUN	PERITONEAL FLD UREA NITRO	4.35
0202U	FRESP	FILM ARRAY RESP. PNL.	458.46
82570	FSCRE	SYNOVIAL FLD CREATINE	5.70
82945	FSGLU	SYNOVIAL FLD GLUCOSE	4.32

83001	FSH	FSH	20.44
84560	FSURA	SYNOVIAL FLD URIC ACID	5.59
84481	FT3	FREE TRIIODOTHYRONINIE	18.63
84439	FT4	FREE T4	9.92
87103	FUNB	CULTURE, FUNGAL (BLOOD)	22.51
87102	FUNC	CULTURE, FUNGAL	9.25
86906	G-C	BIG C ANTIGEN	8.53
87081	GCC	CULTURE, GONORRHOEAE	7.29
86906	G-CC	LITTLE C ANTIGEN	8.53
87491	GCG	GC PROBE GENITAL	38.60
87591	GCU	GC PROBE URINE	38.60
86906	G-E	BIG E ANTIGEN	8.53
86906	G-EE	LITTLE E ANTIGEN	8.53
87081	GENBC	CULTURE, GROUP B STREP	7.29
80170	GENTP	GENTAMICIN PEAK	18.02
80170	GENTR	GENTAMICIN RANDOM	18.02
80170	GENTT	GENTAMICIN TROUGH	18.02
86905	G-FYA	FYA ANTIGEN	4.21
86905	G-FYB	FYB ANTIGEN	4.21
82977	GGT	GGT (GAMMA-GLUTAMYL TRANSF)	7.92
87329	GIARD	GIARDA ANTIGEN	13.18
86905	G-JKA	JKA ANTIGEN	4.21
86905	G-JKB	JKB ANTIGEN	4.21
86905	G-K	KELL ANTIGEN	4.21
82947	GL2PP	GLUCOSE 2HR. POST PRANDIAL	4.32
86905	G-LEA	LEA ANTIGEN	4.21
86905	G-LEB	LEB ANTIGEN	4.21

82947	GLU	GLUCOSE	4.32
82950	GLU50	GLUCOSE CHALLENGE 50 GRAM 1H	5.23
86905	G-M	M ANTIGEN	4.21
86905	G-N	N ANTIGEN	4.21
86905	G-P1	P1 ANTIGEN	4.21
87205	GRAM	GRAM STAIN	4.70
87205	GRAM2	GRAM STAIN	4.70
86905	G-S	BIG S ANTIGEN	4.21
86905	G-SS	LITTLE S ANTIGEN	4.21
86709	HAVM	HEPATITIS A IGM	12.39
87340	HBSAG	HEP B SURFACE ANTIGEN	11.36
87341	HBSCN	HBSAG CONFIRMATI0N	11.36
84703	HCGQL	HCG SERUM (QUAL)	8.27
85014	HCT	HCT	2.61
86803	HCV	HEP C ANTIBODY	15.70
83718	HDL	HDL_C DIRECT	9.01
86706	HEBAB	HEP B SURFACE ANTIBODY	11.81
80074	HEPPR	HEPATITIS PROFILE	52.39
85018	HGB	HGB	2.61
86703	HIV12	HIV 1/2 AB EIA	15.08
86703	HIVRD	HIV 1/2 RAPID 4TH GEN	15.08
87624	HPV	HPV MRNA HIGH RISK	38.60
87624	HPVR	HPV MRNA HIGH RISK	38.60
86141	HSCRP	HIGH SENSITIVITY CRP	14.25
85597	HXCON	STA-CLOT LA	19.78
87158	IDAFB	DEFINITIVE ID MYCOBACTERIA	8.51
87076	IDANA	DEFINITIVE ID ANAEROBIC	8.89

87077	IDHAE	DEFINITIVE ID HAEMOPHILUS	8.89
87107	IDMLD	DEFINITIVE ID FUNGUS (MOLD)	11.35
87106	IDYEA	DEFINITIVE ID FUNGUS (YEAST)	11.35
85610	INRPT	PT-INR	4.72
83525	INSUL	INSULIN	12.57
85055	IPF	IMMATURE PLT FRACTION	39.31
83970	IPTH	PTH, INTACT SERUM	45.41
83540	IRON	IRON	7.12
84132	K	POTASSIUM	5.24
85460	K-B	KLEIHAUER	8.50
87220	KOH	KOH PREP	4.70
84133	KRDM	POTASSIUM RANDOM URINE	5.20
83605	LAC	LACTIC ACID PLASMA	12.73
85732	LAMIX	PTT- LA SCREEN 1:1 MIX	7.12
83615	LD	LDH	6.64
83721	LDLD	DIRECT LDL CHOLESTEROL	11.55
80076	LFT	HEPATIC FUNCTION PANEL	8.99
83002	LH	LH	20.37
80178	LI	LITHIUM	7.27
83690	LIPA	LIPASE	7.58
85520	LMWH	ANTI-XA LMWH	14.40
80307	LTOX	LM TOX PANEL	68.35
80051	LYTES	ELECTROLYTES	7.71
82043	M2ALB	24HR MICROALBUMIN URINE	6.36
87207	MAL	MAL BLOOD SMEAR	6.59
82043	MCALB	MICROALBUMIN RANDOM URINE	6.36
80307	METHE	METHADONE	68.35

83735	MG	MAGNESIUM	7.37
86308	MONO	MONO TEST	5.70
87070	MRSAS	MRSA SCREEN	9.48
86735	MUMPS	MUMPS IGG	14.36
83874	MYO	MYOGLOBIN	14.21
84295	NA	SODIUM	5.29
86900	NABO	NEONATE ABO	3.29
84300	NARDM	SODIUM RANDOM URINE	5.57
80053	NCH14	NEONATAL COMP. METABOLIC PANEL	11.62
82248	NDBIL	NEO D BILIRUBIN	5.52
80076	NLFT2	NEONATAL HEPATIC FUNCTION PANEL	8.99
80055	NOBP3	NEW OB PROFILE	52.59
80307	NSYTX	NEONATAL URINE TOX	68.35
82247	NTBIL	BILIRUBIN NEONATAL	5.52
83880	NTBNP	NT-PRO BNP	43.19
82270	OB	OCCULT BLOOD STOOL	4.82
82274	OBFIT	OCCULT BLOOD IMMUNOCHEM	17.51
82951	OBGT2	OB GLUCOSE TOLERANCE 2 HOUR	14.16
82951	OBGTT	OB GLUCOSE TOLERANCE 3	14.16
87169	OPMAC	PARASITE, MACROSCOPIC EXAM	4.74
83735	OSMOL	OSMOLALITY	7.37
86790	PAID	STUDENT PAID	14.17
84145	PCT	PROCALCITONIN	29.94
84081	PG	PG	18.17
80184	PHENO	PHENOBARBITAL	16.83
84100	PHOS	PHOSPHORUS	5.21
85049	PLT2	PLT COUNT	4.93

84105	PORDM	PHOSPHORUS RANDOM URINE	6.36
84134	PRALB	PREALBUMIN	16.05
84146	PROLA	PROLACTIN	21.32
84112	PROM	PROM TEST	107.92
80307	PROP	PROPOXYPHENE	68.35
85303	PROTC	PROTEIN C ACTIVITY	15.22
85305	PROTS	PROTEIN S ACTIVITY	12.77
84153	PSA	PSA	20.23
85610	PT2	PROTIME	4.72
80185	PTN	PHENYTOIN	14.58
85730	PTTLA	PTT- LA SCREEN	6.61
87172	PWORM	PINWORM EXAM	4.70
84702	QTHCG	HCG SERUM (QUANT)	16.56
86765	RBEOL	MEASLES IGG ANTIBODY	14.17
80069	RENAL	RENAL PANEL	9.55
85045	RETA	RETICULOCYTE COUNT	4.39
85046	RETPM	RETICULOCYTE PARAMETERS	6.13
86430	RF	RHEUMATOID FACTOR	6.75
86901	RH1	RH TYPE	3.29
86906	RH2	RH TYPE VERIFICATION	8.53
87425	ROTA	ROTAVIRUS	13.18
86592	RPR	RPR	4.70
86593	RPRTI	RPR TITER	4.84
87070	RSPC	CULTURE, RESPIRATORY	9.48
87807	RSVRD	RSV RAPID	14.41
86762	RUBEL	RUBELLA IGG	15.83
G0480	SAL	SALICYLATE	125.87

86850	SCRNC	ANTIBODY SCREEN EA	10.75
89320	SEMN2	SEMEN ANALYSIS	13.54
89310	SEMVA	POST-VAS	9.47
87186	SENS	SUSCEPTIBILITY	9.52
87186	SENS3	SUSCEPTIBILITY THREE	9.52
87186	SENS4	SUSCEPTIBILITY FOUR	9.52
87186	SENS5	SUSCEPTIBILITY FIVE	9.52
89055	SLWBC	FECAL LEUKOCYTES	4.70
87081	ST24H	24HR STREP SCREEN	7.29
87046	STLC	CULTURE, STOOL	10.38
87880	STSCR	STREP A RAPID TEST	18.18
85732	SUBST	COAG SUBSTITUTION	7.12
89051	SYDIF	SYNOVIAL DIFF	6.16
84479	T3U	T3 UPTAKE	7.12
82247	TBILI	BILIRUBIN TOTAL	5.52
80307	THC	CANNABINOIDS	68.35
80198	THEO	THEOPHYLLINE	15.55
87070	THRC	CULTURE, THROAT	9.48
85670	THROM	THROMBIN TIME	6.35
83550	TIBCF	TIBC	9.61
86886	TITER	TITER	5.70
80200	TOBRP	TOBRAMYCIN PEAK	17.74
80200	TOBRR	TOBRAMYCIN RANDOM	17.74
80200	TOBRT	TOBRAMYCIN TROUGH	17.74
84155	TP	PROTEIN TOTAL	4.04
86780	TP.PA	TP.PA	14.56
84466	TRFN	TRANSFERRIN	14.04

84478	TRIG	TRIGLYCERIDES	6.31
84484	TROI	TROPONIN I	13.72
84443	TSH	TSH	18.48
84443	TSHRE	TSH REFLEX FT4	18.48
84480	TT3	T3 TOTAL	15.60
84436	TT4	TOTAL T4	7.56
87661	TVG	TRICH PROBE GENITAL	38.60
81001	UA2	UA WITH MICROSCOPIC	3.49
81003	UADIP	UA DIPSTICK	2.48
84560	UARDM	URIC ACID URINE RANDOM	5.59
81003	UBLD	BLOOD	2.48
86900	UBS02	UBS-ABO DISCREPANCY (INC. A-2 CELLS & ANTI A,B)	3.29
86900	UBS03	UBS-ABO GROUPING	3.29
86901	UBS04	UBS-RH (D) TYPING	3.29
86850	UBS07	UBS-ANTIBODY SCREEN	10.75
86850	UBS08	UBS-ANTIBODY SCREEN- GEL	10.75
86905	UBS1	UBS TYP (C,E,N,K,S)	4.21
86902	UBS10	UBS-ANTIGEN TYPING - CLASS I	6.99
86902	UBS11	UBS-ANTIGEN TYPING - CLASS II	6.99
86905	UBS12	UBS-ANTIGEN TYPING - (PATIENT)	4.21
86902	UBS13	UBS-ANTIGEN TYPING - RARE (DONATION)	6.99
86905	UBS14	UBS-ANTIGEN TYPING - RARE (SERUM SCREENING)	4.21
86156	UBS15	UBS-COLD AGGLUTININ SCREEN	8.88
86157	UBS16	UBS-COLD AGGLUTININ TITER	8.87
86880	UBS17	UBS-DIRECT ANTIGLOBULIN TEST	5.93
86905	UBS2	UBS TYP (E,S,C,FYA,JFA,JKB)	4.21

86905	UBS20	UBS-EXTENDED PHENOTYPE	4.21
86022	UBS23	UBS-PLATELET ANTIBODY ID	20.21
86022	UBS24	UBS-PLATELET CROSSMATCH	20.21
86906	UBS26	UBS-RH PHENOTYPE	8.53
86886	UBS27	UBS-TITRATION STUDIES	5.70
86850	UBS31	PREWARM TECHNIQUE	10.75
81403	UBS32	RHD GENOTYPE	203.72
81403	UBS33	RHCE GENOTYPE	203.72
81403	UBS36	MOLECULAR EXT. RBC GENO/PHENOTYPE (HEA)	203.72
82340	UCA	URINE CALCIUM	6.63
82436	UCL	URINE CHLORIDE	6.33
82570	UCREA	URINE CREATININE	5.70
89050	UEOS	URINE EOSINOPHIL COUNT	5.19
81003	UGLU	GLUCOSE URINE	2.48
81025	UHCG	URINE HCG	9.47
84703	UHCGE	URINE HCG (ED LAB)	8.27
84133	UK	URINE POTASSIUM	5.20
81003	UKET	KETONES URINE	2.48
83735	UMG	URINE MAGNESIUM	7.37
84300	UNA	URINE SODIUM	5.57
83935	UOSMO	OSMOLALITY URINE	7.50
81003	UPH	PH	2.48
84105	UPHOS	URINE PHOSPHORUS	6.36
84156	UPRDM	PROTEIN RANDOM URINE	4.04
81003	UPRO	PROTEIN	2.48
84156	UPROT	URINE TOTAL PROTEIN	4.04
81001	URFX2	UA WITH MICROSCOPIC RFX CULTURE	3.49

84550	URIC	URIC ACID	4.97
87086	URNC	CULTURE, URINE	8.88
80307	URTOX	URINE TOXICOLOGY PANEL	68.35
86902	USCRN	ANTIGEN SCREEN EACH UNIT	6.99
81003	USPG	SPEC GRAV	2.48
84560	UURAC	URINE URIC ACID	5.59
84540	UURDM	UREA NITROGEN RANDOM UA	6.12
84540	UUUN	URINE UREA NITROGEN	6.12
80164	VALP	VALPROIC ACID	14.89
80202	VANCP	VANCOMYCIN PEAK	14.89
80202	VANCR	VANCOMYCIN RANDOM	14.89
80202	VANCT	VANCOMYCIN TROUGH	14.89
86592	VDRL	VDRL (CSF)	4.70
86593	VDRLT	VDRL TITER	4.84
82306	VITD	VITAMIN D, 25-OH	32.56
81050	VOLU	VOLUME URINE	4.00
81050	VOLUM	VOLUME URINE	4.00
87184	VREC	CULTURE, VRE	8.23
86787	VZAB	VARICELLA ZOSTER AB	14.17
86788	WESTN	WEST NILE IGM	18.54
87070	WNDC	CULTURE, WOUND	9.48
87210	WTMT	WET MOUNT	6.40

X-Ray-Services

HCPCS RATE2019 TEST CODE NAME

71045 $36.00 26801936 CHEST l VIEW

71046 $36.00 26801951 CHEST2 VIEW

BUSINESS ASSOCIATE AGREEMENT

This **Business Associate Agreement** ("BAA") is entered into by and between the undersigned entity, further described and identified in the signature block ("Business Associate"), and the **El Paso County Hospital District d/b/a University Medical Center of El Paso** ("Covered Entity") collectively, the "Parties".

RECITALS:

WHEREAS, the purpose of this BAA is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS") as they may be amended, 45 C.F.R. parts 160 and 164 ("the Privacy Rules") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended, 45 C.F.R. parts 160, 162, and 164 subpart C ("the Security Rule"); and the Health Information Technology for Economic Clinical Health Act of 2009, enacted as Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act") (collectively the "HIPAA Laws"); as well as Texas laws related to privacy and security of health information, including but not limited to the Texas Medical Records Privacy Act, TEX. HEALTH & SAFETY CODE ANN. Section 181.001 *et seq*., as amended, the Texas Identity Theft Enforcement and Protection Act, TEX. BUS. & COMM. CODE Section 521.001 *et seq*., as amended, Standards Relating to the Electronic Exchange of Health Information, 1 TEX. ADMIN. CODE Section 390.1 *et seq*., as amended (collectively, the "Texas Laws"). (The HIPAA Laws and the Texas Laws are collectively referred to as the "Health Privacy Laws").

WHEREAS, Business Associate provides services to or on behalf of Covered Entity, and such other related services which are within the scope of, and necessary to achieve the obligations and responsibilities of the Business Associate in providing services to, or performing on behalf of, Covered Entity.

WHEREAS, the Parties' Service Agreement wherein Business Associate provides a service or services to Covered Entity involves the use and/or disclosure of Protected Health Information ("PHI").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. **DEFINITIONS.** Terms used but not otherwise defined in this BAA shall have the same meaning as the meaning ascribed to those terms in the applicable Health Privacy Laws.

1. **"*Breach*"** shall mean the acquisition, access, use, or disclosure of unsecured protected health information in a manner not permitted under 45 CFR §§164.500-164.534 which compromises the security or privacy of such PHI, except that the term shall not include:

    a. an unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a covered entity or a business associate if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 CFR §§164.500-164.534;

    b. any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity or business associate or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 CFR §§164.500-164.534; or

    c. a disclosure of PHI where the Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2. "***Business Associate***" shall have the meaning given to such term in 45 C.F.R. § 160.103.

3. "***Covered Entity***" shall mean **El Paso County Hospital District, d/b/a University Medical Center of El Paso, located at 4815 Alameda Ave., El Paso, TX 79905.**

4. "***Health Privacy Laws***" shall mean the HIPAA Laws and Texas Laws related to privacy and security of health information, including but not limited to the Texas Medical Records Privacy Act, the Texas Identity Theft Enforcement and Protection Act, and their related regulations and amendments.

5. "***HIPAA***" shall mean the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. Section 1320d and any current and future regulations promulgated under HIPAA, including but not limited to 45 C.F.R. Parts 160 and 164.

6. "***HIPAA Laws***" shall mean collectively HIPAA and the HITECH Act, 42 C.F.R. Part 2 (if applicable), and their related regulations and amendments.

7. **"*Individual*"** shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 C.F.R. Section 160.103, and a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

8. "***Protected Health Information ("PHI")***" is any information in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 CFR §§160.103 and 164.501. The reference to PHI is inclusive of Sensitive Personal Information (SPI) as referenced in Texas Law.

9. "***Electronic Protected Health Information ("EPHI")***" shall mean individually identifiable health information that is transmitted by or maintained in electronic media.

10. "***Privacy Rule***" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act.

11. "***Required by Law***" shall mean a mandate contained in law that compels a use or disclosure of PHI.

12. "***Secretary***" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. "***Security Rule***" shall mean the Security Standards published in 45 C.F.R. Parts 160 and 164 as amended by the HITECH Act.

14. "***Unsecured PHI***" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

B. GENERAL

1. Business Associate agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq*., as amended.

2. Business Associate agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Rules. Compliance with this paragraph is at Business Associates' own expense.

3. Business Associate agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other proceedings, including investigations, required as a result of Business Associate's services to Covered Entity. Compliance with this paragraph is at Business Associate's own expense.

C. REPRESENTATION

Business Associate represents that it is familiar with and is in compliance with the Health Privacy Laws, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

D. OBLIGATIONS OF COVERED ENTITY

1. ***Notice of Privacy Practices***. Covered Entity shall provide Business Associate with its Notice of Privacy Practices, as well as any changes to such notice, if such changes affect Business Associate's use or disclosure of PHI. "Provide" shall include posting on the Covered Entity's external website or other media to which Business Associate has access.

2. ***Revocation of Permitted Use or Disclosure of PHI***. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

3. ***Restrictions on Use or Disclosure of PHI.*** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.

4. ***Requested Uses or Disclosures of PHI.*** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Health Privacy Laws if done by Covered Entity, except that Business Associate may use or disclose PHI as necessary for Data Aggregation, management and administrative activities of Business Associate, or to carry out its legal responsibilities, provided that such uses are permitted under the Health Privacy Laws.

E. OBLIGATIONS OF BUSINESS ASSOCIATE

1. ***Nondisclosure of PHI.*** Except as otherwise permitted by this BAA or applicable law, Business Associate agrees to not use or disclose PHI except as necessary to provide services described above to or on behalf of Covered Entity, and shall not use or disclose PHI in a manner that would violate the Health Privacy Laws if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

(a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA and Texas Medical Privacy Act;

(b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that the PHI will be held confidential and further used and disclosed only as Required by Law, or for the purpose for which it was disclosed to the person or entity, and the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached;

(c) agree to notify the designated Privacy Officer of Covered Entity immediately but not later than within 24 hours of becoming aware of any instances in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this BAA or for a purpose not expressly permitted by the Health Privacy Laws;

(d) use PHI to provide data aggregation services relating to the health care operation of Covered Entity;

(e) use PHI to create de-identified information consistent with the standards set forth at 45 C.F.R. Section 164.514. Business Associate will not sell PHI or use or disclose PHI for purposes of marketing, as defined and proscribed in the Health Privacy Laws.

2. ***Limitation on Further Use or Disclosure.*** Business Associate agrees not to further use or disclose PHI or EPHI received from or on behalf of Covered Entity or created, compiled, or used by Business Associate pursuant to this BAA in a manner that would be prohibited by the Health Privacy Laws if disclosure was made by Covered Entity, or if either Business Associate or Covered Entity is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.

3. ***Minimum Necessary Requirement.*** Business Associate agrees to limit its uses, disclosures of, and requests for PHI: (a) when practical or as Required by Law, (b) to the information making up a Limited Data Set, as defined in the Health Privacy Laws, and (c) in all other cases, to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request as per 45 C.F.R. 164.502(b).

4. ***Safeguarding PHI.*** Business Associate agrees to implement administrative, physical, and technical safeguards that appropriately prevent use or disclosure of the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.

5. ***Safeguarding EPHI***. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI it creates, receives, maintains, or transmits on behalf of Covered Entity and to comply with Subpart C of 45 C.F.R. Part 164. These safeguards include, but are not limited to, the following:

   (a) Encryption of EPHI that Business Associate stores and transmits;

   (b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;

   (c) Use of update antivirus software;

   (d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and

   (e) Periodic security training.

6. ***Reporting of Breach.*** Business Associate agrees to notify Covered Entity of any breach or improper disclosure of unsecured PHI or EPHI immediately but not later than 24 hours after becoming aware of such.

   (a) Business Associate further agrees to provide Covered Entity with the following information immediately, which shall mean within ten (10) calendar days from the date of the breach or from the date the Business Associate knew or by exercising reasonable diligence would have known the breach to have occurred:

      (1) the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the breach;

      (2) a brief description of what happened, including the dates the breach occurred and was discovered;

      (3) a description of the types of unsecured protected health information that were involved in the breach;

      (4) any steps that Covered Entity or the Individual (impacted by the Breach) should take to protect himself or herself from potential harm resulting from the breach;

      (5) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against further Breaches;

      (6) contact procedures for Covered Entity to ask Business Associate questions or learn additional information from Business Associate, which shall include a telephone number, an e-mail address, and postal address;

      (7) a reproduction of the PHI or EPHI involved in the breach or improper disclosure; and

(8) a description of whether and how the PHI or EPHI involved in the breach or improper disclosure was rendered unusable, unreadable or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.

If Business Associate determines that it is infeasible to reproduce the PHI or EPHI involved in the breach, Business Associate agrees to notify Covered Entity in writing of the conditions that make reproduction infeasible and any information Business Associate has regarding the PHI or EPHI involved.

(b) Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

(c) Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review, and control of Covered Entity.

(d) In addition to the reporting under E.6, Business Associate shall notify Covered Entity of any breach of computerized sensitive personal information to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code.

7. ***Subcontractors and Agents***. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate agrees to obtain satisfactory assurances, which shall be written agreements or arrangements, according to the Health Privacy Laws, from the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this BAA. Business Associate agrees to obtain satisfactory assurance that any agent, including a subcontractor, agrees to implement reasonable appropriate safeguards to protect confidentiality, integrity, and availability of PHI or EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures, or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this BAA and/or the Health Privacy Laws.

8. ***Mitigation***. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or EPHI by Business Associate, or by a subcontractor or agent of Business Associate, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. Business Associate also agrees to inform Covered Entity in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.

9. ***Availability of Books and Records***. Business Associate shall, upon reasonable notice and prior written request make available during normal business hours at Business Associate's offices all records, books, agreements, internal practices, policies, and procedures relating to the use or disclosure of PHI to any and all persons or entities entitled to such information by law, in a time and manner so designated by Covered Entity or the Secretary, for purposes of determining the Covered Entity's and/or Business Associate's compliance with the Health Privacy Laws, that are not protected by an applicable legal privilege.

10. ***Access of Information by Individuals.*** In order for Covered Entity to respond to an Individual's request for access pursuant to 45 C.F.R. Section 164.524, Business Associate agrees to make available to Covered Entity all PHI and EPHI in Business Associate's possession or control within fifteen (15) calendar days of a written request by Covered Entity.

    In the event any Individual requests access to PHI or EPHI directly from Business Associate, Business Associate agrees to notify Covered Entity in writing within ten (10) calendar days of any request, and, upon receipt of such request, to contact Covered Entity to obtain access to the individual's PHI or EPHI.

11. ***Request for Amendment***. Business Associate agrees to notify Covered Entity in writing within ten (10) calendar days of any request by an Individual for an amendment to the Individual's PHI or EPHI and upon receipt of such request, direct the Individual to Covered Entity to request an amendment of the Individual's PHI or EPHI. Business Associate agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to in accordance with 45 C.F.R. Section 164.526 within ten (10) calendar days of receipt of the notice to incorporate the amendment(s).

12. ***Accounting of Disclosures.*** Upon receipt of any request from an Individual for an accounting of disclosures made of the Individual's PHI or EPHI, Business Associate agrees to notify Covered Entity in writing within ten (10) calendar days of any such request and upon receipt of such request from the Individual, direct the Individual to Covered Entity for an accounting of the disclosures of the Individual's PHI or EPHI. Business Associate agrees to make available to Covered Entity upon request, within five (5) calendar days of the request, the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.

13. ***Documentation of Disclosures.*** Business Associate agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. Section 164.528, as amended.

F. TERMINATION PROCEDURES

1. ***Notice of Termination***. Upon written notice to Business Associate, Covered Entity may terminate any portion of the Agreement under which Business Associate maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Business Associate, and upon Covered Entity learning of a material breach of the BAA, Covered Entity shall either:

   (a) provide a reasonable opportunity, not to exceed ten (10) calendar days, for Business Associate to cure the breach or end the violation; or

   (b) immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible; or

   (c) if neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary and/or any other personal or entity as required by the Health Privacy Laws.

2. ***Effect of Termination.*** Upon termination of this BAA for any reason, Business Associate agrees to deliver all PHI or EPHI received from Covered Entity or created, compiled, or used by Business Associate pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by Covered Entity in writing, to destroy all PHI or EPHI and retain no copies and certify to Covered Entity in writing that all PHI and EPHI not returned has been destroyed within the time frame determined by Covered Entity, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when Business Associate maintains PHI or EPHI from Covered Entity in any form. If Business Associate determines that transferring or destroying the PHI or EPHI is infeasible, Business Associate agrees:

   (a) to notify Covered Entity of the conditions that makes transfer or destruction infeasible;

   (b) to extend the protections of this BAA to such PHI or EPHI;

   (c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return or transfer to Covered Entity, or destruction infeasible; and

   (d) to return or, if requested by Covered Entity, to destroy the PHI or EPHI retained by Business Associate when it becomes feasible.

G. AMENDMENT RELATED TO PRIVACY AND SECURITY REQUIREMENTS

The Parties agree to take such action as is necessary to amend this BAA if Covered Entity, in its reasonable discretion, determines that amendment is necessary for Covered Entity to comply with Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy and Security Requirements.

H. SURVIVAL OF PRIVACY PROVISIONS

Business Associate's obligations with regard to PHI or EPHI shall survive termination of this BAA and any underlying service agreements.

I. INDEMNIFICATION

BUSINESS ASSOCIATE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, TO THE EXTENT ALLOWED BY LAW, COVERED ENTITY AND ITS RESPECTIVE EMPLOYEES, DIRECTORS, OWNERS, OFFICERS, AGENTS, OR OTHER MEMBERS OF ITS WORKFORCE (INDIVIDUALLY AND COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL LOSSES, LIABILITIES, JUDGMENTS, GOVERNMENTAL FINES AND PENALTIES, AWARDS AND COSTS (INCLUDING, WITHOUT LIMITATION, COSTS OF INVESTIGATIONS, LEGAL FEES, AND EXPENSES) ARISING OUT OF OR RELATED TO:

1. **A BREACH OF THIS BAA RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS BY BUSINESS ASSOCIATE; OR**

2. **ANY NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF BUSINESS ASSOCIATE OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, OR AGENTS, RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS, INCLUDING FAILURE TO PERFORM THEIR OBLIGATIONS UNDER THE PRIVACY AND SECURITY REQUIREMENTS.**

BUSINESS ASSOCIATE'S OBLIGATION TO INDEMNIFY ANY INDEMNIFIED PARTY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

J. EQUITABLE REMEDIES

Any disclosure or misappropriation of PHI or EPHI by Business Associate in violation of this BAA will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in action for specific performance or injunction for the posting of a bond by Covered Entity.

K. MISCELLANEOUS

1. ***Notice.*** Any notice which may be or is required to be given pursuant to the terms and provisions of this BAA will be in writing and deemed to be given: (a) upon delivery in person, (b) three (3) days after the date deposited with or sent by U.S. Mail (first class, postage paid, return receipt requested), or (c) upon receipt by commercial delivery service and addressed as follows, or to such address as Covered Entity may subsequently designate to Business Associate in writing:

Covered Entity
President & CEO
University Medical Center of El Paso
4815 Alameda Avenue
8th Floor
El Paso, TX 79905

Business Associate
The City of El Paso
Attn: Veerinder Taneja
Department of Public Health
El Paso, Texas 79901

2. ***Amendments.*** This BAA may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of the parties. Except as otherwise provided, the parties agree to take such action as is necessary to amend this BAA from time to time as is necessary to achieve and maintain compliance with the requirements of the Health Privacy Laws.
3. ***Severability***. The provisions of the BAA shall be severable, and if any provision of this BAA shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.
4. ***Waiver.*** Failure or delay on the part of either Party to exercise any right power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this BAA may be waived by either party except by in writing signed by an authorized representative of the Party making the waiver.
5. ***Counterparts***. For the convenience of parties, this BAA may be executed in multiple counterparts and by different parties hereto in separate counterparts, each of which for all purposes shall be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.
6. ***Headings.*** The descriptive headings of the articles, sections, subsections, exhibits and schedules of this BAA are inserted for convenience only, and do not constitute a part of this BAA and shall not affect in any way the meaning or interpretation of this BAA.
7. ***Entire Agreement***. This BAA, as amended from time to time, constitutes the entire agreement and understanding between the parties with respect to the services specified and agreed upon in this BAA and supersedes all prior oral or written agreements and understandings between them with respect to such services.
8. ***No Third Party Beneficiaries.*** Nothing in this BAA shall be considered or construed as conferring any right or benefit on a person not party to this BAA nor imposing any obligations on either Party hereto to persons not a party to this BAA.
9. ***Assignment.*** This BAA is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries affiliates or successor companies.

10. ***Governing Law***. This BAA and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.

11. ***Interpretation.*** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the Health Privacy Laws and any applicable state confidentiality laws. The provisions of this BAA shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this BAA or the Health Privacy Laws.

12. ***Regulatory References***. Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended, or modified.

AGREED TO AND EXECUTED in multiple originals, each of equal force, by duly authorized representatives of the undersigned Parties, to be effective on signature.

COVERED ENTITY:

El Paso County Hospital District
d/b/a University Medical Center of El Paso

By: _____
Name: R. Jacob Cintron
Title: President & CEO
Date Signed: 7/14/2025

Reviewed by Legal Department
Daniel Collins, Attorney

BUSINESS ASSOCIATE:

By: Veerinder Taneja
Name: Veerinder Taneja, MBBS; MPH
Title: Director of Public Health
Date Signed: 05/30/25

APPROVED AS TO FORM:

Mona Heydarian,
Assistant City Attorney

File #: 25-946, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

District 5
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the City Manager is authorized to sign the First Amendment to Agreement for Professional Services between City and MNK Architects for the provision of additional services by MNK Architects in exchange for additional payment by City in an amount not to exceed $150,936.85.

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

DEPARTMENT: Capital Improvement

AGENDA DATE: 8/4/25

PUBLIC HEARING DATE: 8/5/25

CONTACT PERSON NAME: Gilbert Guerrero **PHONE NUMBER:** 915-212-1803

DISTRICT(S) AFFECTED: 5

STRATEGIC GOAL:

No. 2 Set the Standard for a Safe and Secure City

SUBGOAL:

No. 2.3 Increase public safety operational efficiency

SUBJECT:

A Resolution that the City Manager is authorized to sign the First Amendment to Agreement for Professional Services between City and MNK Architects for the provision of additional services by MNK Architects in exchange for additional payment by City in an amount not to exceed $150,936.85.

BACKGROUND / DISCUSSION:

On May 26, 2020, the City of El Paso and MNK Architects, Inc. entered into an Agreement for Professional Services wherein City engaged Consultant to perform professional architect and engineering services for the El Paso Police Department's Eastside Regional Command Center ("ERCC"), in exchange for payment from the City in the amount of $2,379,046.48

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

May 26, 2020 award was made to MNK Architects for professional Engineering and design services.

AMOUNT AND SOURCE OF FUNDING:

$150,936.86 funded by 2019 Public Safety Bonds.
No Budget Transfer required.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Yvette Hernandez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, on May 26, 2020, the City of El Paso ("City") and MNK Architects, Inc. ("Consultant") entered into an Agreement for Professional Services ("Agreement") wherein City engaged Consultant to perform professional architect and engineering services for the El Paso Police Department's Eastside Regional Command Center ("ERCC"), in exchange for payment from the City in the amount of $2,379,046.48; and

WHEREAS, since commencement of the Agreement, the amount of basic and additional services has been increased by $99,433.72 through change orders approved by the City Engineer pursuant to City Engineer authority to approve increases not exceeding $100,000.00; and

WHEREAS, the parties now desire to amend the Agreement to reflect an additional increase in design services related to increased square footage of the ERCC; and

WHEREAS, in exchange for the additional services, City shall pay Consultant an additional amount not to exceed $150,936.85, thereby increasing the original contract price, including change orders, from $2,379,046.48 to $2,629,417.05.

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

THAT the City Manager is authorized to sign the First Amendment to Agreement for Professional Services between City and Consultant for the provision of additional services by Consultant in exchange for additional payment by City in an amount not to exceed $150,936.85.

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

HQ 5152 | Tran #615613 | CID
Ratification of PO for MNK Architects-ERCC Budget Adjustment-Resolution
RAB

RECEIVED
By City Clerk's Office at 7:37 am, Jul 29, 2025

THE STATE OF TEXAS)
) FIRST AMENDMENT TO AGREEMENT FOR
) PROFESSIONAL SERVICES
COUNTY OF EL PASO)

This First Amendment to the Agreement for Professional Services ("First Amendment"), is made by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("Owner"), and MKN Architects, Inc. a Texas company ("Consultant"), collectively referred herein as "Parties".

WHEREAS, on May 26, 2020 the Parties entered into an Agreement for Professional Services (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Consultant agreed to provide professional architect and engineering services for the El Paso Police Department's Eastside Regional Command Center (the "ERCC") for an amount not to exceed $2,379,046.48; and

WHEREAS, since the commencement of the Agreement in 2020, the amount of basic and additional services has been increased by $99,433.72 through change orders approved by the City Engineer pursuant to City Engineer authority to approve increases not exceeding $100,000.00; and

WHEREAS, the Parties now desire to amend the Agreement to reflect an additional increase in basic design services from the Consultant due to the increased square footage of the ERCC and increase payment to Consultant for said additional services; and

WHEREAS, in exchange for the increase in services from Consultant, City shall increase payment in an amount not to exceed $150,936.85, thereby increasing the total cost of the Agreement from $2,379,046.48 to $2,629,417.05, which includes the original contract price, all previously approved cost increases, and the current cost increase ($2,379,046.48 + $99,433.72 + $150,936.85 = $2,629,417.05).

NOW, THEREFORE, the Parties agree as follows:

1. Section 2.1 is amended in its entirety to read as follows:

   2.1 The Owner hereby agrees to retain the Consultant and 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". Such Scope of Services shall be completed in accordance with the identified phases described in Attachment "D-1".

2. Section 3.1 (Payment to Consultant) of the Agreement is amended in its entirety to read as follows:

   3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant a total amount not to exceed $2,629,417.05 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". Payments to the Consultant shall be made pursuant to Attachment "D-1".

3. Section 3.4 (Project Construction and Budget and Time) of the Agreement is amended in its entirety to read as follows:

   3.4 PROJECT CONSTRUCTION AND BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project is $30,931,498.00, 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.

4. Attachment "C" is deleted in its entirety from the Agreement and is replaced with Attachment "C-1" in order to correct the reference to the replaced Attachment "D".

5. Attachment "D" is deleted in its entirety from the Agreement and is replaced with Attachment "D-1".

6. Attachment "E" to the Agreement is hereby amended by adding the letter from Consultant dated July 22, 2025 that is attached to this Amendment.

7. Except as amended in this First Amendment, the Agreement remains in full force and effect.

(SIGNATURES BEGIN ON FOLLOWING PAGE.)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ___ day of _____, 2025, by Dionne Mack, as City Manager of the City of El Paso, Texas.

_____
Notary Public, State of Texas

My commission expires:

_____

(Consultant signatures begin on the following page.)

CONSULTANT:

Renee Jimenez

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 28 day of July, 2025, by Renee Jimenez, as the Consultant.

Alejandra Vargas
My Commission Expires
10/12/2027
Notary ID134602045

Alejandra Vargas
Notary Public, State of Texas

My commission expires:

10/12/2027

(Exhibit's on the following pages)

Attachment "C-1"

ATTACHMENT "C-1"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"ARCHITECT AND ENGINEERING SERVICES FOR EL PASO POLICE DEPARTMENT EASTSIDE REGIONAL COMMAND CENTER"** hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part I.d. of this section.

c. (I) 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-1", 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 soi I 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-1", 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-1", 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 redesi.gn 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-1", 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-1", 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-1", 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:

l. 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. I f 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.

l 1. 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-1"

ATTACHMENT "D-1"
PAYMENT SCHEDULE

For the project known as **"ARCHITECT AND ENGINEERING SERVICES FOR EL PASO POLICE DEPARTMENT EASTSIDE REGIONAL COMMAND CENTER",** hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **TWO MILLION THREE HUNDRED SEVENTY-NINE THOUSAND FORTY-SIX DOLLARS AND FORTY-EIGHT CENTS ($2,379,046.48)** 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.

Lump Sum Payment to Consultant

Report/Concept Phase	$ **523,197.97**
Preliminary Design (30% Design)	$ **155,061.63**
Pre Final Design (60% Design)	$ **603,473.41**
Final Design (90% Design)	$ **917,059.79**
Bidding	**$ 44,158.74**
Construction	$ **287,031.79**

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

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

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

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

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

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's

invoices must be separated into items that end August 31st and those that begin on September 1st of any given year, to coincide with the Owner's fiscal year.

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

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

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

DELIVERABLE SCHEDULE

CONCEPT PHASE
The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **45 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 ill-FINAL DESIGN PHASE
The services called for in **Phase** ill 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-1" and submit **one (1) copy** of all addenda to the Owner for appropriate action within **TBD (TBD) consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE
Provide services as authorized by Owner during construction phase as described in Attachment "C-1" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **TBD (TBD) days** from the date of substantial completion.

Attachment "E"

MNKARCHITECTS

July 22, 2025

City of El Paso Capital Improvement Department
Attn: Diana Ortega-Carlos, E.I.T.
Project Manager
218 N. Campbell | Second Floor | El Paso, Texas 79901
esponosaD@elpasotexas.gov
O 915.212.1833

RE: Architectural and Engineering Services for the **Eastside Regional Command Center**
Additional Services – Added SF

Thank you for the opportunity to present our fee proposal for additional services related to the **increased square footage and budget** of the Eastside Regional Command Center.

Scope of Work:
Our understanding, based on RFQ 2020-645R for the EPPD Eastside Regional Command Center, our meeting on April 28, 2020, and your feedback on May 7, 2020, was for the design of a 27,714 square foot program with a budget of $24,200,000. As you know, the project scope expanded to a program of 47,182 square feet, resulting in a final construction cost of $30,931,498.00.

Our original fee proposal calculated architectural and engineering services based on the initial construction cost of $24,200,000. This methodology was explained and agreed upon in that proposal. To determine a fair fee for professional services for both the City and MNK, we referenced the recommended fee schedule for typical Architectural Services in RS Means. As you may know, RS Means Construction Cost Data has been a recognized industry standard for calculating design fees and construction costs since 1942. Their fee schedule is structured by complexity, building type, and total project size (in thousands of dollars). According to RS Means, projects of this type and size historically result in an 8.5% fee, which, while typically excluding civil and landscape design services per their definition, we have included in our calculation, as shown below:

Total Construction Budget (as provided by the City on April 28, 2020):
$24,200,000.00 x 8.5% = $2,057,000.00
(fee for architectural services up to $24.2 million of estimated construction work)

Final Construction Cost: $30,931,498.00 x 8.5% = $2,629,177.33 Total Fee

Total Additional Compensation due to increased square footage and budget: **$572,177.33**

The City has agreed to a payment of $150,936.85 towards this adjusted fee, which represents a **discount to the City of $421,240.48** from MNK Architects. While we do not believe this fully reflects the increased scope and effort resulting from the larger facility and budget, in the interest of project close-out and our continued partnership with the City, MNK will accept the agreed payment of **$150,936.85.**

To provide greater clarity on how the adjusted fees should have been calculated and to align with the City of El Paso's preferred contractual structure, we have organized the calculations above, incorporating other individual service line items, as follows:

1 ■ Conceptual Engineering (to include programming and site master planning)

- ☐ *Facility Planning Class, via Web by MWL* — $ 4,048.00
- ☐ *Program Validation (Includes Workshop) by MWL* — $ 35,765.00
- ☐ *Cost Estimate Estimate 1: Programming* — $ 9,365.60
- ☐ *Architectural + Engineering Design (20% of $2,629,177.33)* — $ 411,400.00 + $114,435.47
- ☐ *Cost Estimate 2: Schematic Design* — $ 13,432.00
- ☐ *Renderings* — Two in Architectural Services Fee
- ☐ *Community Presentation* — $ 4,000.00
- ☐ *Travel* — $ 15,000.00

Total ***$ 493,010.60***

2 ■ Preliminary Engineering (to include site investigations, surveying etc.)

- ☐ *Geo-Technical Studies by CQC* — $ 29,727.50
- ☐ *Surveying by SLI Engineering* — $ 12,822.21
- ☐ *Platting + Traffic Study by SLI Engineering* — $ 23,216.92
- ☐ *Heliport Planning + Engineering* — $ 18,395.00
- ☐ *Fueling Station Planning + Engineering* — $ 33,900.00
- ☐ *Sustainability Consulting to Design to Two (2) Green Globes* — $ 37,000.00
  Technical advising and general support, as well as Site Assessment. Does NOT include Green Building Initiative fees; this fee does NOT include certification.

Total ***$ 155,061.63***

3 ■ Prefinal Design

- ☐ *Architectural + Engineering Design (25% of $2,629,177.33)* — $ 514,250.00 + $143,044.33
- ☐ *Furniture, Fixtures + Equipment Selection + Procurement Assistance* — $ 30,000.00
  Includes: Three presentation | meeting to discuss respectively: Decide quantities, types of furniture, and qualities; discuss + decide models; and to discuss + decide finishes, colors and textiles. Owner must select FFE procurement prior to commencing work. Fee is to select FFE + provide assistance for FFE package, for 1 procurement method.
- ☐ *Community Presentation* — $ 4,000.00
- ☐ *Cost Estimate 3: Design Development* — $ 17,489.20

Total ***$ 565,739.20***

4 ■ Final Design

- ☐ *Architectural + Engineering Design (40% of $2,629,177.33)* — $ 822,800.00 + $228,870.93
- ☐ *Cost Estimate 4: 50% CDs* — $ 17,489.20
- ☐ *Cost Estimate 5: 100% CDs* — $ 8,744.60
- ☐ *Accessibility | Submission to the TDLR by Eckhard Fennig, RAS* — $ 3,651.25
- ☐ *Community Presentation* — $ 4,000.00

Total ***$ 856,685.05***

5 ■ Bidding Phase Services *(2% of $2,101,900.00)* — ***Total $ 41,140.00 + $11,443.55***

6 ■ Construction Administration Phase Services *(13% of $2,629,177.33)* — ***Total $ 267,410.00 + $74,383.05***

ADD SERVICE TOTAL *$572,177.33*

MNK Discount *- $421,240.48*

TOTAL Agreed Additional Fee ***$150,936.85***

Thank you for your consideration. We hope that you find this fee proposal acceptable. If you require additional information, please let us know. We'd be glad to sit down and visit regarding the proposal.

Sincerely,

MNK Architects, Inc.

Renee Jimenez, AIA, LEED AP BC+D

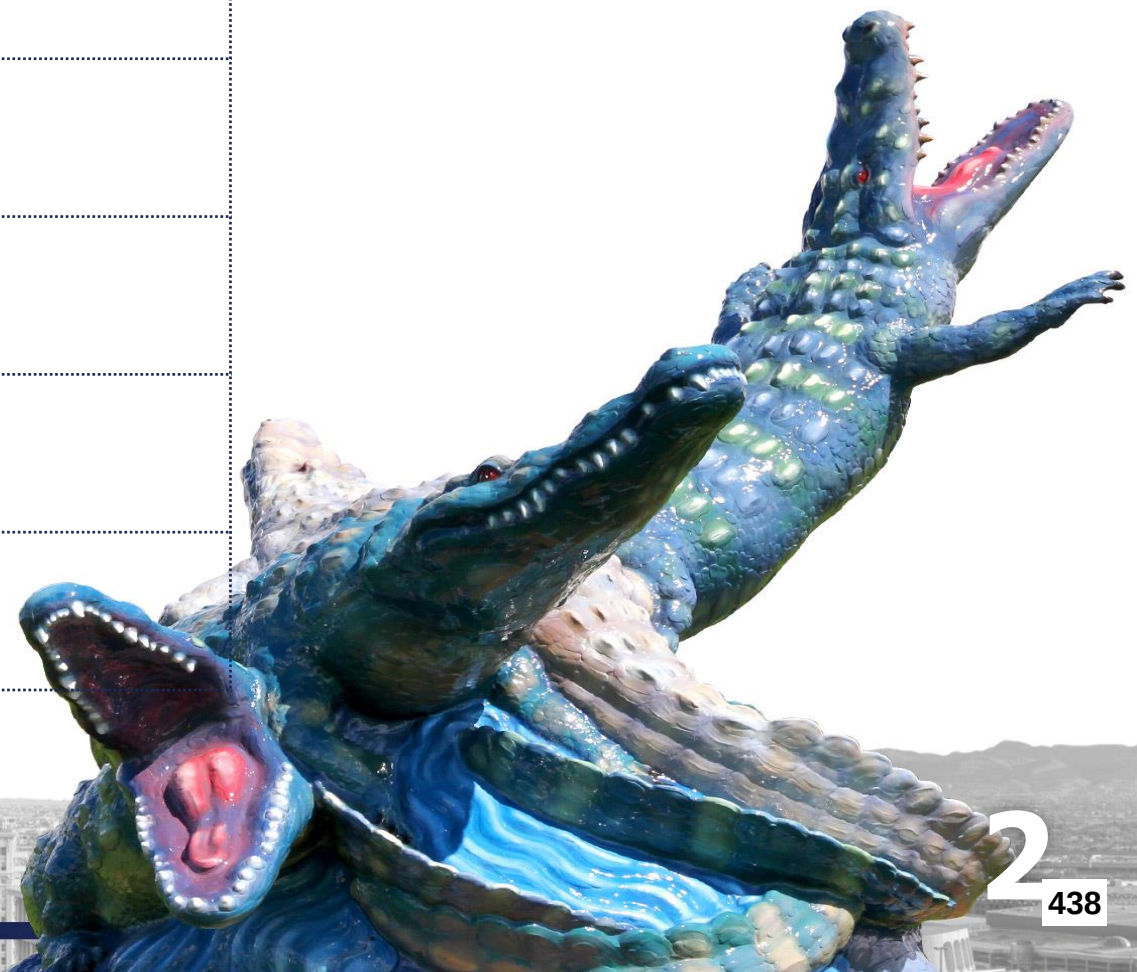
City of El Paso
Capital Improvement Department
Eastside Regional Command Center
MNK Additional Services

August 5, 2025

Strategic Plan Goal:
7) Set the standards for a Safe and Secure City

Project Details

Location:	14301 Pebble Hills Blvd.
District(s):	5
Initial Budget	$38,600,600.00
Increase	$150,936.86
Total Budget:	$38,750,936.86
Funding Source:	2019 Public Safety Bond



Project Background

- In January 14, 2020 the City issued a Request for Proposal (RFQ) for the Architecture and Engineering services of the command center with square footage of 27,714.
- In May 26, 2020 MNK was awarded the contract.
- The construction of the facility was completed in May 2024 with a total square footage of 47,182.
- In July 2024 MNK submitted a formal request for additional compensation due to the increase design efforts.
- After an extended deliberation, in May 2025, an agreement was reached to increase the contract amount by $150,936.85.
- No budget transfer required, sufficient funds are available within the project budget

Project Location



Action Requested

- **That City Council authorize the City Manager or designee to execute a contract amendment to MNK Architects in the amount of $150,936.85.**



MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES



Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN



Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES



Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

File #: 25-967, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Joseph Iglesias to the Bond Overview Advisory Committee by Representative Art Fierro, District 6.

Board Appointment Form

City Clerk's Office

Appointing Office	Art Fierro, District 6
Agenda Placement	Consent
Date of Council Meeting	08/05/25
Name of Board	Bond Overview Advisory Committee

Agenda Posting Language

Re-appointment of Joseph Iglesias to the Bond Overview Advisory Committee by Representative Art Fierro, District 6.

Appointment Type	Regular

Member Qualifications

Please see resume

Nominee Name	Joseph Iglesias
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 3
City Employed Relatives	N/A

Board Membership

Bond Overview Advisory Committee

Real estate owned in El Paso County

[redacted]

Previous Appointee	Joseph Iglesias
Reason for Vacancy	Term Expired
Date of Appointment	08/05/25
Term Begins On	01/01/25
Term Expires On	12/31/28
Term	First Term

Joseph Iglesias

[redacted]

I. Education

BA University of Texas At EL Paso(UTEP) , El Paso, TX, BIOLOGY (2013-2016)

PB Burrell College of Osteopathic Medicine(BCOM) ,Las Cruces, NM, Biomedical Foundation (2016- Present)

II. Experience

A. Account Executive/ Business Consultant

- Identify and analyze clients business model, understand their needs and wants to recommend the best management solution
- Consult on best business practices to help grow and manage our clients business
- Nurture and grow positive relationships with existing clientele and business owners
- Meet and exceed sales quotas while maintaining a 50-60% close rate
- Motivated self-starter willing to cold call to grow lead database to help increase sales

B. Top View Fitness: Co-Owner: 05/01/2019-Current

- Conducted regular reviews of financial performance, identifying areas for improvement and implementing corrective actions as needed
- Established key performance indicators (KPIs) to track financial performance and evaluate the effectiveness of financial strategies.
- Designed and executed comprehensive marketing campaigns to promote gym memberships, services, and special events.
- Implemented customer relationship management (CRM) systems to track leads, manage customer interactions, and streamline the sales process
- Recruited, trained, and developed a high-performing team of fitness trainers, front desk staff, and administrative personnel.

C. APPLE: EL PASO, TX 07/01/ 2015- 08/01/2016

- Manager in Training
- Full time Red Zone Specialist
- Lead and learn Specialist

D. SURGICAL TECHNICAN: 08/01/2014- 01/06/2015

- Assistant to medical staff during surgical procedures to include the creation and mainte-nance of sterile fields for surgical procedures
- Responsible for the sterilization process, which includes inspecting, cleaning, assembling, warping and sterilizing equipment
- Learned several steps of patient care, patient evaluation, and patient treatment preoperative and postoperative procedures as needed.
- Assist in preparing patients and operating room environment for surgery
- This does not include the manipulation of tissue (e.g., cutting, suturing, cannulating, grafting, sawing or drilling.

E. **MOTIVATE OTHER LLC; LAS CRUCES, NM 2015- PRESENT**

- OPERATIONS MANAGER/ OWNER
- IMPROVE PRODUCTIVITY AND EFFICIENCY OF PRINT SHOP
- TO BE PROACTIVE IN MAXIMIZING SALES WITH CREATING REVENUE
-

E. Under Armour, Fort Bliss, Tx; 07/01/2013-08/01/ 2015

- Sales Specialist: Allowing that the daily plan was met. Keeping up with units per transaction, dollar amount per transcation, and making sure conversion is more then 30% to keep sales to par for day,week, month, and quarterly sales.
- Standards Specialist: Development, implementation and upkeep of standards, procedures and guidelines

F. The Garden, El Paso, TX; 01/01/ 2015- 06/05/2016

- Head Supervisor: Over seeing the security of the restaurant and bar. Organizing events with structure and correlation with marketing.
- Organizing events with structure and correlation with marketing.
- To take positive action to meet department objectives and targets

G. Roof Top, El Paso, TX; 06/05/2016- 08/01/2016

- Bar Supervisor
- To communicate effectively with, and cooperate/ assist other departments at all levels when necessary
- Learned the several steps of patient care, patient evaluation, and patient treatment before and after surgery.

III. School Involvement

A. **Burrell College of Osteopathic Medicine**

- Biomedical Foundations: Student Government Representative
- Treasurer: Geriatrics Club
- WAVE:(Wellness, Alcohol, Violence, Education) New Mexico State University Collaboration Burrell College Representative
- Suns: Health Fair

B. **University Of Texas At El Paso**

- Accelerated Professional, Relevant Integrated Medical Education (A-PRIME) 2013-2016
  A-Prime Ambassador: 2013-2016
- Fundraising Chair: National Society of Leadership 2014-2016
- Recruiter: Miner Corps Ambassador: 2013-2014
- Out Reach Chair: Medical professions organization: 2013-2016

IV. RESEARCH

A. **William Beaumont Army Medical Center El Paso, TX;Fort Bliss (May 2014- August 2014)**

- Surgical Internship/ Clinical Research Under the Chief of Orthopedics Dr. Herzog
- Clinical research: New threaded titanium cages for spine fusion surgery. Research was surveying Patients chronic pain through the course of surgery using Oswestry disability index ODI and short formhealth survey-36 Pain survey. The research focused on the lumbar pain of the patient and the relief after surgery through the periods of 1 week, 4 weeks,
- Surgical internship: Focus on preventive care, Intensive care, Pain management, Metal Fusion Sterile Techniques during operations

V. Volunteer Service

A. American red cross 07/25/2007-06/01/2014

- EMC- Emergency Medical Communicator
- Military Family Assistance
- Service to Armed Forces (SAF)

B. Human Performance center 12/05/2013-06/01/2015

- Personal Trainer
- Nutrionist

C. Wounded warrior project: Under Armor Collaboration 07/2014

- Fort bliss ceremony for injured soldiers

D. Health Masters Border Therapy 09/01/2013-12/12/2013

- Physical therapist assistant

Certifications/ Awards:

- Partnerships Research Education Materials research finalist
- Protecting human research certification
- TeamStepps medical professional certification
- Health Insurance Portability and Accountability Act (HIPAA) certification
- American Muscle & Fitness personal trainer certification
- Accelerated Professional, Relevant Integrated Medical Education (A-PRIME): Medical Histo-ry taking Certification

File #: 25-950, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
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Members of the City Council, Representative Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Michael Gaglio to the Open Space Advisory Board by Representative Josh Acevedo, District 2.

Board Appointment Form

City Clerk's Office

Appointing Office	Josh Acevedo, District 2
Agenda Placement	Consent
Date of Council Meeting	08/05/25
Name of Board	Open Space Advisory Board

Agenda Posting Language

Appointment of Michael Gaglio to the Open Space Advisory Board by Representative Josh Acevedo, District 2.

Appointment Type	Regular

Member Qualifications

See resume.

Nominee Name	Michael Gaglio
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 1
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

[redacted]

Previous Appointee	Mark Wancho
Reason for Vacancy	Term Expired
Date of Appointment	08/05/25
Term Begins On	07/01/25
Term Expires On	06/30/29
Term	First Term

Michael D. Gaglio



Résumé
January 2025

Professional Summary

Michael Gaglio is a biologist with over 20 years experience providing ecological restoration with a focus on regenerative design and conservation-oriented techniques. Drawing on exposure to a wide breadth of multidisciplinary experience from around the world, manages teams that design and build site-specific restoration projects suited to the client's needs. Specializes in desert ecosystems, rainwater harvesting, green infrastructure, earthwork, re-vegetation, wetland design and construction, ecology, plant nursery, regulatory documentation as well as management, client relations, and business development. Owner and technical lead of High Desert Native Plants LLC, based in El Paso, Texas and past President of the Board of Directors of The Frontera Land Alliance. He is a 5th generation native El Pasoan, has B.S. and M.S. degrees in biology from UTEP, is an outdoor enthusiast, and a strong advocate for land and water conservation.

Licenses, Certifications & Awards

Conservation Award Audubon Society, El Paso Trans-Pecos Chapter. February 2016
Certified Water Harvester Practitioner by Watershed Management Group. May 2016
MSHA Part 48 Training & Annual Refresher for Surface, Metal and Aggregate Mines by HP Training Services. June 2015 and June 2016.
Specialized Training Mr. Gaglio has attended as well as taught numerous workshops related to water harvesting, green infrastructure, tree care, conservation, earthwork to manage drainage on unimproved roads, and ecological restoration.

Employment History

High Desert Native Plants LLC. Owner. September 2007 to Present. In charge of all aspects of the company including technical operations, management, sales, and administration.

AMEC Earth & Environmental, Inc. Environmental Scientist and Project Manager. January 1999 to August 2007. Managed the Phase I Environmental Site Assessment (ESA) and NEPA department for the El Paso office of a global engineering firm. Trained junior environmental employees and managed two full-time personnel. Performed threatened and endangered species surveys, biological studies, and environmental monitoring.

Laboratory for Environmental Biology, Univ. of Texas at El Paso. Undergraduate Research Assistant, 1995 to 1998. Graduate Research Associate 1999 to 2000. Assisted and directed ecology research efforts on several projects in the deserts of the western U.S.

Education

B.S. Biological Sciences, University of Texas at El Paso, 1998
M.S. Biological Sciences, University of Texas at El Paso, 2000. Thesis Title: Preventing Excavation by the Harvester Ant *Pogonomyrmex salinus* (Hymentoptera: FORMICIDIAE).

Languages

English – Native, Technically proficient
Spanish – Conversational

Presentations & Publications

Rainwater Harvesting with Keyline plowing, Imprinting & Seeding; Dust Mitigation on the Lordsburg Playa. Presentation to Dona Ana Soil & Water Conservation District. Watershed Conservation Presentation Series. May 27 2025

Mitigating dust storms by increasing vegetation on grazing allotments in the Lordsburg Playa in Southwest New Mexico using the K.I.S. method. Mena, Josh, M. Gaglio, L. Barnes, A. Perez. Poster presented at UTEP COURI Symposium. Aug 1, 2025.

When it Rains in El Paso; Exploring what does happen and what could happen. Presentation at El Paso Community Foundation Cultivate Forum, Jan 29, 2025.

Connecting Water to Ecology - The Native Plant Nexus; Samples of Ecological Restoration Projects and Techniques and Lessons Learned. Foro de Infraestructura Verde, Día Mundíal de Arbol. Ciudad Juarez, Chihuahua, Mexico. 12 Julio 2018

Planting the Water - Water Harvesting to Improve the World Around You. Presentation to El Paso Trans-Pecos Audubon Society, April 18, 2016 and EPCF Cultivate Forum Thursday, April 21, 2016.

Making Beautiful Places Beautiful Again - A Small Sample of Restoration Projects and Techniques. Presented to New Mexico Native Plant Society, Annual Meeting, August 1, 2014

Barr-Ardovino, J., M.D. Gaglio, D. Christiani. LEEDing with the Landscape. Presentation to Chihuahuan Desert Chapter of the US Green Building Council. June 2010

Supplemental Training and Seminar Courses Attended

Ranch Road Repair and Water Harvesting Workshop by Steve Carson, hosted by the Fort Union Ranch and sponsored by the High Plains Grassland Alliance, Las Vegas, NM. June 2016

Water Harvesting Certification Course, Watershed Management Group, Tucson, AZ. March 2016

Stream Stabilization and Restoration Workshop, NMED and NRCS Seminar, Silver City, NM, May 2011

Southwestern Willow Flycatcher Training Workshop, USFWS, Albuquerque, NM, May 2009

Multiple land conservation workshops and seminars, Land Trust Alliance Rally, Denver, CO,

October 2007

Volunteer/Community Service

El Paso Community Foundation Environmental Committee - Member. 2023 to Present. Develop, evaluate, and participate in activities related to environmental stewardship in the Greater El Paso region.

Keystone Heritage Park - Habitat Advisor. 2012 to Present.
Assist Keystone Board of Directors by hosting events and facilitating volunteer work days to plant trees, manage vegetation, build trails, build rainwater harvesting features and guide educational tours.

The Frontera Land Alliance. Board Member 2007 to 2017, President of the Board of Directors from 2009 to 2014. Mr. Gaglio's work as board member and president of El Paso's only 501(c)(3) Non-Profit Land Trust organization involves forging and maintaining partnerships with multiple stakeholders, private land-owners, and land management agencies with an end goal of land conservation. Under Mr. Gaglio's direction as president, Frontera increased its revenue by more than 400%, hired it's first executive director and received a $300,000 grant from the Department of Defense. Mr. Gaglio's leadership was instrumental in building the foundation on which Frontera has continued to successfully operate, expanding its operations and budget each year and is now recognized as the region's foremost conservation planning entity. Frontera received accreditation by the Land Trust Alliance in 2016.

Texas Parks and Wildlife Department – Volunteer for Franklin Mountains Deer Surveys. 2009 to present. Assist TPWD Urban Wildlife Biologist in conducting deer surveys in the Franklin Mountains State Park in El Paso. Mr. Gaglio participates in night-time spotting surveys and also collects deer observation data during recreational hikes and other field work.

Texas Parks and Wildlife Department – Volunteer for Dove Surveys. 2009 to present. Assist TPWD Urban Wildlife Biologists tracking population trends of Mourning Doves and White Winged Doves in El Paso by setting up capture stations and banding doves with USFWS approved bands.

References

[redacted]

File #: 25-961, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
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Members of the City Council, Representative, Alejandra Chávez, (915) 212-0001

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Stephen Nordberg to the Fair Housing Task Force, as a regular member by Representative Alejandra Chávez, District 1.

Board Appointment Form

City Clerk's Office

Appointing Office	Alejandra Chávez, District 1
Agenda Placement	Consent
Date of Council Meeting	08/05/25
Name of Board	Fair Housing Task Force

Agenda Posting Language

Appointment of Stephen Nordberg to the Fair Housing Task Force, as a regular member by Representative Alejandra Chavez, District 1.

Appointment Type	Regular

Member Qualifications

Served in the United States Air Force December 1967 to December 1971 at Carswell AFB, Fort Worth Texas, Ching Chan Kang AFB Tia Ching Taiwan, Phan Rang AFB 315 CSG Vietnam.

Graduated with Bachelor of Science Degree from the University of Minnesota Duluth June 1975 and graduated with a Master Degree in Computer Based Education from Arizona State University May 1990.

Taught in El Paso Independent School District from 1976 to December 2006 teaching 1st thru 12th grade.

Served in 2019 on the Community Development Steering Committee.

Successfully completed the 6th Neighborhood Leadership Academy in March 2012.

Nominee Name	Stephen Nordberg
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 1
City Employed Relatives	[redacted]

Board Membership

No

Real estate owned in El Paso County

[redacted]

Previous Appointee	Anibal Olague
Reason for Vacancy	Term Expired
Date of Appointment	08/05/25
Term Begins On	05/01/24
Term Expires On	04/30/27
Term	First Term

Stephen Nordberg

[redacted]

[redacted]

[redacted]

Served in the United States Air Force December 1967 to December 1971 at Carswell AFB, Fort Worth Texas, Ching Chan Kang AFB Tia Ching Taiwan, Phan Rang AFB 315 CSG Vietnam.

Graduated with Bachelor of Science Degree from the University of Minnesota Duluth June 1975 and graduated with a Master Degree in Computer Based Education from Arizona State University May 1990.

Taught in El Paso Independent School District from 1976 to December 2006 teaching 1st thru 12th grade.

I served in 2019 on the Community Development Steering Committee.

I successfully completed the 6th Neighborhood Leadership Academy in March 2012.

I am not currently serving and have never previously served on a City of El Paso Board.

[redacted]

[redacted]

I would like to serve on the Fair Housing Task Force for the City of El Paso. As a citizen of El Paso, I want to help people find affordable, fair housing. Finding a family affordable housing located near work and a good school would be a high priority.

File #: 25-908, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Tax Office, Maria O. Pasillas, (915) 212-0106

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than $2,500.00. (See Attachment B)

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

DEPARTMENT: Tax Office

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Maria O. Pasillas **PHONE NUMBER:** 915-212-0106

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

6.11 Provide efficient and effective services to taxpayers

SUBJECT:

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than $2,500.00. (See Attachment A).

BACKGROUND / DISCUSSION:

Approve property tax overpayment refunds greater than $2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____ Isaura Valdez 2025.07.18 15:03:53 -06'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

TAX REFUNDS OVER $2,500
August 5, 2025

1. United Rentals (North America), Inc (PT), in the amount of $4,291.12, made an overpayment on January 31, 2025 of 2024 taxes.
   (Geo. # 12LK-999-1206-0934)

2. United Rentals (North America), Inc (PT), in the amount of $25,639.05, made an overpayment on January 31, 2025 of 2024 taxes.
   (Geo. #2000-999-1416-0042)

Laura D. Prine
City Clerk

For Maria Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector

TAX OFFICE RECEIVED
JUL 07 2025

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901
PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

Geo No.	Prop ID
12LK-999-1206-0934	630579

Legal Description of the Property
DEALER HEAVY EQUIPMENT INV

6500 TROWBRIDGE DR

OWNER: UNITED RENTALS NORTH AMERICA INC

UNITED RENTALS NORTH AMERICA INC
C/O PROPERTY TAX GROUP
10330 DAVID TAYLOR DR
CHARLOTTE , NC 28262-2334

OP ✓
+2500

2024 OVERAGE AMOUNT $4,291.12 ✓

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient.
Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: United Rentals (North America), Inc (PT)

Address: 103 Foulk Road Suite 202 ✓

City, State, Zip: Wilmington, DE 19803

Daytime Phone No.: E-Mail Address: usunitedrentalspropertytax@deloitte.com

Step 2. Provide payment information.
Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
Check Payment	84930186	01/31/2025	$4,559.02
TOTAL AMOUNT PAID (sum of the above amounts)			

Step 3. Provide reason for this refund.
Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

- [ ] I paid this account in error and I am entitled to the refund.
- [ ] I overpaid this account. Please refund the excess to the address listed in Step 1.
- [ ] I want this payment applied to next year's taxes.
- [ ] This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.
Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED) — PRINTED NAME & DATE: Tyler Walsh 7/7/25 ✓

JMC 7/8/25

TAX OFFICE USE ONLY: ☑ Approved ☐ Denied By: NH Date: 7-7-25 ✓

TAX OFFICE RECEIVED
JUL 07 2025

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901
PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

Geo No.	Prop ID
2000-999-1416-0042	501209

Legal Description of the Property
DEALER HEAVY EQUIPMENT INV

8280 E GATEWAY BLVD

OWNER: UNITED RENTALS NORTH AMERICA INC

UNITED RENTALS NORTH AMERICA INC
C/O PROPERTY TAX GROUP
10330 DAVID TAYLOR DR
CHARLOTTE , NC 28262-2334

OP ✓
+2500

2024 OVERAGE AMOUNT $25,639.05 ✓

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient.
Show information for whomever will be receiving the refund.

Name: United Rentals (North America,) Inc. (PT)
Address: 103 Foulk Road Suite 202 ✓
City, State, Zip: Wilmington, DE 19803 ✓
Daytime Phone No.:
E-Mail Address: usunitedrentalspropertytax@deloitte.com

Step 2. Provide payment information.
Please attach copy of cancelled check, receipt, online payment confirmation or bank/credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
Check Payment	84930362	01/31/2025	$30,948.43
TOTAL AMOUNT PAID (sum of the above amounts)			

Step 3. Provide reason for this refund.
Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

- [ ] I paid this account in error and I am entitled to the refund.
- [ ] I overpaid this account. Please refund the excess to the address listed in Step 1.
- [ ] I want this payment applied to next year's taxes.
- [ ] This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.
Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)	PRINTED NAME & DATE
	Tyler Walsh 7/7/25 ✓

7/8/25
Gmc

TAX OFFICE USE ONLY: ☑ Approved ☐ Denied By: N.H Date: 7-7-25 ✓

ATTACHMENT B

TAX REFUNDS OVER $2,500
August 5, 2025

1. United Rentals (North America), Inc (PT), in the amount of $4,291.12, made an overpayment on January 31, 2025 of 2024 taxes.
   (Geo. # 12LK-999-1206-0934)

2. United Rentals (North America), Inc (PT), in the amount of $25,639.05, made an overpayment on January 31, 2025 of 2024 taxes.
   (Geo. #2000-999-1416-0042)

Laura D. Prine
City Clerk

For Maria Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector

File #: 25-949, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Alejandra Chávez in the amount of $1,000 from Summer Rain Management Group, LLC.

File #: 25-966, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contribution by Representative Art Fierro in the amount of $1,000 from Raymond Palacios.

File #: 25-929, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 3
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Airport, Tony Nevarez, (915) 212-7301

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2024-0356R ELP Solar Covered Parking-ConRac to GS Solar, LLC dba Big Sun Solar. This change order will increase referenced contract by $76,644.00 for a total estimated amount not to exceed $4,867,808.00. This change order will incorporate a revision to the specifications for the PV (photovoltaic) system canopy and the appropriate contract amount for this change. This specification revision will increase the canopy height, enabling rental agencies to maintain operations and services with their current vehicle inventory.

Department:	El Paso International Airport
Award to:	GS Solar, LLC dba Big Sun Solar
City & State:	San Antonio, TX
Current Contract Estimated Amount:	$4,791,164.00
Change Order amount:	$76,644.00
Total estimated Amount not to Exceed:	$4,867,808.00
Account(s):	562-3080-580270-62335 562-3010-62335-580270-PAP24MICRO
Funding Source(s):	Federal Aviation Administration Supplemental, Airport Enterprise Fund
District(s):	3

This was a Request for Proposals Award - service contract.

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

DEPARTMENT: El Paso International Airport
Purchasing & Strategic Sourcing
AGENDA DATE: August 5, 2025
PUBLIC HEARING DATE: **NA**
CONTACT PERSON NAME: Tony Nevarez, Director **PHONE NUMBER:** (915) 212-7301
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: 3

SUBJECT:
Request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to GS Solar, LLC dba Big Sun Solar referencing contract 2024-0356R ELP Solar Covered Parking- ConRac. This change order will increase referenced contract by $76,644.00 for a total not to exceed $4,867,808.00.

BACKGROUND DISCUSSION:
This change order will incorporate a revision to the specifications for the PV (Photovoltaic) system canopy and the appropriate contract amount for this change. This specification revision will increase the canopy height, enabling rental agencies to maintain operations and services with their current vehicle inventory for the indicated amount above.

COMMUNITY AND STAKEHOLDER OUTREACH:
N/A

SELECTION SUMMARY:
N/A

CONTRACT VARIANCE:
N/A

PROTEST
N/A

PRIOR COUNCIL ACTION:
On June 4, 2024 City Council approved the award of contract 2024-0356R to GS Solar, LLC dba Big Sun Solar for installation and maintenance for a three (3) year term and two (2) year option to extend the contract for a total amount of $4,791,164.00.

AMOUNT AND SOURCE OF FUNDING:
Amount: $76,644.00
Funding Source: FAA Grant and Airport Enterprise Fund
Account: 562-3080-580270-62335
562-3010-62335-580270-PAP24MICRO

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

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

DEPARTMENT HEAD:

Tony Nevarez, Aviation Director

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
(Change Order)

**********Posting Language Below **********

Please place the following item on the Consent Agenda for the City Council Meeting of August 5, 2025.

Award Summary:

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2024-0356R ELP Solar Covered Parking-ConRac to GS Solar, LLC dba Big Sun Solar. This change order will increase referenced contract by $76,644.00 for a total estimated amount not to exceed $4,867,808.00. This change order will incorporate a revision to the specifications for the PV (photovoltaic) system canopy and the appropriate contract amount for this change. This specification revision will increase the canopy height, enabling rental agencies to maintain operations and services with their current vehicle inventory.

Department:	El Paso International Airport
Award to:	GS Solar, LLC dba Big Sun Solar
City & State:	San Antonio, TX
Current Contract Estimated Amount:	$4,791,164.00
Change Order amount:	$ 76,644.00
Total estimated Amount not to Exceed:	$4,867,808.00
Account(s):	562-3080-580270-62335 562-3010-62335-580270-PAP24MICRO
Funding Source(s):	Federal Aviation Administration Supplemental, Airport Enterprise Fund
District(s):	3

This was a Request for Proposals Award – service contract

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Andrew Wood
Business Name	GS Solar, LLC (DBA Big Sun Solar)
Agenda Item Type	2024-0356R ELP Solar Covered Parking Con-Rac
Relevant Department	Aviation

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Andrew Wood Digitally signed by Andrew Wood Date: 2025.07.01 10:00:12 -05'00' Date: 7/1/2025

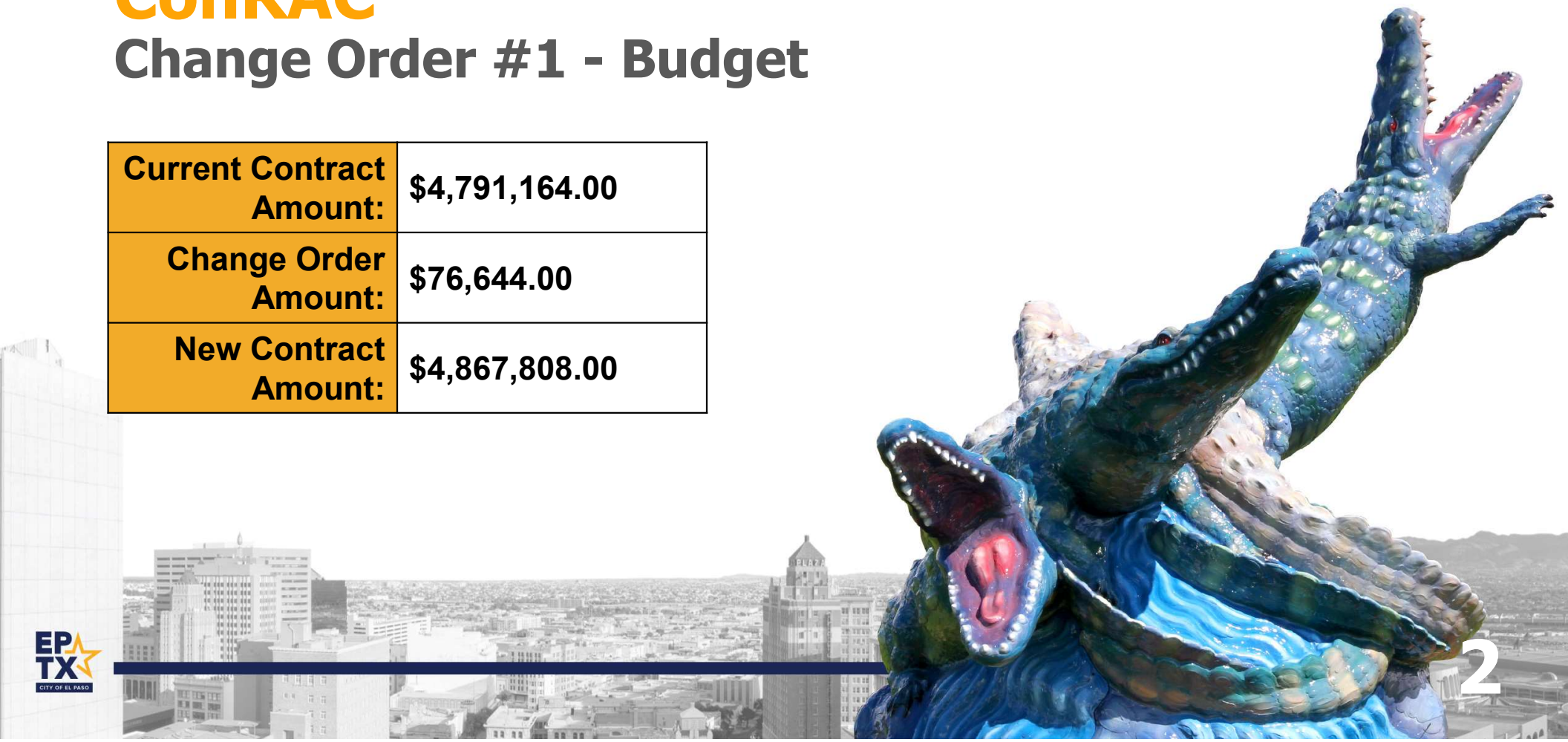
2024-0356R – ELP Solar Covered Parking – ConRAC Change Order #1

August 5, 2025

ELP Solar Covered Parking - ConRAC

Change Order #1 - Budget

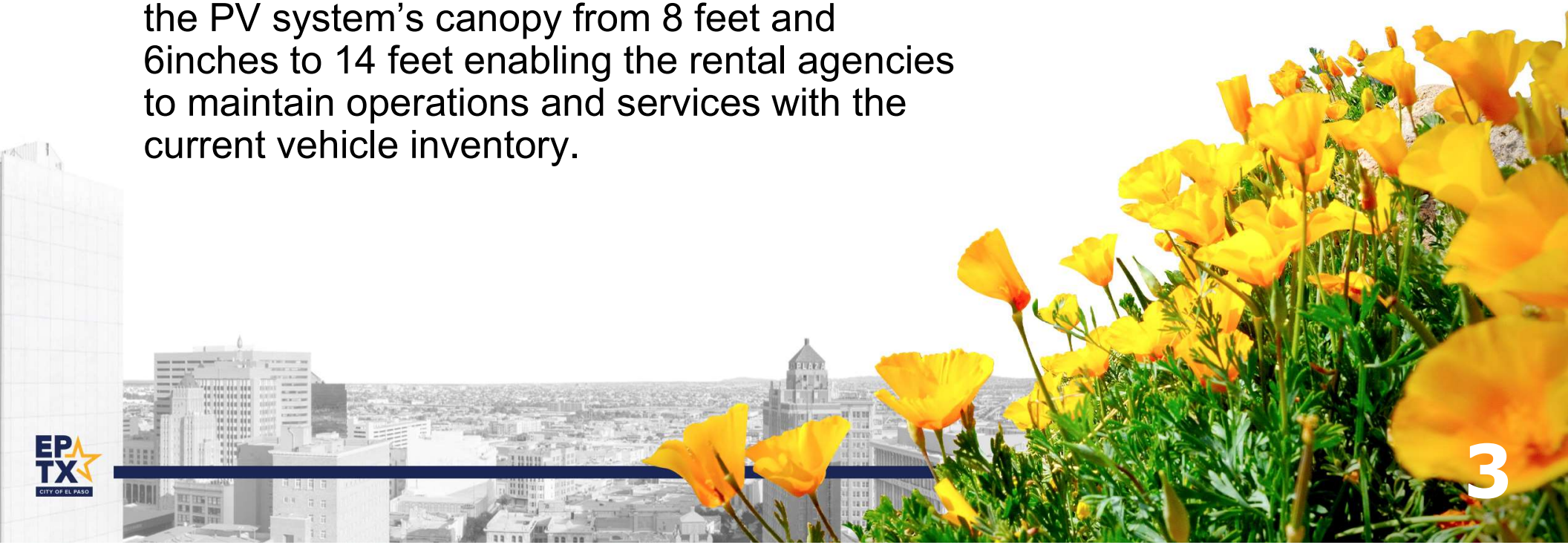
Current Contract Amount:	**$4,791,164.00**
Change Order Amount:	**$76,644.00**
New Contract Amount:	**$4,867,808.00**



ELP Solar Covered Parking - ConRAC

Change Order #1 – Scope of Work

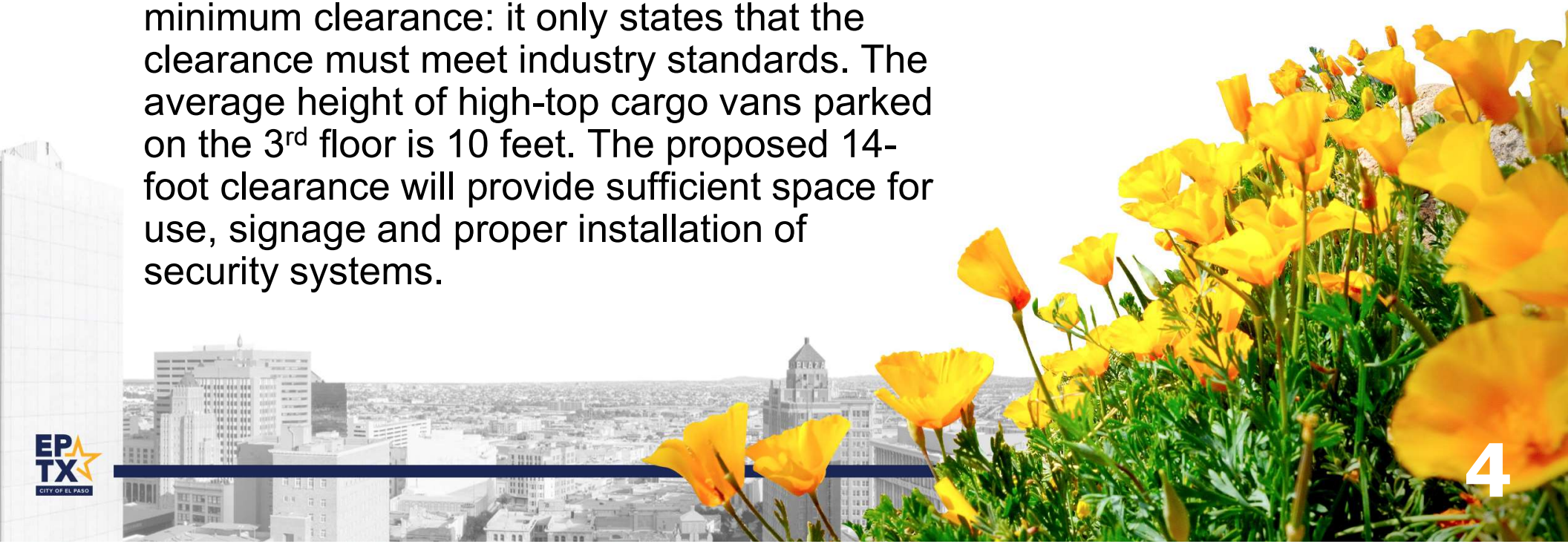
- This change order will increase the height of the PV system's canopy from 8 feet and 6inches to 14 feet enabling the rental agencies to maintain operations and services with the current vehicle inventory.



ELP Solar Covered Parking - ConRAC

Change Order #1 – Justification

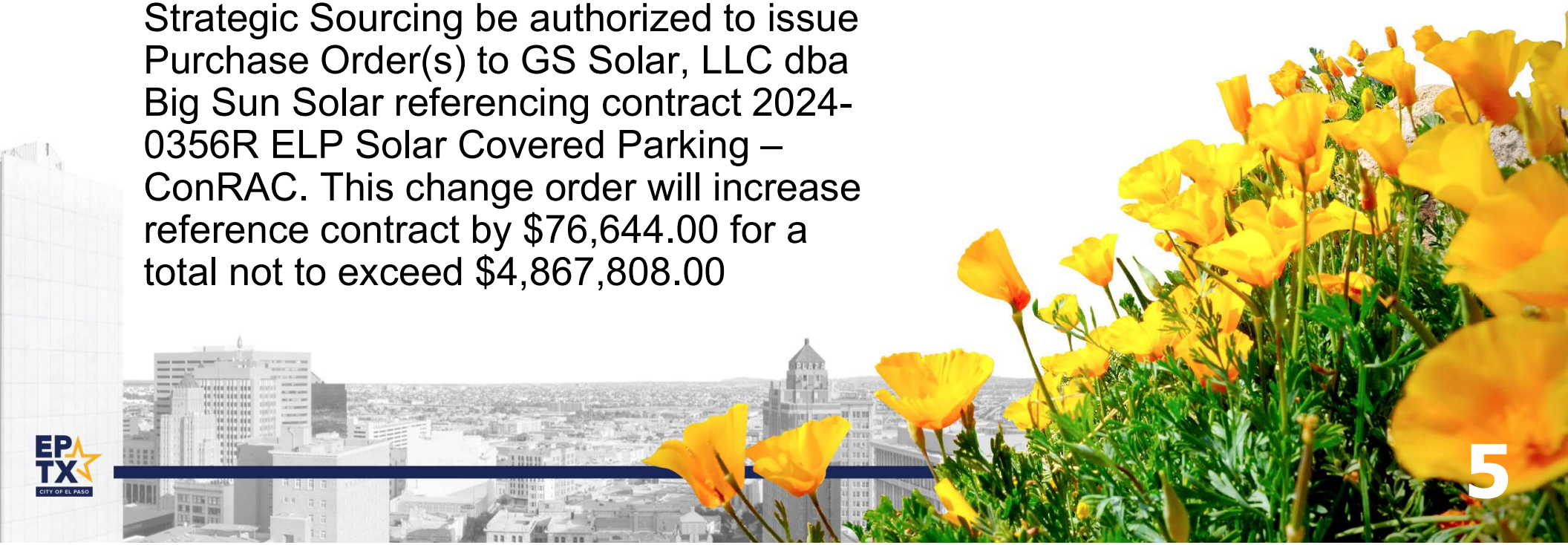
- The contract requirements do not specify a minimum clearance: it only states that the clearance must meet industry standards. The average height of high-top cargo vans parked on the 3rd floor is 10 feet. The proposed 14-foot clearance will provide sufficient space for use, signage and proper installation of security systems.



ELP Solar Covered Parking - ConRAC

Change Order #1
City Council Action

- Request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to GS Solar, LLC dba Big Sun Solar referencing contract 2024-0356R ELP Solar Covered Parking – ConRAC. This change order will increase reference contract by $76,644.00 for a total not to exceed $4,867,808.00



MISSION

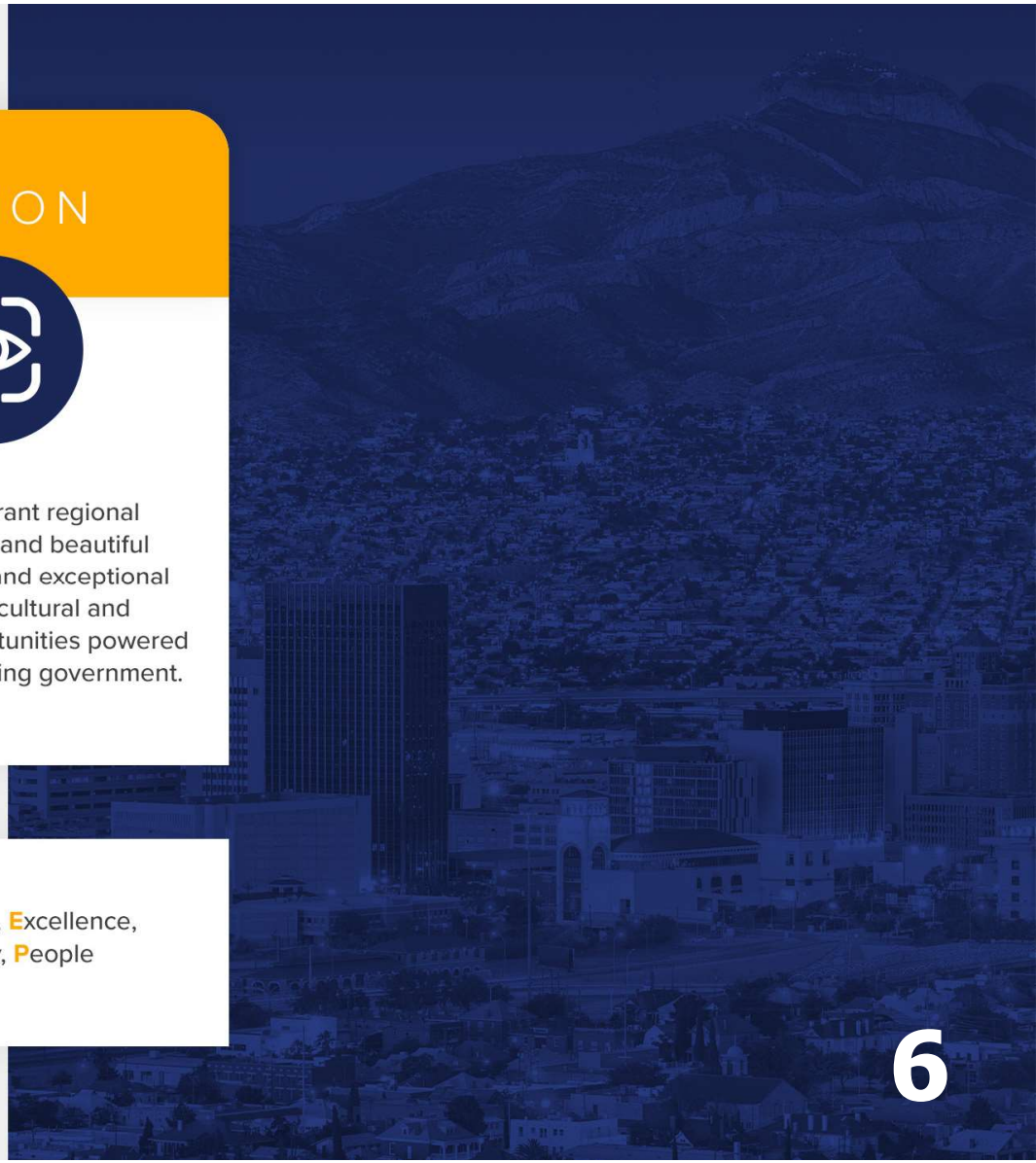
Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople



6

MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



File #: 25-932, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 2
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Police, Chief Peter Pacillas, (915) 212-4308

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2020-416 Security Services at Police Headquarters to Night Eyes Protective Services, Inc. This change order will increase referenced contract by $96,450.00 for a total estimated amount not to exceed $598,770.00. This change order will increase contract capacity until its expiration on November 26, 2025 as the month to month clause up to six months has been executed.

Department:	Police
Award to:	Night Eyes Protective Services, Inc.
City & State:	El Paso, TX
Current Contract Estimated Amount:	$502,320.00
Change Order Amount:	$96,450.00
Total Estimated Amount not to Exceed:	$598,770.00
Account(s):	321 - 1000 - 21100 - 522120
Funding Source(s):	General Fund
District:	2

This was a Best Value Bid Award - unit price contract.

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

DEPARTMENT: Police
Purchasing & Strategic Sourcing
AGENDA DATE: August 5, 2025
PUBLIC HEARING DATE: NA
CONTACT PERSON NAME: Peter Pacillas, Police Chief **PHONE NUMBER:** (915) 212-4308
Claudia A. Garcia, Director **PHONE NUMBER** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:
The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2020-416 Security Services at Police Headquarters to Night Eyes Protective Services, Inc. This change order will increase referenced contract by $96,450.00 for a total estimated amount not to exceed $598,770.00.

BACKGROUND / DISCUSSION:
This Change Order will increase contract capacity until its expiration on November 26, 2025 as the month to month clause up to six months has been executed.

COMMUNITY AND STAKEHOLDER OUTREACH:
N/A

SELECTION SUMMARY:
N/A

CONTRACT VARIANCE:
N/A

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
On March 31, 2020, City Council approved the award of contract 2020-416 Security Services at Police Headquarters to Night Eyes Protective Services, Inc., for a three (3) year term and two (2) year-option to extend the contract for at total amount of $473,200.00.

AMOUNT AND SOURCE OF FUNDING:
Amount: $96,450.00
Funding Source: General Fund
Account: 321 – 1000 – 21100 – 522120

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	NA

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

DEPARTMENT HEAD:

for A/C H. Talamantes
Peter Pacillas, Police Chief

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
(Change Order)

**********Posting Language Below **********
Please place the following item on the Consent Agenda for the City Council of August 5, 2025.

Award Summary:
The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2020-416 Security Services at Police Headquarters to Night Eyes Protective Services, Inc. This change order will increase referenced contract by $96,450.00 for a total estimated amount not to exceed $598,770.00. This Change Order will increase contract capacity until its expiration on November 26, 2025 as the month to month clause up to six months has been executed.

Department:	Police
Award to:	Night Eyes Protective Services, Inc.
City & State:	El Paso, TX
Current Contract Estimated Amount:	$502,320.00
Change Order Amount:	$96,450.00
Total Estimated Amount not to Exceed:	$598,770.00
Account(s):	321 – 1000 – 21100 – 522120
Funding Source(s):	General Fund
District:	2

This was a Best Value Bid Award - unit price contract.

File #: 25-933, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Parks & Recreation, Pablo Caballero, (915) 212-8018

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

The award of Solicitation 2025-0074 Billiard Repair & Game Room to Lowntro LP dba Roy Lowns Classic Awards & Billiards for a term of three (3) years for an estimated amount of $161,100.00. This contract will be used for repairs and maintenance for existing billiard tables to include the purchase of new gaming equipment at various recreations and senior centers.

Contract Variance:
No prior contract to compare.

Department:	Parks & Recreation
Award to:	Lowntro LP dba Roy Lowns Classic Awards & Billiards
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$53,700.00
Initial Term Estimated Award:	$161,100.00
Option Term Estimated Award:	N/A
Total Estimated Award	$161,100.00
Account(s)	451-1000-51230-533030-P5106 451-1000-51230-522150-P5106
Funding Source(s):	Other Equipment / Outside Contracts

District(s): All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Parks & Recreation Department recommend award as indicated to Lowntro LP dba Roy Lowns Classic Awards & Billiards the lowest responsive and responsible bidder.

It is requested 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 execution of this award.

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

DEPARTMENT: Parks & Recreation
Purchasing & Strategic Sourcing
AGENDA DATE: August 5, 2025
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Pablo Caballero, Director **PHONE NUMBER:** (915) 212-8018
Claudia A. Garcia, Director **PHONE NUMBER** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:
The award of Solicitation 2025-0074 Billiard Repair & Game Room to Lowntro LP dba Roy Lowns Classic Awards & Billiards for a term of three (3) years for an estimated total amount of $161,100.00.

BACKGROUND / DISCUSSION:
This contract will be used for repairs and maintenance for existing billiard tables to include the purchase of new gaming equipment at various recreations and senior centers.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-bid meeting was held on February 19, 2025. One (1) supplier was in attendance.

SELECTION SUMMARY:
Solicitation was advertised on February 11, 2025 and February 18, 2025. The solicitation was posted on City website on February 11, 2025. There were a total of ten (10) viewers online; one (1) bid was received; one (1) from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:
N/A

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $161,100.00
Funding Source: 451-1000-51230-533030-P5106
451-1000-51230-522150-P5106
Account: Other Equipment

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	N/A

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

DEPARTMENT HEADS:

Pablo Caballero, Director of Parks & Recreation

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
Low Bid

**********Posting Language Below **********

Please place the following item on the Consent Agenda for the City Council Meeting of August 5, 2025.

Award Summary:
The award of solicitation 2025-0074 Billiard Repair & Game Room to Lowntro LP dba Roy Lowns Classic Awards & Billiards for a term of three (3) years for an estimated amount of $161,100.00. This contract will be used for repairs and maintenance for existing billiard tables to include the purchase of new gaming equipment at various recreations and senior centers.

Contract Variance:
No prior contract to compare.

Department:	Parks & Recreation
Award to:	Lowntro LP dba Roy Lowns Classic Awards & Billiards
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$53,700.00
Initial Term Estimated Award:	$161,100.00
Option Term Estimated Award:	N/A
Total Estimated Award	$161,100.00
Account(s)	451-1000-51230-533030-P5106 451-1000-51230-522150-P5106
Funding Source(s):	Other Equipment / Outside Contracts
District(s):	All

This was a Low Bid Procurement – unit price contract

The Purchasing & Strategic Sourcing Department and Parks & Recreation Department recommend award as indicated to Lowntro LP dba Roy Lowns Classic Awards & Billiards the sole lowest responsive and responsible bidder.

It is requested 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 execution of this award.

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Billiard Repair & Game Room	**BID NO: 2025-0074**
BID DATE: March 12, 2025	**Department: Parks & Recreation**

				Lowntro LP DBA Roy Lowns Classic Awards & Billiards El Paso, TX Bidder 1 of 1		
Group 1 - Repair/Refurbish						
Item No.	**Description**	**Unit of Measure**	**Approximate/Estimate Quantity**	**Price**	**Yearly Total C=AXB**	**3-Year Total D=CX3**
			(A)	**(B)**	**(C)**	**(D)**
1	Re-Cover (billiard table repair)	EA	10	$ 495.00	$ 4,950.00	$ 14,850.00
2	Set of Pockets (billiard table repair)	EA	10	$ 450.00	$ 4,500.00	$ 13,500.00
3	Re-level (billiard table repair)	EA	10	$ 110.00	$ 1,100.00	$ 3,300.00
4	Set of cushions/ bumpers (billiard table repair)	EA	10	$ 255.00	$ 2,550.00	$ 7,650.00
5	Equipment move, set-up, recover, installation	EA	10	$ 795.00	$ 7,950.00	$ 23,850.00
Total					**$ 21,050.00**	**$ 63,150.00**
Group 2 - New Equipment						
Item No.	**Description**	**Unit of Measure**	**Approximate/Estimate Quantity**	**Price**	**Yearly Total C=AXB**	**3-Year Total D=CX3**
			(A)	**(B)**	**(C)**	**(D)**
6	7' Presidential Billiard Table	EA	3	$ 3,995.00	$ 11,985.00	$ 35,955.00
7	Smash 7.0 Brunswick Table Tennis - 108"L 60"W 30"H	EA	3	$ 1,695.00	$ 5,085.00	$ 15,255.00
8	Tornado Foosball Table - 56"L 30"W 36"H; 225lbs	EA	4	$ 3,895.00	$ 15,580.00	$ 46,740.00
Total					**$ 32,650.00**	**$ 97,950.00**
Group 1 and 2 Total					**$ 53,700.00**	**$ 161,100.00**

OPTION TO EXTEND THE TERM OF THE AGREEMENT	
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.	
BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:	
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)	
NO OPTION OFFERED	X
AMENDMENTS ACKNOWLEDGED:	

BIDS SOLICITED: 3 LOCAL BIDS SOLICITED: 3 BIDS RECEIVED: 1 LOCAL BIDS RECEIVED: 1 NO BID: 0

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved by X /s/
Date Approved 3/21/2025

2025-0074 Billiard Repair & Game Room
Viewers List

No.	Participant Name	City	State
1	Lowntro LP dba Roy Lown's Classic Awards and Billiards	El Paso	TX
2	Zeraus Iluminacion	El Paso	TX
3	7Dawns Solutions LLC	Frisco	TX
4	Condor Consulting Group, LLC	El Paso	TX
5	Construction Reporter	Albuquerque	NM
6	Dodge Data & Analytics	Hamilton	NJ
7	Game Room Guys	Comstock Park	MI
8	JSH HANDYMAN LLC (JSH HANDYMAN)	El Paso	TX
9	Madrigal Holdings LLC	El Paso	TX
10	The PlanIt Room	El Paso	TX

Inadequate Competition Survey

2025-0074 Billiard Repair & Game room

Number of vendors Solicited - Please enter *(Get this information from the Bidders List)*	**10**
Sample Size Scale	**17 or less - Contact** 4 **18 to 23 - Contact** 5 **24 to 27 -** 6 **28 or More - Contact** 25%
Sample Size Selected	**4**

Survey Questions:

Please indicate, why you did not respond to our soliciation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)		0%
Did not have time to respond		0%
Could not provide competitive pricing		0%
Could not meet the submission deadline		0%
Not interested does not provide that kind of good		0%
Does not have equipment	3	75%
Out of business		0%
No response	1	25%
Total	4	100%

Please provide feedback to our Specification	Number of Responses	Pct
Specifications were good or adequate		0%
Specifications were not clear		0%
Could not meet specifications	3	75%
Specifications were limited or closed		0%
Did not receive/no opinion	1	25%
Other Price set by department		0%
Total	4	100%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name: Kimberly Smith

Business Name: Roy Lowe's Classic Awards + Billiards

Agenda Item Type: _____

Relevant Department: _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 2-26-25

File #: 25-898, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 8
International Bridges, Paul Stresow, (915) 212-7502

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.010 (Definitions), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety; amending Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.030 (Parking Benefit District Requirements), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety; amending Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.060 (Application Requirements), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety; and amending Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.080 (Parking Benefit District Advisory Committee), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety.

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

DEPARTMENT: International Bridges

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/19/25

CONTACT PERSON NAME: Paul Stresow **PHONE NUMBER:** 915-212-7502

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:

Goal 1: Create an environment conducive to strong sustainable economic development

SUBGOAL:

N/A

SUBJECT:

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.010 (Definitions), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety; amending Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.030 (Parking Benefit District Requirements), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety; amending Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.060 (Application Requirements), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety; and amending Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.080 (Parking Benefit District Advisory Committee), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety.

BACKGROUND / DISCUSSION:

During the May 12, 2025 City Council Work Session meeting, Council directed boards and commissions be standardized, to provide consistent governance and operational procedures across all city boards and commissions to ensure efficient and effective public administration. Council also issued a directive to reinstate the Uptown Parking Benefit District Advisory Committee, reduce membership to five (5), require quarterly meetings, and expand the boundaries.

COMMUNITY AND STAKEHOLDER OUTREACH:

Council Directive during the May 12, 2025 City Council Work Session meeting,

PRIOR COUNCIL ACTION:

Council created the Uptown Parking Benefit District on March 6, 2018. On May 12, 2025, City Council Work Session council directed changes to the Uptown Parking Benefit District Advisory Committee.

AMOUNT AND SOURCE OF FUNDING:

Revenues collected from paid curbside parking metered spaces will be set aside up seventy-five (75) percent for a collective to fund improvements in the district with the remainder twenty-five (25) percent being set aside for International Bridges administrative costs of maintaining the meter system, to include repairs and maintenance, equipment upgrades and replacements, and connectivity fees.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Roberto Tinajero Digitally signed by Roberto Tinajero Date: 2025.07.10 10:34:31 -06'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.58 (SCHEDULES), SECTION 12.58.010 (DEFINITIONS), TO AMEND REFERENCES AND LANGUAGE REGARDING THE UPTOWN PARKING BENEFIT DISTRICT ADVISORY COMMITTEE IN ITS ENTIRETY; AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.58 (SCHEDULES), SECTION 12.58.030 (PARKING BENEFIT DISTRICT REQUIREMENTS), TO AMEND REFERENCES AND LANGUAGE REGARDING THE UPTOWN PARKING BENEFIT DISTRICT ADVISORY COMMITTEE IN ITS ENTIRETY; AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.58 (SCHEDULES), SECTION 12.58.060 (APPLICATION REQUIREMENTS), TO AMEND REFERENCES AND LANGUAGE REGARDING THE UPTOWN PARKING BENEFIT DISTRICT ADVISORY COMMITTEE IN ITS ENTIRETY; AND AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.58 (SCHEDULES), SECTION 12.58.080 (PARKING BENEFIT DISTRICT ADVISORY COMMITTEE), TO AMEND REFERENCES AND LANGUAGE REGARDING THE UPTOWN PARKING BENEFIT DISTRICT ADVISORY COMMITTEE IN ITS ENTIRETY.

WHEREAS, the El Paso City Council establishes City Boards and Commissions to inform City Council under statutory authorization or on particular issues or subjects of interest to the Council; and

WHEREAS, the City of El Paso recognizes the importance of consistent governance and operational procedures across all city boards and commissions to ensure efficient and effective public administration; and

WHEREAS, on May 12, 2025, City Council directed boards and commissions be standardized; and

WHEREAS, by Ordinance No. 018761, the El Paso City Council created the Uptown Parking Benefit District Advisory Committee (Committee) to serve as a financing tool to support public amenities that enhance the quality of life and public safety within the Uptown Parking Benefit District (District); and

WHEREAS, the El Paso City Council wishes to amend the El Paso Municipal Code enacting the Committee,.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.010 (Definitions) be amended to read:

For the purposes of this chapter, the following terms, and phrases shall have the meaning given herein, unless more specifically defined within a specific section or paragraph of this chapter. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meanings.

“Administrative costs” means the costs incurred by the city for enforcing parking restrictions and operating and maintaining parking and street infrastructure.

“Business owner”—“Resident”

SECTION 2. That Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.030 (Parking Benefit District Requirements) be amended to read:

A.—B.
C. Up to seventy-five (75) percent of the funds from the paid curbside parking spaces within the District shall be set aside to pay for improvements and administrative costs within the District, with the remaining twenty-five (25) percent reserved for parking meter maintenance, connectivity fees, and equipment upgrades. The Ordinance creating the District shall specify the percentage of funds from the paid parking spaces to be allocated to Improvements within the District.
D. Funds from the paid parking spaces may be used in conjunction with other City funds available for Improvements within the District. Authorized Improvements shall be determined by Ordinance by the El Paso City Council.

SECTION 3. That Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.060 (Application requirements) be amended to read:

A. The city manager or designee shall establish fees and submittal requirements for an application for the creation of a district and for the modification to the boundaries of an existing district. At a minimum, the application shall include:

1.—4.
5. Proposed Improvements, in priority order, to be funded by parking space revenue;
6.—7.

SECTION 4. That Title 12 (Vehicles and Traffic), Chapter 12.58 (Schedules), Section 12.58.080 (Parking benefit district advisory committee) be amended to read:

A. If an advisory committee is created, it shall be created by ordinance at the time the parking benefit district is created or any time thereafter.
B. For each district, a parking benefit district advisory committee may be appointed to make recommendations to the city council on issues relating to the district, including: potential projects to be funded with revenue generated from the district and the timing and order of such projects. The El Paso City Council shall have final approval authority over all recommendations made by the committee.
C. If created, the committee shall adopt the uniform bylaws enumerated for all committees, in addition to any specific duties listed in the ordinance.

D. Members and chair. The committee shall consist of five regular members.

1.—4.

E. Meetings. The committee shall be limited to quarterly meetings.

SECTION 5. Except as expressly herein amended, Title 12.58 of the El Paso City Code shall remain in full force and effect.

SECTION 6. Except as expressly herein amended, all other provisions of the El Paso City Code will remain in full force and effect. Any provision of this ordinance deemed illegal will be severed and the remainder will remain in effect. The requirements of this ordinance will take effect 90 days from its adoption and publication in accordance with and as provided by law and the City Charter.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Roberto Tinajero, Director
International Bridges Department

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Do not move, modify, or add any information on this box.



Uptown Parking Benefit District

- CC August 05, 2025
- Items 25 & 26

Strategic Goal

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Do not move, modify, or add any information on this box.

- Goal #1: Create an environment conducive to strong sustainable economic development

Background

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

- March 6, 2018, Uptown Parking Benefit District was created
- August 22, 2019, Uptown Parking Benefit District Advisory board recommended extending hours from 12am to 3am. Council approved
- September 26, 2019, Uptown Parking Benefit District Advisory board recommended installing meters on Robinson, Boston, Mississippi. Council approved

Recent City Council Actions

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

During the May 12, 2025 Work Session, Council directed the following actions:

1. Reinstate the Uptown Parking Benefit District's Advisory Committee
2. Reduce membership to five (5) members
3. Hold quarterly meetings
4. Expand the boundaries

Proposed Ordinance Changes

Space reserved for the ASL interpreter

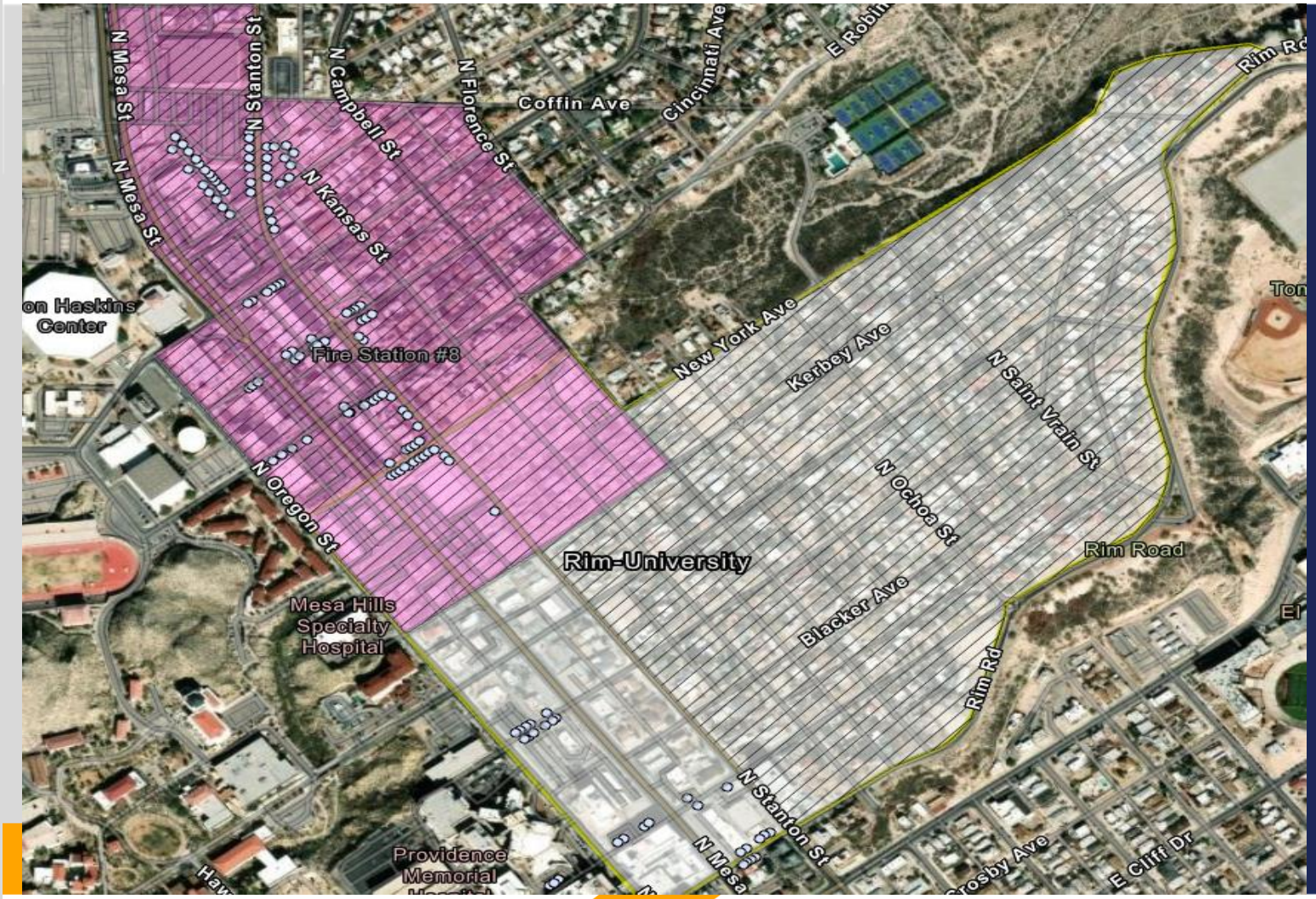
Do not move, modify, or add any information on this box.

Under Title 12 Uptown Parking Benefit District

- Reduce membership five (5) members
- Hold quarterly meetings
- Expand the boundaries
- Administrative allocation of meter funds

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Proposed Boundary Expansion

Allocation of Collected Funds

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Up to seventy-five (75) percent of the funds from the paid curbside parking spaces within the District shall be set aside to pay for improvements and administrative costs within the District, with the remaining twenty-five (25) percent reserved for parking meter maintenance, connectivity fees, and equipment upgrades.

City Council Action Request

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

That the City Council approve amendments to the municipal code Title 12, Chapter 12.58.030 (Parking Benefit District Requirements) for the reinstatement of the Uptown Parking Benefit District Advisory Committee, reducing the membership requirement to five (5) members, hold quarterly meetings, and allow up to seventy-five (75) percent of the funds collected from paid curbside parking spaces be set aside for a collective to be allocated for improvements within the district, with the remainder twenty-five (25) percent reserved for International Bridges administrative costs of maintaining the meter system, to include repairs and maintenance, equipment upgrades and replacements, and connectivity fees.

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Questions?

File #: 25-899, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 8
International Bridges, Paul Stresow, (915) 212-7502

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.230 (Schedule XX-Parking Benefit Districts), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety

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

DEPARTMENT: International Bridges

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/19/55

CONTACT PERSON NAME: Paul Stresow **PHONE NUMBER:** 915-212-7502

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:

Goal 1: Create an environment conducive to strong sustainable economic development

SUBGOAL:

N/A

SUBJECT:

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.230 (Schedule XX—Parking Benefit Districts), to amend references and language regarding the Uptown Parking Benefit District Advisory Committee in its entirety.

BACKGROUND / DISCUSSION:

During the May 12, 2025 City Council meeting, Council directed boards and commissions be standardized, to provide consistent governance and operational procedures across all city boards and commissions to ensure efficient and effective public administration. Council also provided the directive to expand the boundaries of the Uptown Parking Benefit District which allows for the neighborhoods and businesses directly affected to have representation and for funds to address needs in the residential districts.

COMMUNITY AND STAKEHOLDER OUTREACH:

Council Directive at the May 12, 2025 Council Work Session.

PRIOR COUNCIL ACTION:

Council created the Uptown Parking Benefit District on March 6, 2018 and issued the Uptown Parking Benefit District expansion of boundaries at the May 12, 2025 Council Work Session.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Roberto Tinajero Digitally signed by Roberto Tinajero Date: 2025.07.10 10:29:27 -06'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.230 (SCHEDULE XX—PARKING BENEFIT DISTRICTS), TO AMEND REFERENCES AND LANGUAGE REGARDING THE UPTOWN PARKING BENEFIT DISTRICT ADVISORY COMMITTEE IN ITS ENTIRETY.

WHEREAS, the El Paso City Council establishes City Boards and Commissions to inform City Council under statutory authorization or on particular issues or subjects of interest to the Council; and

WHEREAS, the City of El Paso recognizes the importance of consistent governance and operational procedures across all city boards and commissions to ensure efficient and effective public administration; and

WHEREAS, on May 12, 2025, City Council directed boards and commissions be standardized; and

WHEREAS, by Ordinance No. 018762, the El Paso City Council created the Uptown Parking Benefit District and boundary for the Uptown Parking Benefit District; and

WHEREAS, the El Paso City Council wishes to amend the El Paso Municipal Code enacting the Committee's designated district boundary.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.230 (Schedule XX—Parking benefit districts) be amended to read:

Uptown parking benefit district

Beginning at the southwest corner of Oregon Street and Rim Road,

Thence north along the western boundary of Oregon Street to its intersection with the northern boundary of Glory Road,

Thence east along the northern boundary of Glory Road to its intersection with the eastern boundary of North Mesa Street,

Thence north along the eastern boundary of North Mesa Street to its intersection with the southern boundary of Gregory Avenue,

Thence east along the southern boundary of Gregory Avenue to its intersection with the western boundary of Stanton Street,

Thence south along the western boundary of Stanton Street to its intersection with the northern boundary of Coffin Avenue,

Thence east along the northern boundary of Coffin Avenue to its intersection with the eastern boundary of Florence Street.

Thence south along the eastern boundary of Florence Street to its intersection with the southern boundary of Robinson Avenue,

Thence west along the southern boundary of Robinson Avenue to its intersection with the eastern boundary of Campbell Street,

Thence south along the eastern boundary of Campbell Street to its intersection with the northern boundary of New York Avenue,

Thence east along the northern boundary of New York Avenue to its intersection with the eastern boundary of North Saint Vrain St,

Thence east along the southern boundary of Arroyo Park to its intersection with the eastern boundary of Rim Road,

Thence west along the southern boundary of Rim Road to the point of beginning.

SECTION 2. Except as expressly herein amended, Title 12 (Vehicles and Traffic), chapter 12.88 (Schedules), section 12.88.230 (Schedule XX—Parking benefit districts) of the El Paso City Code shall remain in full force and effect.

SECTION 3. Except as expressly herein amended, all other provisions of the El Paso City Code will remain in full force and effect. Any provision of this ordinance deemed illegal will be severed and the remainder will remain in effect. The requirements of this ordinance will take effect 90 days from its adoption and publication in accordance with and as provided by law and the City Charter.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Mona M. Heydarian
Assistant City Attorney

Roberto Tinajero, Director
International Bridges Department

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Do not move, modify, or add any information on this box.



Uptown Parking Benefit District

- CC August 05, 2025
- Items 25 & 26

Strategic Goal

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Do not move, modify, or add any information on this box.

- Goal #1: Create an environment conducive to strong sustainable economic development

Background

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- March 6, 2018, Uptown Parking Benefit District was created
- August 22, 2019, Uptown Parking Benefit District Advisory board recommended extending hours from 12am to 3am. Council approved
- September 26, 2019, Uptown Parking Benefit District Advisory board recommended installing meters on Robinson, Boston, Mississippi. Council approved

Recent City Council Actions

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

During the May 12, 2025 Work Session, Council directed the following actions:

1. Reinstate the Uptown Parking Benefit District's Advisory Committee
2. Reduce membership to five (5) members
3. Hold quarterly meetings
4. Expand the boundaries

Proposed Ordinance Changes

Space reserved for the ASL interpreter

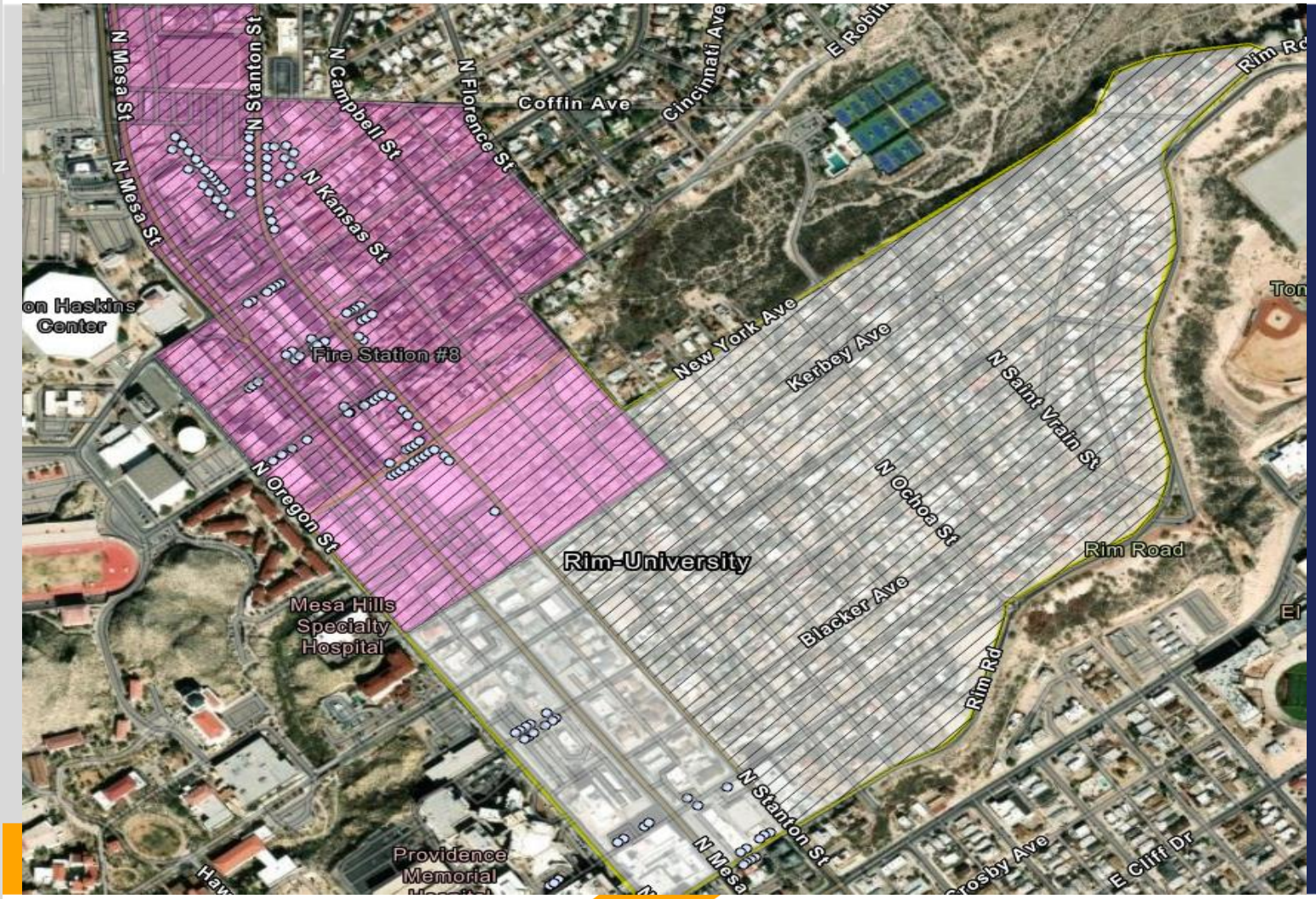
Do not move, modify, or add any information on this box.

Under Title 12 Uptown Parking Benefit District

- Reduce membership five (5) members
- Hold quarterly meetings
- Expand the boundaries
- Administrative allocation of meter funds

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



Proposed Boundary Expansion

Allocation of Collected Funds

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Up to seventy-five (75) percent of the funds from the paid curbside parking spaces within the District shall be set aside to pay for improvements and administrative costs within the District, with the remaining twenty-five (25) percent reserved for parking meter maintenance, connectivity fees, and equipment upgrades.

City Council Action Request

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

That the City Council approve amendments to the municipal code Title 12, Chapter 12.58.030 (Parking Benefit District Requirements) for the reinstatement of the Uptown Parking Benefit District Advisory Committee, reducing the membership requirement to five (5) members, hold quarterly meetings, and allow up to seventy-five (75) percent of the funds collected from paid curbside parking spaces be set aside for a collective to be allocated for improvements within the district, with the remainder twenty-five (25) percent reserved for International Bridges administrative costs of maintaining the meter system, to include repairs and maintenance, equipment upgrades and replacements, and connectivity fees.

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Questions?

File #: 25-916, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance changing the zoning of being a portion of Tract 8, Nellie D. Mundy Survey No. 239, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to G-MU (General Mixed Use), approving a master zoning plan, and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: Generally North of Talbot Ave. and West of S. Desert Blvd.
Applicant: Sangiovese, LLC PZRZ24-00021

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 9/3/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Andrew Salloum **PHONE NUMBER:** (915) 212-1603

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of being a portion of Tract 8, Nellie D. Mundy Survey No. 239, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to G-MU (General Mixed Use), approving a master zoning plan, and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: Generally North of Talbot Ave. and West of S. Desert Blvd.
Applicant: Sangiovese, LLC PZRZ24-00021

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to G-MU (General Mixed Use) and approval of a Master Zoning Plan to allow for a residential and commercial mixed-use development. City Plan Commission recommended 5-2 to approve the proposed rezoning and master zoning plan with conditions on June 18, 2025. As of July 21, 2025, the Planning Division has received three (3) in-person comments at the City Plan Commission meeting in opposition. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood association of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO._____

AN ORDINANCE CHANGING THE ZONING OF BEING A PORTION OF TRACT 8, NELLIE D. MUNDY SURVEY NO. 239, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO G-MU (GENERAL MIXED USE), APPROVING A MASTER ZONING PLAN, AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *being a portion of Tract 8, Nellie D. Mundy Survey No. 239, City of El Paso, El Paso County, Texas,* and as more particularly described by metes and bounds on the attached Exhibit "A" be changed from **R-F (Ranch and Farm) to G-MU (General Mixed Use)** and approving a Master Zoning Plan, as defined in Section 20.06.020, such land uses allowed as being reflected in the Master Zoning Plan attached as Exhibit "B" and the Master Zoning Report attached as Exhibit "C" incorporated herein for all purposes, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
    a. *Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    b. *Providing outdoor amplified sound.*
3. *A six-foot (6') high masonry wall shall be erected along the residential uses to the west.*

The Penalties for violating the standards imposed through this rezoning ordinance are found in Chapter 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

Prepared for: Jorge Sanchez
August 13, 2024

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 8, Nellie D. Mundy Survey No. 239, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at a found concrete nail in rock wall for the northwesterly corner of Lot 2, Block 1, Sun Valley Factory Shoppes as recorded in clerks File No. 20070115370, Real Property Records of El Paso County, Texas, from which a found ½" rebar for the northeasterly corner of said Lot 2, Block 1, Sun Valley Factory Shoppes bears North 89'58'00" East a distance of 1554.66 feet; Thence along the westerly line of Lot 2, Block 1, Sun Valley Factory Shoppes, South 00°00'45" West a distance of 180.00 feet to a set ½" rebar with cap marked TX 5152 for The "TRUE POINT OF BEGINNING"

Thence along said line, South 00°00'45" West a distance of 1457.60 feet to a found chiseled v on concrete gutter for a point of curve;

23.54 feet along the arc of a curve to the right which has a radius of 499.50 feet a central angle of 02°42'00" a chord which bears South 01°21'45" West a distance of 23.54 feet to a found chiseled v on concrete curb;

Thence leaving said line, South 89°58'00" West a distance of 423.42 feet to a found on the westerly line of Tract 8, Nellie D. Mundy Survey No. 239;

Thence along said line, North 00°02'00" West a distance of 296.66 feet to a found nail in rock wall;

Thence along said line, North 50°19'00" West a distance of 153.00 feet to a found ½" rebar with cap marked TX 5152;

Thence along said line, 1197.89 feet along the arc of a curve to the right which has a radius of 1332.70 feet a central angle of 51°30'00" a chord which bears North 24°34'00" West a distance of 1157.97 feet to a found ½" rebar;

Thence along said line, North 04°07'00" East a distance of 213.84 feet to a found ½" rebar with cap marked TX 5152 on the northerly line of Tract 8, Nellie D. Mundy Survey No. 239;

Thence along said line, North 89°58'00" East a distance of 71.43 feet to a set ½" rebar with cap marked TX 5152;

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

Thence leaving said line, South 00°02'00" East a distance of 180.00 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 89°58'00" East a distance of 936.76 feet to the "TRUE POINT OF BEGINNING" and containing 1,148,945 square feet or 26.38 acres of land more or less.

NOTES:

Bearings Based on the Plat of Sun Valley Factory Shoppes recorded in clerks file no. 20070115370, Real Property Records of El Paso County, Texas

A drawing of even date accompanies this description.

Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

PLAT OF SURVEY

BEING A PORTION OF TRACT 8, NELLIE D MUNDY SURVEY NO. 239, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE RESURVEY MADE BY EL PASO COUNTY, TEXAS FOR TAX PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS. CONTAINING: 26.38 ACRES OF LAND MORE OR LESS.

EASEMENT RIGHTS CREATED IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT BETWEEN EL PASO OUTLET CENTER, LLC AND TOSEP LAND COMPANY, LLC DATED 11/28/2007, RECORDED IN CLERKS FILE No. 20070110437, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.

SYMBOL LEGEND

⊕	FOUND CONTROL POINT
✚	FOUND SECTION CORNER
○	SET 1/2" REBAR W/CAP 5152
⊠	CALCULATED POINT (NOT SET)
Ⓢ	SANITARY SEWER
⊠	WATER VALVE
Ⓢ	STORM SEWER MANHOLE
▭	ELECTRIC PULL BOX
Ⓔ	ELECTRIC MANHOLE
☼	LIGHT POST
IRR CTRL BOX	IRRIGATION CONTROL BOX
⊸	TRAFFIC SIGN
BRTHR	BREATHER VENT PIPE
GM	GAS METER
WM	WATER METER
EM	ELECTRIC METER
CO	CLEANOUT
GP	GUARD POST
	FIRE HYDRANT

CBW = CINDER BLOCK WALL
DRN = DRAIN INLET
PLNTR = PLANTER
UGE—UGE— = UNDER GROUND ELECTRIC
D—D— = DRAINAGE

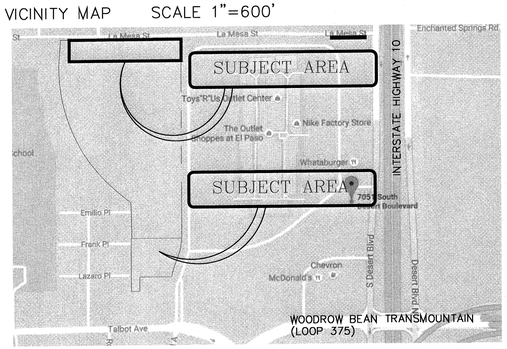
SCALE: 1"=200'

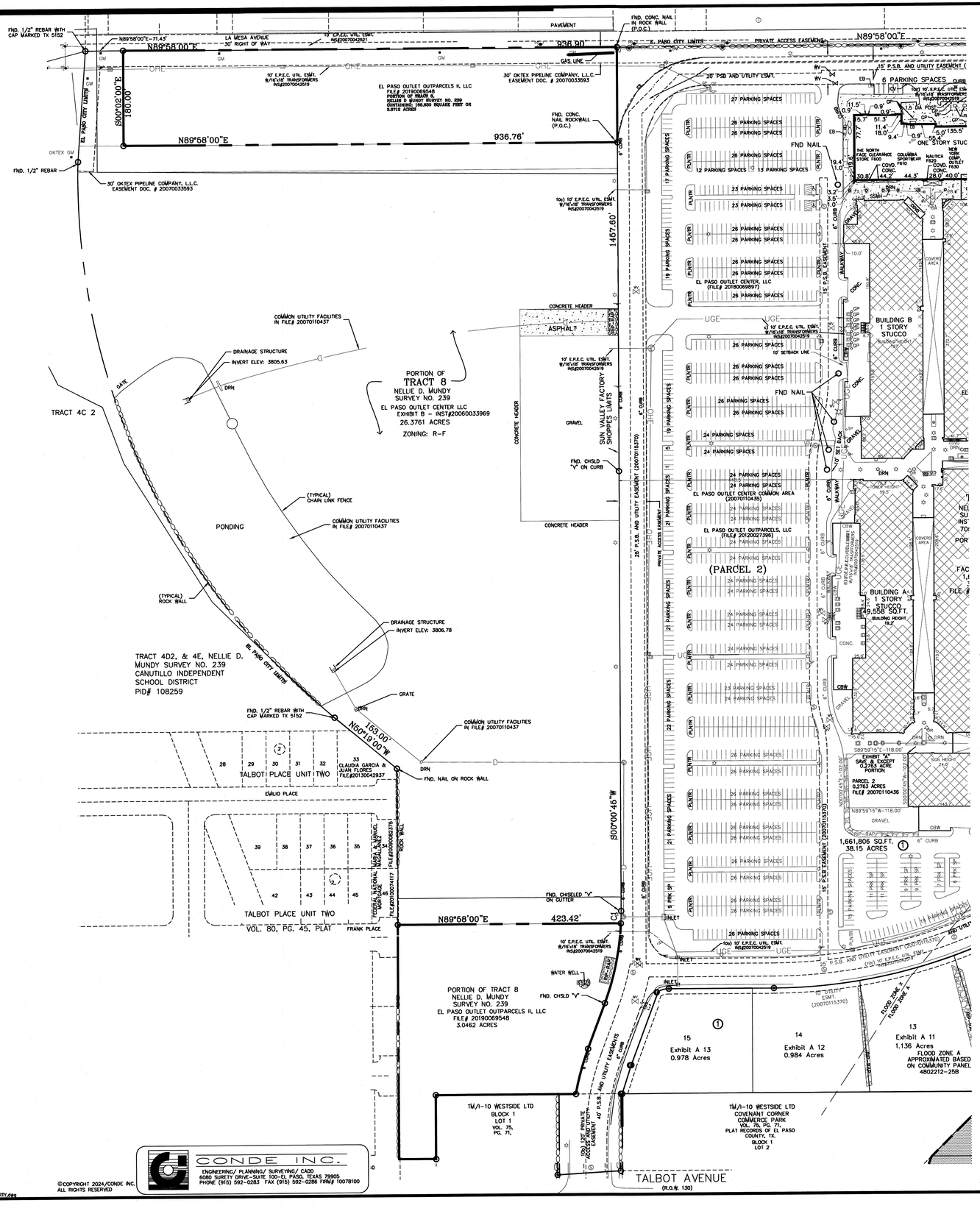
CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	499.50	23.54	11.77	23.54	S01°21'45"W	02°42'00"

NOTES:

1. BEARING BASIS IS PER PLAT OF SUN VALLEY FACTORY SHOPPES RECORDED IN CLERKS FILE No. 20070115370, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
2. A METES AND BOUNDS DESCRIPTIONS OF EVEN DATE ACCOMPANIES THIS PLAT.
3. PROPERTY IS ZONED R-F.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480212-258, DATED SEPTEMBER 17, 2008, THIS PROPERTY IS IN FLOOD HAZARD ZONE X;
5. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

VICINITY MAP SCALE 1"=600'





CONDE INC.
ENGINEERING/ PLANNING/ SURVEYING/ CADD
6080 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905
PHONE (915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

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CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

STATE OF TEXAS REGISTERED RONALD ROBERT CONDE 5152 PROFESSIONAL LAND SURVEYOR

RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

DRAWN BY: C.C. FIELD: M.S. DATE: 8-13-24 JOB NO. 323-41 CADD FILE: S:\Survey\projects\WS\MUNDY239(Outlet Mall)\LDD MUNDY239.dwg\WEST OF outlet mall TOPO OUTLET PROPERTY.dwg

EXHIBIT "B"

FRONT ELEVATION - MOB

SCALE: 1/16" = 1'-0"

FRONT ELEVATION TOWNHOMES

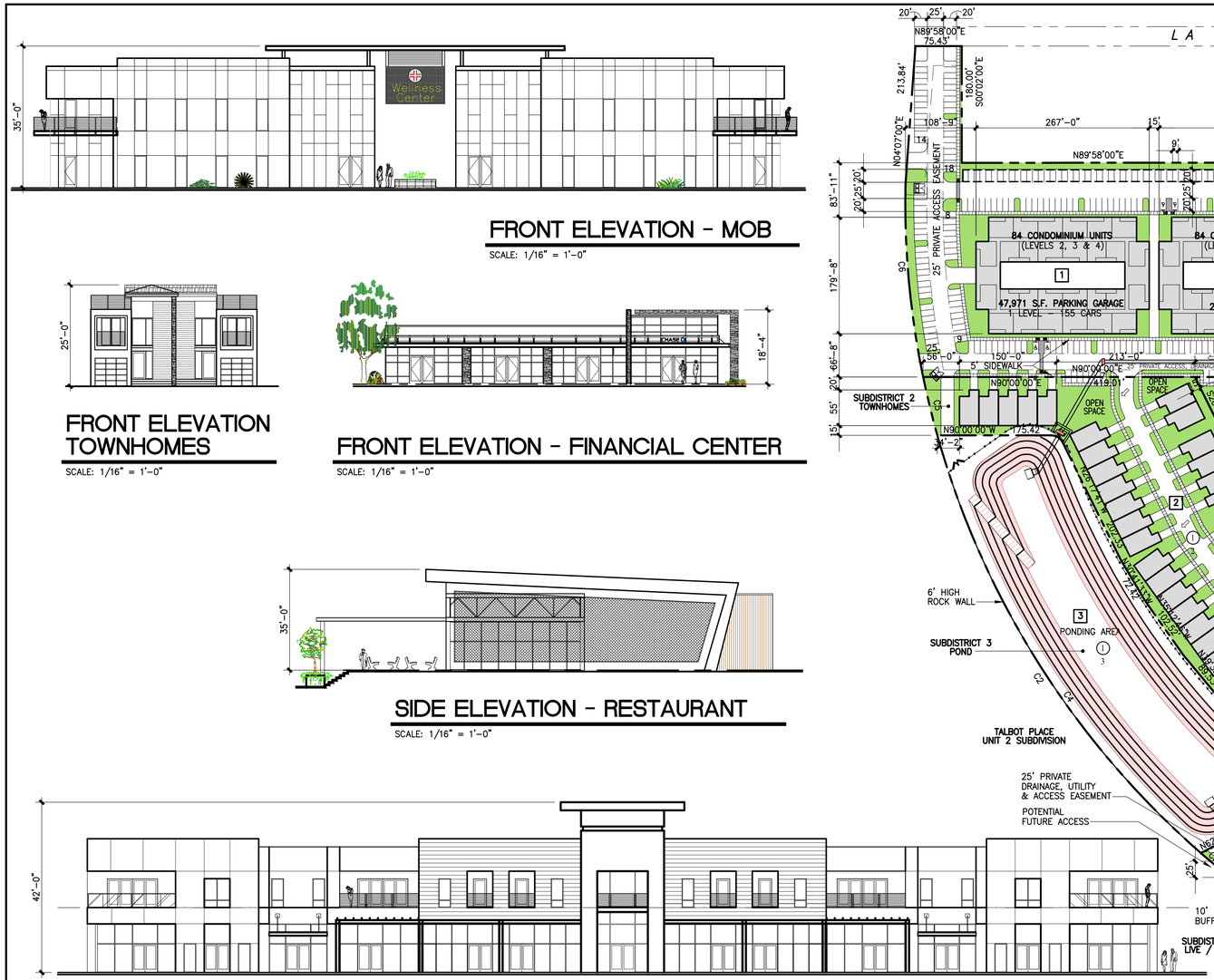
SCALE: 1/16" = 1'-0"

FRONT ELEVATION - FINANCIAL CENTER

SCALE: 1/16" = 1'-0"

SIDE ELEVATION - RESTAURANT

SCALE: 1/16" = 1'-0"



FRONT ELEVATION - LIVE/WORK

SCALE: 1/16" = 1'-0"



FRONT ELEVATION - CONDOMINIUMS

SCALE: 1/16" = 1'-0"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	499.50'	23.54'	11.77'	23.54'	N1°21'45"E	2°42'00"
C2	1332.70'	1197.89'	642.82'	1157.97'	S24°34'00"E	51°30'00"
C3	1332.70'	34.38'	17.19'	34.38'	S49°34'39"E	1°28'42"
C4	1332.70'	772.13'	397.24'	761.37'	S32°14'27"E	33°11'43"
C5	1332.70'	92.63'	46.34'	92.62'	S13°39'06"E	3°58'57"
C6	1332.70'	298.75'	150.00'	298.12'	S5°14'19"E	12°50'38"
C7	20.00'	22.24'	12.43'	21.11'	N58°08'51"W	63°42'19"

LANDSCAPING TABLE

TOTAL PARCEL AREA: 1,148,938.56 S.F. OR 26.376 ACRES
1,148,938.56 - 48,3444 (BUILDING S.F.) = 665,494.56
665,494.56 x 15% = 99,824.184 S.F. LANDSCAPING REQUIRED
24,791 S.F. OPEN AREA

INDEX OF PROPOSED USES/PARKING TABULATION

1 **CONDOMINIUMS / FINANCIAL INSTITUTION - 395,982 S.F. LAND AREA**
333,000 S.F. CONDOMINIUMS
252 TOTAL UNITS
72 - 1 BEDROOM UNITS x 1.5 =108 PARKING SPACES REQ'D. & PROVIDED
180 - 2 BEDROOM UNITS x 2 = 360 PARKING SPACES REQ'D. & PROVIDED
24 BICYCLE SPACES REQ'D.

24,741 S.F. RETAIL (10,260 S.F. COMMON AREA)
14,481 / 360 = 40 PARKING SPACES (MIN.)
14,481 / 250 = 58 PARKING SPACES (MAX.)
PARKING SPACES PROVIDED = 61
3 BICYCLE SPACES REQ'D.

28,300 S.F. POOL
14,150 / 475 = 30 PARKING SPACES (MIN.)
14,150 / 300 = 47 PARKING SPACES (MAX.)
PARKING SPACES PROVIDED = 58
28,300 S.F. SPA / EXERCISE
28,300 / 0 = 0 REQ'D.
3 BICYCLE SPACES REQ'D.

1A 3,200 S.F. FINANCIAL INSTITUTION
3,200 / 288 = 11 PARKING SPACES (MIN.)
3,200 / 200 = 16 PARKING SPACES (MAX.)
PARKING SPACES PROVIDED = 16
3 BICYCLE SPACES REQ'D.

TOTAL SPACES PROVIDED = 603

2 **TOWNHOMES - 134,335 S.F. LAND AREA**
46,500 S.F.
31 - 1,500 S.F. UNITS
2-3 BEDROOM UNITS x 2 = 62 PARKING SPACES REQ'D. & PROVIDED

3 **POND - 135,292 S.F. LAND AREA**

4 **LIVE/WORK - 226,571 S.F. LAND AREA**
15,120 S.F. APARTMENTS
8 - 2 BEDROOM APTS. = 16 PARKING SP. REQ'D. & PROVIDED
8 - 1 BEDROOM APTS. = 12 PARKING SP. REQ'D. & PROVIDED
14,400 S.F. RETAIL / 288 = 50 PARKING SPACES (MIN.)
14,400 S.F. RETAIL / 200 = 72 PARKING SPACES (MAX.)
PARKING SPACES PROVIDED = 50
3 BICYCLE SPACES REQ'D.

TOTAL PARKING PROVIDED = 106 PARKING SP.

5 **LIVE/WORK**
15,120 S.F. APARTMENTS
8 - 2 BEDROOM APTS. = 16 PARKING SP. REQ'D. & PROVIDED
8 - 1 BEDROOM APTS. = 12 PARKING SP. REQ'D. & PROVIDED
14,400 S.F. RETAIL / 288 = 50 PARKING SPACES (MIN.)
14,400 S.F. RETAIL / 200 = 72 PARKING SPACES (MAX.)
PARKING SPACES PROVIDED = 50
3 BICYCLE SPACES REQ'D.

TOTAL PARKING PROVIDED = 76 PARKING SP.

6 **LIVE/WORK**
15,120 S.F. APARTMENTS
8 - 2 BEDROOM APTS. = 16 PARKING SP. REQ'D. & PROVIDED
8 - 1 BEDROOM APTS. = 12 PARKING SP. REQ'D. & PROVIDED
14,400 S.F. RETAIL / 288 = 50 PARKING SPACES (MIN.)
14,400 S.F. RETAIL / 200 = 72 PARKING SPACES (MAX.)
PARKING SPACES PROVIDED = 50
3 BICYCLE SPACES REQ'D.

TOTAL PARKING PROVIDED = 91 PARKING SP.

7 **RESTAURANT - 148,197 S.F. LAND AREA**
5,500 S.F. SIT DOWN RESTAURANT
5,500 S.F. / 144 = 38 PARKING SPACES (MIN.)
5,500 S.F. / 100 = 55 PARKING SPACES (MAX.)
3 BICYCLE SPACES REQ'D.

TOTAL PARKING PROVIDED = 75 PARKING SP.

8 **RESTAURANT - 53,092 S.F. LAND AREA**
5,800 S.F. SIT DOWN RESTAURANT
5,800 S.F. / 144 = 40 PARKING SPACES (MIN.)
5,800 S.F. / 100 = 58 PARKING SPACES (MAX.)
3 BICYCLE SPACES REQ'D.

TOTAL PARKING PROVIDED = 81 PARKING SP.

9 **RESTAURANT - 58,552 S.F. LAND AREA**
6,000 S.F. SIT DOWN RESTAURANT
6,000 S.F. / 144 = 42 PARKING SPACES (MIN.)
6,000 S.F. / 100 = 60 PARKING SPACES (MAX.)
3 BICYCLE SPACES REQ'D.

TOTAL PARKING PROVIDED = 87 PARKING SP.

10 **MEDICAL / WELLNESS CENTER - 108,381 S.F. LAND AREA**
40,000 S.F. WELLNESS CENTER
40,000 S.F. / 288 = 139 PARKING SPACES (MIN.)
40,000 S.F. / 200 = 200 PARKING SPACES (MAX.)
7 BICYCLE SPACES REQ'D.
TOTAL PARKING PROVIDED = 174 PARKING SP.

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL
7/14/2025
DATE
Jorge M. Sanchez
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER

SITE PLAN

SCALE: 1" = 100'-0"

REVISIONS

2DCM

2DCM design development construction management
Pablo Aguirre Jr. AAIA CNU-A
(915) 920-5168
pablo@2dcm-ep.com

REGISTERED ARCHITECT * STATE OF TEXAS * PABLO ALBERTO AGUIRRE JR. 25258
El Paso, TX 17 July 2025

PROJECT:
A New Master Plan for:
Sangiovese LLC
7017, 7021, 7025, 7029, 7033 Desert South Blvd. El Paso, TX

DATE: 06-04-25
FILE NAME: Outlet Mall Masterplan

SHEET NUMBER
A-1

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL
7/14/2025
DATE
Jorge M. Sanchez
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER

MASTER ZONING PLAN
June 12,2025
Boardwalk at the Outlet - Master Zoning Plan Report for a General Mixed-Use District

INTRODUCTION

This is a 26.38-acre total planned mixed use development project located within the Sun Valley Factory Shoppes Development and Annexation agreement area known as Phase II. This site abuts Single Family units to the North and West, and the Outlet Mall Phase I and Phase II commercial areas to the South and East.

The proposed development includes Other Retail Establishment, Offices, Condominiums, and Townhome Residential uses. The project is designed to create amenities within a walkable distance of the existing neighborhood Residential and Commercial uses.

PURPOSE

The purpose of the GMU district is to encourage and promote a mix of uses in a form attractive and harmonious to its surrounding communities.

This development meets the GMU purposes by providing mix of Other Retail Establishment, office, and residential uses that will be well designed while encouraging a walkable and sustainable development.

CHARACTERISTICS

This Rezoning Acreage: 26.38
Density-maximum Floor Area ratio (FAR) of less than 55% (634,752 usable building floor area/ 1,149,113 Gross Plot area)
Density – maximum for Residential:

- Condominiums – 252 units
- Townhomes – 31 units
- Apartments – 48 units
  Total Number of Units - 331

Maximum proposed total Floor Area: 425,197 net rentable square feet, 472,441 gross square feet
Residential Lot dimension- minimum of 35 feet (width) by minimum of 90 feet (depth)
Commercial Max width of lot: 900 feet
Commercial Max depth of lot: 1,000 feet
All Building setbacks:

- Condominiums
  - Front – required 0' / provided 83'-11"
  - Rear – required 0' / provided 97'-11"
  - Side – required 0' / right side provided 84'-2" – left side provided 66'-8"
  - Side Street – required 0' / provided N/A

- Townhomes
  - Front – required 10’ / provided 20’-0”
  - Rear – required 10’ / provided 10’-0”
  - Side – required 0’ / right side provided 15’-0” – left side provided 15’-0”
  - Side Street – required 0’ / provided N/A
- Live / Work
  - Front – required 10’ / provided 16’-0”
  - Rear – required 10’ / provided 55’-6”
  - Side – required 0’ / right side provided 25’-0” – left side provided 100’-0”
  - Side Street – required 10’ / provided N/A
- Restaurants
  - Front – required 10’ / provided 84’-8”
  - Rear – required 20’ / provided 25’-0”
  - Side – required 10’ / right side provided 93’-6” – left side provided 125’-3”
  - Side Street – required 10’ / provided N/A
- Medical / Wellness Center
  - Front – required 0’ / provided 129’-8”
  - Rear – required 0’ / provided 119’-6”
  - Side – required 0’ / right side provided 93’-6” – left side provided 82’-9”
  - Side Street – required 0’ / provided N/A

Lot coverage -75% (please see Master Zoning Plan spreadsheet)
Maximum Building Height:

- Condominiums/Retail – 4 stories (62’-0” height)
- Live / Work – 2 stories (42’-0” height)
- Townhomes– 2 stories (25’-0”)
- Medical Office – 2 Stories (35’-0” height)
- Restaurants – 2 stories (35’-0” height)

Buffers – opaque native landscaping
Parking- shared parking

- Subdistrict 1
  Condominiums – 3 Buildings to include Retail / Office / Swimming Pool / Spa / Financial Center
  - Condominiums – 0.7/elderly apt; 1/efficiency apt; 1.5/one bedroom apt ; 2/two or more
    - 1 bedroom: 72 units - 108 parking spaces
    - 2 bedroom: 180 units – 360 parking spaces
    - 24 bicycles spaces req’d.
  - Retail /Office– 14,481 s.f. (1/360 GFA min. 1/250 GFA max.)
    - 40 min. spaces req’d.
    - 58 max. spaces req'd.
    - 3 bicycle spaces req’d.
  - Pool – 14,150 s.f. (1/475 GFA min. 1/300 GFA max.)
    - 30 min. spaces req’d.
    - 47 max. spaces req'd.
    - 3 bicycle spaces req'd.
  - Sauna / Exercise Room – 14,150 s.f. (None)

        - 0 spaces req'd.
    - Financial Center - 3,200 s.f. (1/288 GFA min. 1/200 GFA max.)
        - 11 min. spaces req'd.
        - 16 max. spaces req'd.
        - 3 bicycle spaces req'd.
    - Total parking spaces provided = 603
- Subdistrict 2
  Townhomes - 31 Units (2/dwelling unit)
        - 62 spaces req'd. & provided
- Subdistrict 3
  Ponding Area
- Subdistrict 4
  Live / Work – 3 Buildings to include Apartments / Retail
    - Apartments - 0.7/elderly apt; 1/efficiency apt; 1.5/one bedroom apt ; 2/two or more
        - 1 bedroom: 20 units - 30 parking spaces req'd. & provided
        - 2 bedroom: 24 units – 48 parking spaces req'd. & provided
    - Retail – 40,800 s.f. (1/360 GFA min. 1/250 GFA max.)
        - 114 min. spaces req'd.
        - 164 max. spaces req'd.
        - 9 bicycles req'd.
    - Total parking spaces provided = 273
- Subdistrict 5
  Restaurants – 17,300 s.f. (1/144 GFA min. 1/100 GFA max.)
        - 120 min. spaces req'd.
        - 173 max. spaces req'd.
        - 9 bicycles req'd.
    - Total parking spaces provided = 243
- Subdistrict 5
  Medical Office – 40,000 s.f. (1/288 GFA min. 1/200 GFA max.)
        - 139 min. spaces req'd.
        - 200 max. spaces req'd.
        - 7 bicycles req'd.
    - Total parking spaces provided = 174

Open spaces – 173,607 SF.: Green areas between structures.

Uses-

1.00-Agricultural & related operations
Veterinary treatment center (small animals but overnight boarding is not permitted)

4.00 Office
Bank/ATM/Credit Union/Financial Institution
Offices (Business, Medical, Professional)
Studio (Music/Photography/ Yoga/ Karate/ Jujitsu/ Dance, Ballet and other similar dance studios)

6.00 Medical
Outpatient Surgical Center
Imaging Center
Medical Office
Clinic
Drug Store/Pharmacy
Optical Dispensary

10.00 Personal Services
Barber Shop/ Hairdresser/ Nail Shop
Laundromat (as an accessory use within the residential uses)
Massage Parlor (as an accessory use to a Nail shop and the word "massage" or similar words are not used in the name of the business or advertised prominently)
Shoe Shop Repair

11.00 Recreational
Open Space
Amusement Game (as an accessory use consisting of arcade games in a sports bar as long as such games are not a primary source of their business and no tokens to play multiple games are sold or handed out)
Swimming Pool (as accessory private use within the residential uses)

12.00 Repair Services
Household Goods repair (but not including the sale of used goods)
Personal Goods repair (but not including the sale of used goods)

13.00 Residential (any and all residential uses must be at a "market rate" and no subsidized housing by any governmental authority or otherwise and no subsidized "work force" housing shall be permitted)
Condominiums (5 or more units)
Apartments (5 or more units)

Live Work Flex Unit
Duplex
Quadraplex
Triplex
Townhome
Single-family dwelling

14.00 Sales
Bakery
Book Store
Boutique
Delicatessen
Flower Shop
Grocery
Hobby Store
Ice Cream Parlor
Music Store
Nursery (Green House)
Other Retail Establishment
Pet Shop
Print & Copy Shop
Restaurant (Bar & Grill)
Snow Cone Stand
Specialty Shop
Sporting Goods Store
Package Liquor Store
Shopping Center

19.00 Stormwater Retention Pond (public / private)

PHASING:

- First phase will entail development of Condominiums to begin third quarter of 2025.
- Second phase will entail the development of the Commercial Retail to begin first quarter 2026.
- Third phase will entail development of the Multi-Family dwellings to begin mid-to late 2026.
- Fourth phase will include the development of Townhomes to begin late 2026 – beginning of 2027.

Purpose:

To encourage the following: a Mixed Use Development that will contain residential, office and commercial retail uses. Provide multi-modal form of transportation (pedestrian friendly) and to provide form and continuity of building and street scapes.

Relationship to Comprehensive Plan: The 2025 El Paso Comprehensive Plan designates this area as G-4 Suburban.

Zoning Category	Proposed Land Use	% of Site	Density	Lot Sizes	Lot Coverage	Yard Setbacks	Building Height	Buffers
1.00/ 4.00/ 6.00/	***Mix of Commercial/ Office and***	**100%**						
10.00/ 11.00/ 12.00/	***Residential***							
13.00/ 14.00								
	Veterinary Treatment Center *		n/a	n/a	75%	20' Rear	25' Maximum	Landscape Only
	Bank / ATM/ Credit Union/ Financial Institution		n/a	¼ Acre Minimum	75%	20' Rear	25' Maximum	Landscape Only
	Offices (Business, Medical, Professional)		n/a	n/a	75%	n/a	45' Maximum	n/a
	Studio (Dance/Music/Photography) *		n/a	n/a	75%	n/a	45' Maximum	n/a
	Clinic		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Drug Store/Pharmacy		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Optical Dispensery		n/a	1 Acre Minimum	50%	20' Front / 10'Side / 20'Rear	45' Maximum	Landscape Only
	Barber Shop/Hairdresser/ Nail Shop		n/a	n/a	75%	n/a	25' Maximum	n/a
	Laundromat *		n/a	n/a	75%	n/a	25' Maximum	n/a
	Massage Parlor *		n/a	n/a	75%	n/a	25' Maximum	n/a
	Shoe Shop Repair		n/a	n/a	75%	n/a	25' Maximum	n/a
	Open Space		n/a	n/a	50%	n/a	n/a	n/a
	Amusement Game *		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Proposed Land Use	**% of Site**	**Density**	**Lot Sizes**	**Lot Coverage**	**Yard Setbacks**	**Building Height**	**Buffers**
	Swimming Pool *		n/a	n/a	75%	n/a	45' Maximum	Landscape Only
	Household Goods repair *		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Personal Goods repair *		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Condominiums *		24/ Acre	n/a	75%	n/a	65' Maximum	n/a
	Live Work Flex Unit *		12/ Acre	n/a	75%	10' Front / 10' Rear	50' Maximum	n/a
	Duplex *		14/ Acre	n/a	75%	10' Front / 10' Rear	25' Maximum	n/a
	Quadraplex *		22/ Acre	n/a	75%	10' Front /10'Side/20'Rear	25' Maximum	Landscape Only
	Triplex *		18/ Acre	n/a	75%	n/a	25' Maximum	n/a
	Townhomes *		12/ Acre	n/a	75%	10' Front / 10' Rear	25' Maximum	n/a
	Bakery		n/a	n/a	75%	n/a	25' Maximum	n/a
	Book Store		n/a	n/a	75%	n/a	25' Maximum	n/a
	Boutique		n/a	n/a	75%	n/a	25' Maximum	n/a
	Delicatessen		n/a	n/a	75%	n/a	25' Maximum	n/a
	Hobby Store		n/a	n/a	75%	n/a	35' Maximum	n/a
	Flower Shop		n/a	n/a	75%	n/a	25' Maximum	n/a
	Grocery		n/a	n/a	75%	n/a	25' Maximum	n/a
	Ice Cream Parlor		n/a	n/a	75%	n/a	25' Maximum	n/a
	Music Store		n/a	n/a	75%	n/a	25' Maximum	n/a
	Nursery (Green House)		n/a	½ Acre Minimum	25%	10' Front /10'Side/20'Rear	25' Maximum	Landscape Only
	Other Retail (Low Volume)		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Pet Shop		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Print & Copy Shop		n/a	n/a	75%	10' Front /10'Side/20'Rear	25' Maximum	Landscape Only
	Restaurant		n/a	n/a	75%	10' Front /10'Side/20'Rear	35' Maximum	Landscape Only
	Proposed Land Use	**% of Site**	**Density**	**Lot Sizes**	**Lot Coverage**	**Yard Setbacks**	**Building Height**	**Buffers**
	Snow Cone Stand		n/a	n/a	75%	n/a	25' Maximum	n/a
	Specialty Shop		n/a	n/a	75%	10' Front /10'Side/20'Rear	25' Maximum	Landscape Only
	Sporting Goods Store		n/a	n/a	75%	10' Front /10'Side/20'Rear	25' Maximum	Landscape Only

* Refer to Master Zoning Plan restrictions and clarifications.

Talbot and S. Desert

City Plan Commission — June 18, 2025

REZONING

CASE NUMBER:	**PZRZ24-00021**
CASE MANAGER:	Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	Sangiovese, LLC
REPRESENTATIVE:	Conde, Inc.
LOCATION:	Generally North of Talbot Ave. and West of S. Desert Blvd. (District 1)
PROPERTY AREA:	29.42 Acres
REQUEST:	Rezone from R-F (Ranch and Farm) to G-MU (General Mixed Use)
RELATED APPLICATIONS:	SUSU25-00018 Boardwalk at the Outlet
PUBLIC INPUT:	None received as of June 12, 2025

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to G-MU (General Mixed Use) and approval of a Master Zoning Plan to allow for a residential and commercial mixed-use development.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request and master zoning plan. The proposed development is in character with other uses in its proximity and is in keeping with the policies of the G-4, Suburban (Walkable) Land Use Designation of *Plan El Paso*, and the City's adopted Comprehensive Plan. The recommended conditions are the following:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
    a. *Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    b. *Providing outdoor amplified sound.*
3. *A six-foot (6') high masonry wall shall be erected along the western property line abutting Talbot Place Unit 2 Subdivision.*

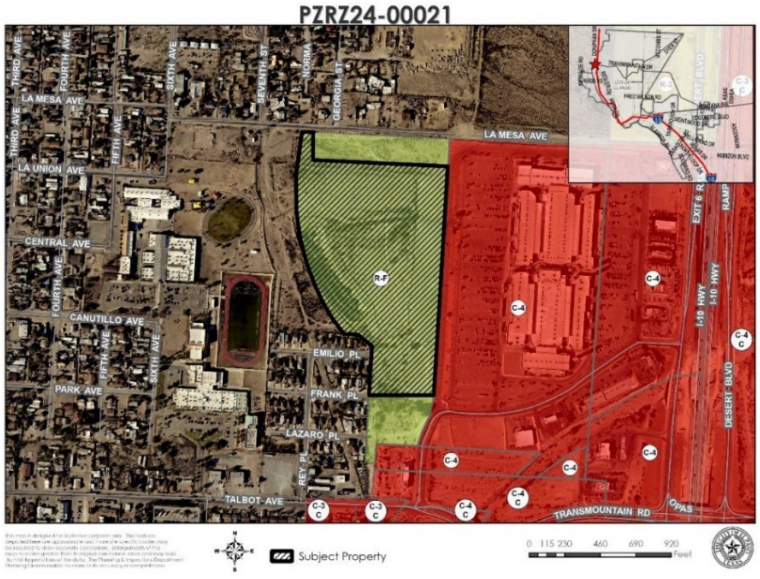


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the 26.38-acre subject property from R-F (Ranch and Farm) to G-MU (General Mixed Use) and approval of a Master Zoning Plan to allow for a mixed-use development. The development proposes twelve (12) commercial buildings and seven (7) attached townhouse buildings with height ranging from eighteen feet (18') to sixty-five (65'). Open space is distributed throughout the development. The development is providing adequate parking to meet the needs of this development. This development is compliant with required vehicular and bicycle parking and landscaping. Access is provided from La Mesa Street and Talbot Avenue via a private access easement in the development area.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed mixed-use development is in character with the surrounding neighborhood. Properties to the north are zoned R-F (Ranch and Farm) with property located within El Paso's 5-Mile Extraterritorial Jurisdiction (ETJ) consisting of vacant and single-family dwellings. To the east, the property is zoned C-4 (Commercial) consisting of a shopping mall. To the south is zoned R-F (Ranch and Farm) consisting of a vacant lot. The property to the west is within El Paso's 5-Mile ETJ consisting of single-family dwellings, elementary and middle schools. The closest school is Alderete Middle School within 0.34 miles and the closest park is Westside Sports Complex Park within 1.2 miles.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The G-MU (General Mixed Use) zone district is compatible with the future land use map designation and will allow the subject property to be developed to provide a mix of uses on the property.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **G-MU (General Mixed Use):** The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.	Yes. The proposed zoning district is compatible with the nearby C-4 (Commercial) zoning district and residential in the extraterritorial jurisdiction (ETJ), which consist of shopping mall and a mix of commercial and residential uses in the area.

Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property is located along La Mesa Street classified as a proposed collector as per the City's Major Thoroughfare Plan (MTP). The property is adjacent to Talbot Avenue to the south which is designated as minor arterial.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property is not located within any historic districts nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects are anticipated.
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects to the natural environment.
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings in the proximity having happened within the last ten (10) years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is consistent with the current development in the area. The established neighborhood is comprised of a residential and commercial development. The R-F (Ranch and Farm) zoning designation is no longer suitable for the property.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to La Mesa Street which is designated as a proposed collector in the City's Major Thoroughfare Plan. In addition, it is close to Talbot Avenue to the south which is designated as minor arterial per the City's Master Thoroughfare Plan (MTP). Vehicular access to the subject property is also proposed from Talbot Avenue via the private access easement throughout the existing development area. While sidewalks are non-existent along La Mesa Street and connect to Talbot Avenue throughout the subject property, they will be required to be installed during the construction of the property. There are no bus stops within walkable distance (0.25 mile) of the subject property. The nearest bus stop is located 1.48 miles from the subject property on Northwestern Drive and Hoover Avenue.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: There are no adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property does not lie within any neighborhood associations. Public notice was sent to all property owners within 300 feet of subject property on June 5, 2025. As of June 12, 2025, the Planning Division has not received any communication in support or opposition to the request.

RELATED APPLICATIONS: There is a Subdivision application (SUSU25-00018) under Major Final basis for Boardwalk at the Outlet which was conditionally approved by City Plan Commission on March 27, 2025, requiring the proposed rezoning to be approved prior to recording of the final plat.

CITY PLAN COMMISSION OPTIONS:

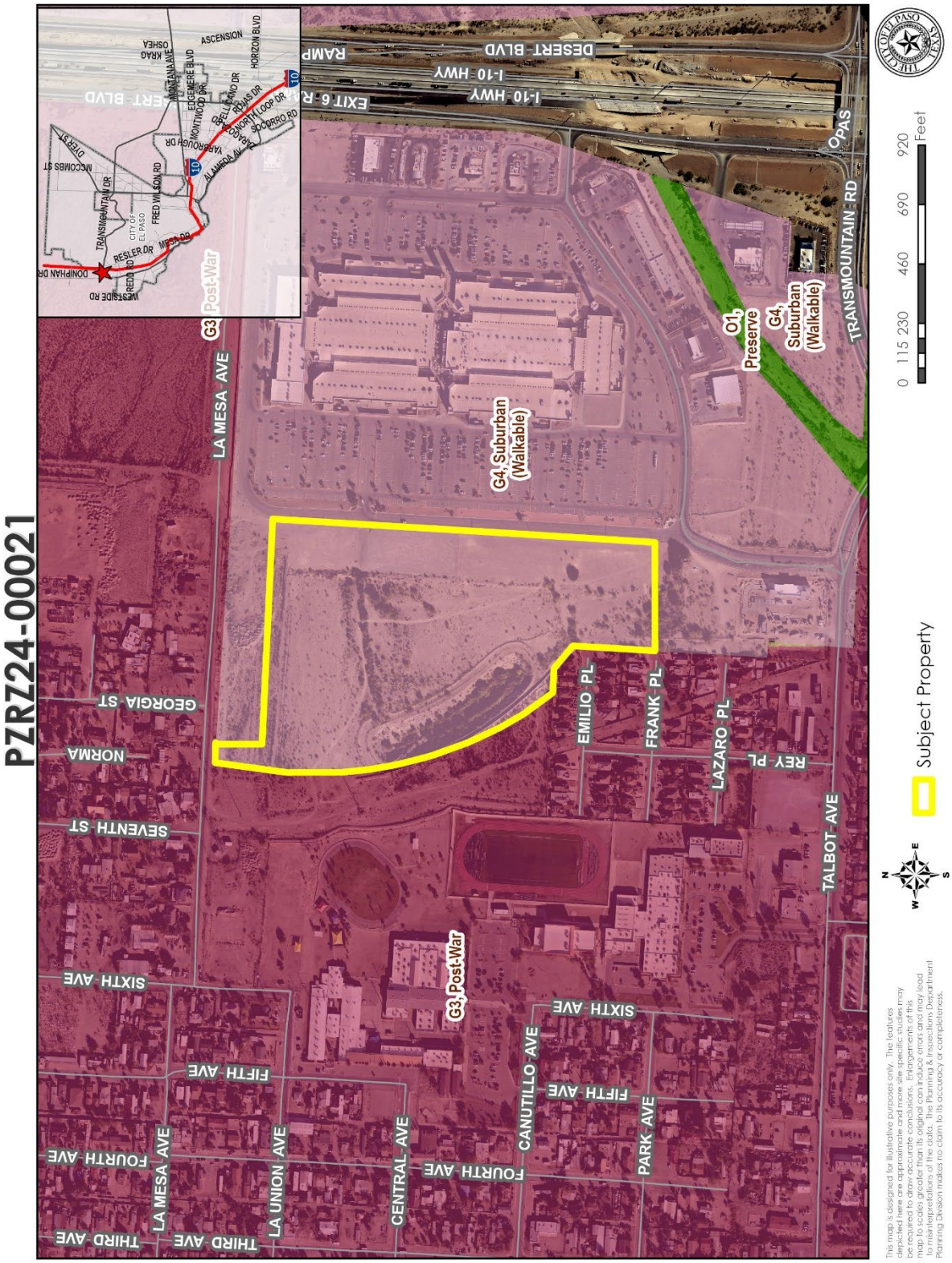
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

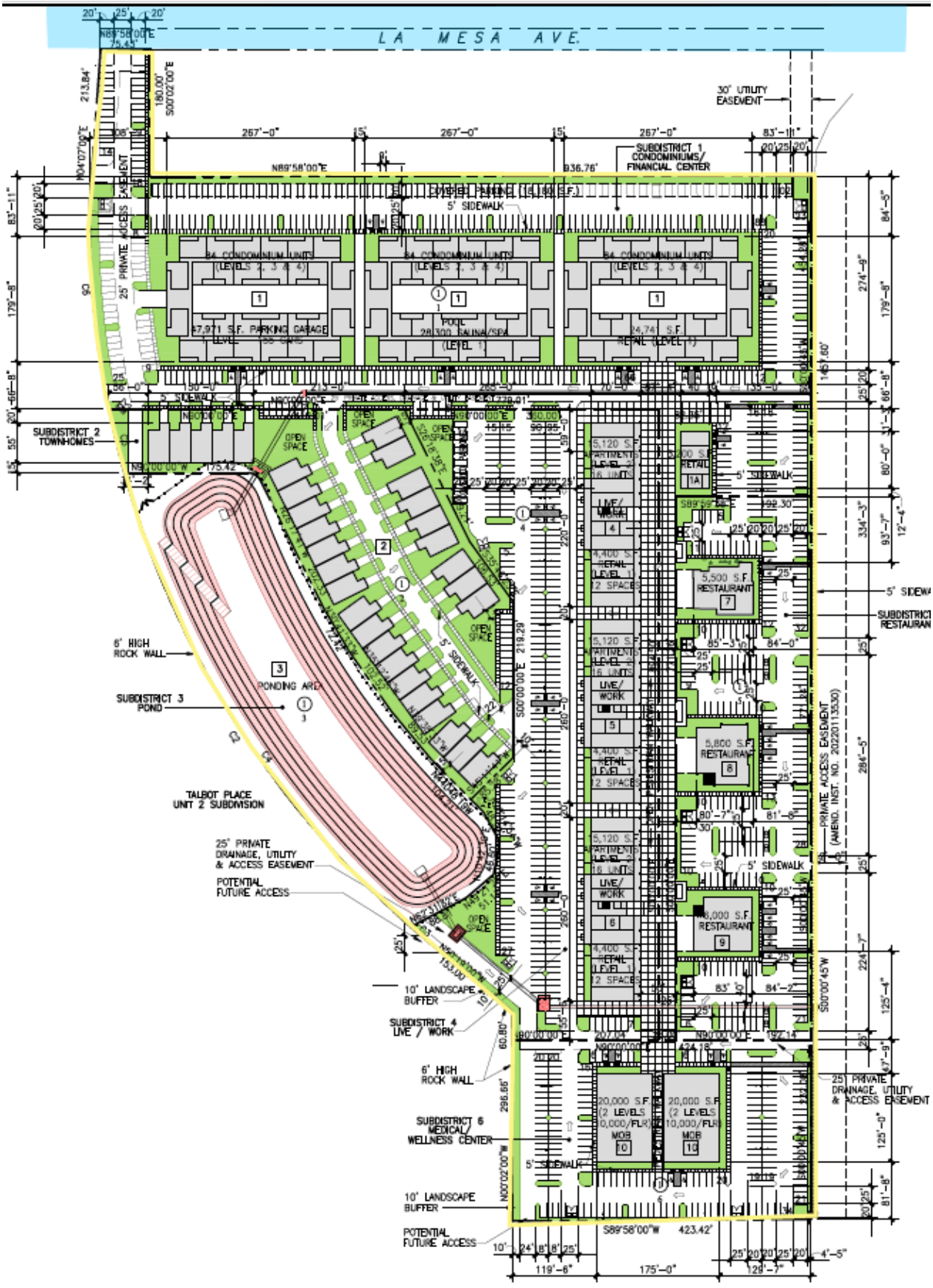
ATTACHMENTS:

1. Future Land Use Map
2. Master Zoning Plan
3. Elevations
4. Master Zoning Plan Report
5. Department Comments
6. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



FRONT ELEVATION - MOB

SCALE: 1/16" = 1'-0"



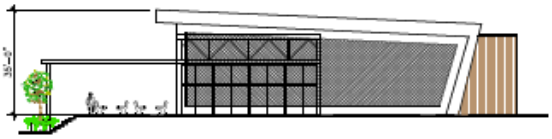
FRONT ELEVATION
TOWNHOMES

SCALE: 1/16" = 1'-0"



FRONT ELEVATION - FINANCIAL CENTER

SCALE: 1/16" = 1'-0"



SIDE ELEVATION - RESTAURANT

SCALE: 1/16" = 1'-0"



FRONT ELEVATION - LIVE/WORK

SCALE: 1/16" = 1'-0"



FRONT ELEVATION - CONDOMINIUMS

SCALE: 1/16" = 1'-0"

ATTACHMENT 4

MASTER ZONING PLAN FOR THE BOARDWALK AT THE OUTLET

MASTER ZONING PLAN
June 4,2025
Boardwalk at the Outlet - Master Zoning Plan Report for a General Mixed-Use District

INTRODUCTION

This is a 26.38-acre total planned mixed use development project located within the Sun Valley Factory Shoppes Development and Annexation agreement area known as Phase II. This site abuts Single Family units to the North and West, and the Outlet Mall Phase I and Phase II commercial areas to the South and East.

The proposed development includes Other Retail Establishment, Offices, Condominiums, and Townhome Residential uses. The project is designed to create amenities within a walkable distance of the existing neighborhood Residential and Commercial uses.

PURPOSE

The purpose of the GMU district is to encourage and promote a mix of uses in a form attractive and harmonious to its surrounding communities.

This development meets the GMU purposes by providing mix of Other Retail Establishment, office, and residential uses that will be well designed while encouraging a walkable and sustainable development.

CHARACTERISTICS

This Rezoning Acreage: 26.38
Density-maximum Floor Area ratio (FAR) of less than 55% (634,752 usable building floor area/ 1,149,113 Gross Plot area)
Density – maximum for Residential:

- Condominiums – 252 units
- Townhomes – 31 units
- Apartments – 48 units
  Total Number of Units - 331

Maximum proposed total Floor Area: 425,197 net rentable square feet, 472,441 gross square feet
Residential Lot dimension- minimum of 35 feet (width) by minimum of 90 feet (depth)
Commercial Max width of lot: 900 feet
Commercial Max depth of lot: 1,000 feet
All Building setbacks:

- Condominiums
  - Front – required 0' / provided 83'-11"
  - Rear – required 0' / provided 97'-11"
  - Side – required 0' / right side provided 84'-2" – left side provided 66'-8"
  - Side Street – required 0' / provided N/A

- Townhomes
  - Front – required 10' / provided 20'-0"
  - Rear – required 10' / provided 10'-0"
  - Side – required 0' / right side provided 15'-0" – left side provided 15'-0"
  - Side Street – required 0' / provided N/A
- Live / Work
  - Front – required 10' / provided 16'-0"
  - Rear – required 10' / provided 55'-6"
  - Side – required 0' / right side provided 25'-0" – left side provided 100'-0"
  - Side Street – required 10' / provided N/A
- Restaurants
  - Front – required 10' / provided 84'-8"
  - Rear – required 20' / provided 25'-0"
  - Side – required 10' / right side provided 93'-6" – left side provided 125'-3"
  - Side Street – required 10' / provided N/A
- Medical / Wellness Center
  - Front – required 0' / provided 129'-8"
  - Rear – required 0' / provided 119'-6"
  - Side – required 0' / right side provided 93'-6" – left side provided 82'-9"
  - Side Street – required 0' / provided N/A

Lot coverage -75% (please see Master Zoning Plan spreadsheet)
Maximum Building Height:

- Condominiums/Retail – 4 stories (62'-0" height)
- Live / Work – 2 stories (42'-0" height)
- Townhomes– 2 stories (25'-0")
- Medical Office – 2 Stories (35'-0" height)
- Restaurants – 2 stories (35'-0" height)

Buffers – opaque native landscaping
Parking- shared parking

- Subdistrict 1
  Condominiums – 3 Buildings to include Retail / Office / Swimming Pool / Spa / Financial Center
  - Condominiums – 0.7/elderly apt; 1/efficiency apt; 1.5/one bedroom apt ; 2/two or more
    - 1 bedroom: 72 units - 108 parking spaces
    - 2 bedroom: 180 units – 360 parking spaces
    - 24 bicycles spaces req'd.
  - Retail /Office– 14,481 s.f. (1/360 GFA min. 1/250 GFA max.)
    - 40 min. spaces req'd.
    - 58 max. spaces req'd.
    - 3 bicycle spaces req'd.
  - Pool – 14,150 s.f. (1/475 GFA min. 1/300 GFA max.)
    - 30 min. spaces req'd.
    - 47 max. spaces req'd.
    - 3 bicycle spaces req'd.
  - Sauna / Exercise Room – 14,150 s.f. (None)

        - 0 spaces req'd.
    - Financial Center - 3,200 s.f. (1/288 GFA min. 1/200 GFA max.)
        - 11 min. spaces req'd.
        - 16 max. spaces req'd.
        - 3 bicycle spaces req'd.
    - Total parking spaces provided = 603
- Subdistrict 2
  Townhomes - 31 Units (2/dwelling unit)
    - 62 spaces req'd. & provided
- Subdistrict 3
  Ponding Area
- Subdistrict 4
  Live / Work – 3 Buildings to include Apartments / Retail
    - Apartments - 0.7/elderly apt; 1/efficiency apt; 1.5/one bedroom apt ; 2/two or more
        - 1 bedroom: 20 units - 30 parking spaces req'd. & provided
        - 2 bedroom: 24 units – 48 parking spaces req'd. & provided
    - Retail – 40,800 s.f. (1/360 GFA min. 1/250 GFA max.)
        - 114 min. spaces req'd.
        - 164 max. spaces req'd.
        - 9 bicycles req'd.
    - Total parking spaces provided = 278
- Subdistrict 5
  Restaurants – 17,300 s.f. (1/144 GFA min. 1/100 GFA max.)
    - 120 min. spaces req'd.
    - 173 max. spaces req'd.
    - 9 bicycles req'd.
    - Total parking spaces provided = 243
- Subdistrict 5
  Medical Office – 40,000 s.f. (1/288 GFA min. 1/200 GFA max.)
    - 139 min. spaces req'd.
    - 200 max. spaces req'd.
    - 7 bicycles req'd.
    - Total parking spaces provided = 174

Open spaces – 173,607 SF.: Green areas between structures.

Uses-

1.00-Agricultural & related operations
Veterinary treatment center (small animals but overnight boarding is not permitted)

4.00 Office
Bank/ATM/Credit Union/Financial Institution
Offices (Business, Medical, Professional)
Studio (Music/Photography/ Yoga/ Karate/ Jujitsu/ Dance, Ballet and other similar dance studios)

6.00 Medical
Outpatient Surgical Center
Imaging Center
Medical Office
Clinic
Drug Store/Pharmacy
Optical Dispensary

10.00 Personal Services
Barber Shop/ Hairdresser/ Nail Shop
Laundromat (as an accessory use within the residential uses)
Massage Parlor (as an accessory use to a Nail shop and the word "massage" or similar words are not used in the name of the business or advertised prominently)
Shoe Shop Repair

11.00 Recreational
Open Space
Amusement Game (as an accessory use consisting of arcade games in a sports bar as long as such games are not a primary source of their business and no tokens to play multiple games are sold or handed out)
Swimming Pool (as accessory private use within the residential uses)

12.00 Repair Services
Household Goods repair (but not including the sale of used goods)
Personal Goods repair (but not including the sale of used goods)

13.00 Residential (any and all residential uses must be at a "market rate" and no subsidized housing by any governmental authority or otherwise and no subsidized "work force" housing shall be permitted)
Condominiums (5 or more units)
Apartments (5 or more units)

Live Work Flex Unit
Duplex
Quadraplex
Triplex
Townhome
Single-family dwelling

14.00 Sales
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Book Store
Boutique
Delicatessen
Flower Shop
Grocery
Hobby Store
Ice Cream Parlor
Music Store
Nursery (Green House)
Other Retail Establishment
Pet Shop
Print & Copy Shop
Restaurant (Bar & Grill)
Snow Cone Stand
Specialty Shop
Sporting Goods Store
Package Liquor Store
Shopping Center

19.00 Stormwater Retention Pond (public / private)

PHASING:

- First phase will entail development of Condominiums to begin third quarter of 2025.
- Second phase will entail the development of the Commercial Retail to begin first quarter 2026.
- Third phase will entail development of the Multi-Family dwellings to begin mid-to late 2026.
- Fourth phase will include the development of Townhomes to begin late 2026 – beginning of 2027.

BOARDWALK AT THE OUTLET
GMU MASTER ZONING PLAN

Purpose: To encourage the following: a Mixed Use Development that will contain residential, office and commercial retail uses. Provide multi-modal form of transportation (pedestrian friendly) and to provide form and continuity of building and street scapes.

Relationship to Comprehensive Plan: The 2025 El Paso Comprehensive Plan designates this area as G-4 Suburban.

Zoning Category	Proposed Land Use	% of Site	Density	Lot Sizes	Lot Coverage	Yard Setbacks	Building Height	Buffers
1.00/ 4.00/ 6.00/	***Mix of Commercial/ Office and***	**100%**						
10.00/ 11.00/ 12.00/	***Residential***							
13.00/ 14.00								
	Veterinary Treatment Center *		n/a	n/a	75%	20' Rear	25' Maximum	Landscape Only
	Bank / ATM/ Credit Union/ Financial Institution		n/a	¼ Acre Minimum	75%	20' Rear	25' Maximum	Landscape Only
	Offices (Business, Medical, Professional)		n/a	n/a	75%	n/a	45' Maximum	n/a
	Studio (Dance/Music/Photography) *		n/a	n/a	75%	n/a	45' Maximum	n/a
	Clinic		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Drug Store/Pharmacy		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Optical Dispensery		n/a	1 Acre Minimum	50%	20' Front / 10'Side / 20'Rear	45' Maximum	Landscape Only
	Barber Shop/Hairdresser/ Nail Shop		n/a	n/a	75%	n/a	25' Maximum	n/a
	Laundromat *		n/a	n/a	75%	n/a	25' Maximum	n/a
	Massage Parlor *		n/a	n/a	75%	n/a	25' Maximum	n/a
	Shoe Shop Repair		n/a	n/a	75%	n/a	25' Maximum	n/a
	Open Space		n/a	n/a	50%	n/a	n/a	n/a
	Amusement Game *		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Proposed Land Use	**% of Site**	**Density**	**Lot Sizes**	**Lot Coverage**	**Yard Setbacks**	**Building Height**	**Buffers**
	Swimming Pool *		n/a	n/a	75%	n/a	45' Maximum	Landscape Only
	Household Goods repair *		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Personal Goods repair *		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Condominiums *		24/ Acre	n/a	75%	n/a	65' Maximum	n/a
	Live Work Flex Unit *		12/ Acre	n/a	75%	10' Front / 10' Rear	50' Maximum	n/a
	Duplex *		14/ Acre	n/a	75%	10' Front / 10' Rear	25' Maximum	n/a
	Quadraplex *		22/ Acre	n/a	75%	10' Front /10'Side/20'Rear	25' Maximum	Landscape Only
	Triplex *		18/ Acre	n/a	75%	n/a	25' Maximum	n/a
	Townhomes *		12/ Acre	n/a	75%	10' Front / 10' Rear	25' Maximum	n/a
	Bakery		n/a	n/a	75%	n/a	25' Maximum	n/a
	Book Store		n/a	n/a	75%	n/a	25' Maximum	n/a
	Boutique		n/a	n/a	75%	n/a	25' Maximum	n/a
	Delicatessen		n/a	n/a	75%	n/a	25' Maximum	n/a
	Hobby Store		n/a	n/a	75%	n/a	35' Maximum	n/a
	Flower Shop		n/a	n/a	75%	n/a	25' Maximum	n/a
	Grocery		n/a	n/a	75%	n/a	25' Maximum	n/a
	Ice Cream Parlor		n/a	n/a	75%	n/a	25' Maximum	n/a
	Music Store		n/a	n/a	75%	n/a	25' Maximum	n/a
	Nursery (Green House)		n/a	½ Acre Minimum	25%	10' Front /10'Side/20'Rear	25' Maximum	Landscape Only
	Other Retail (Low Volume)		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Pet Shop		n/a	n/a	75%	n/a	25' Maximum	Landscape Only
	Print & Copy Shop		n/a	n/a	75%	10' Front /10'Side/20'Rear	25' Maximum	Landscape Only
	Restaurant		n/a	n/a	75%	10' Front /10'Side/20'Rear	35' Maximum	Landscape Only
	Proposed Land Use	**% of Site**	**Density**	**Lot Sizes**	**Lot Coverage**	**Yard Setbacks**	**Building Height**	**Buffers**
	Snow Cone Stand		n/a	n/a	75%	n/a	25' Maximum	n/a
	Specialty Shop		n/a	n/a	75%	10' Front /10'Side/20'Rear	25' Maximum	Landscape Only
	Sporting Goods Store		n/a	n/a	75%	10' Front /10'Side/20'Rear	25' Maximum	Landscape Only

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request and master zoning plan. The proposed development is in character with other uses in its proximity and is in keeping with the policies of the G-4, Suburban (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The recommended conditions are the following:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
    a. *Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    b. *Providing outdoor amplified sound.*
3. *A six-foot (6') high masonry wall shall be erected along the western property line abutting Talbot Place Unit 2 Subdivision.*

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to the proposed rezoning.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the IBC, Municipal Code, and TAS.

Planning and Inspections Department – Land Development

Recommended approval.

Note: The proposed ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event at the time of grading permit.

Fire Department

No adverse comments.

Streets and Maintenance Department

Traffic Engineering:

As far as master zoning plan attached, SAM Traffic Engineering has no objections

Street Light Department:

Street Lights Department does not object to this request.

Street Lights Department requires that all projects that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

US 54 is a Texas Department of Transportation (TXDoT) right of way (ROW).

Note: Comments will be addressed at the permitting stage.

Texas Department of Transportation (TxDOT)
No comments received.

Sun Metro
No comments received.

El Paso Water
El Paso Water-PSB (EPWater-Public Service Board) does not object to this request.

The subject property is located within the City of El Paso Westside Annexation Area. Annexation fees will be collected after the El Paso Water processes an application for water and/or sanitary sewer services.

The subject property is located within the Vinton intermediate pressure zone. Private water pressure regulating devices will be required at the discharge side of each water meter. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating devices.

Water:
There is an existing 8-inch diameter water main within a 25-foot/ 40-foot easement east of the subject property. This main is available for service and main extension.

There is an existing 8-inch diameter water main that extends along La Mesa St. This main is available for service and main extension.

There is an existing 6-inch diameter water main that extends along Emilio Pl. This main is available for service and main extension.

Previous water pressure from fire hydrant #9877 located within the Retail Outlet Mall adjacent to the subject property, has yielded a static pressure of 82 psi, a residual pressure of 74 psi, and a discharge of 1,061 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:
There is an existing 8-inch diameter sanitary sewer main that extends along Emilio Pl. This main is available for service and main extension.

There is an existing 12-inch diameter sanitary sewer main that extends along La Mesa St. This main is available for main extension.

General:
Water and sanitary sewer main extensions may be required to provide service. Easements may be required. Owner is responsible for main extension and easement acquisition costs. Water main extension shall be extended creating a looped system.

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd Floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
The engineer needs to identify the Water Sheds that are discharging into the existing pond, including the proposed development, and make sure that it has the capacity for the existing and future Water Sheds. The pond should have the capacity to hold the storm water runoff for a designed 100-yr. storm event.

Note: the comments will be addressed at the permitting stage.

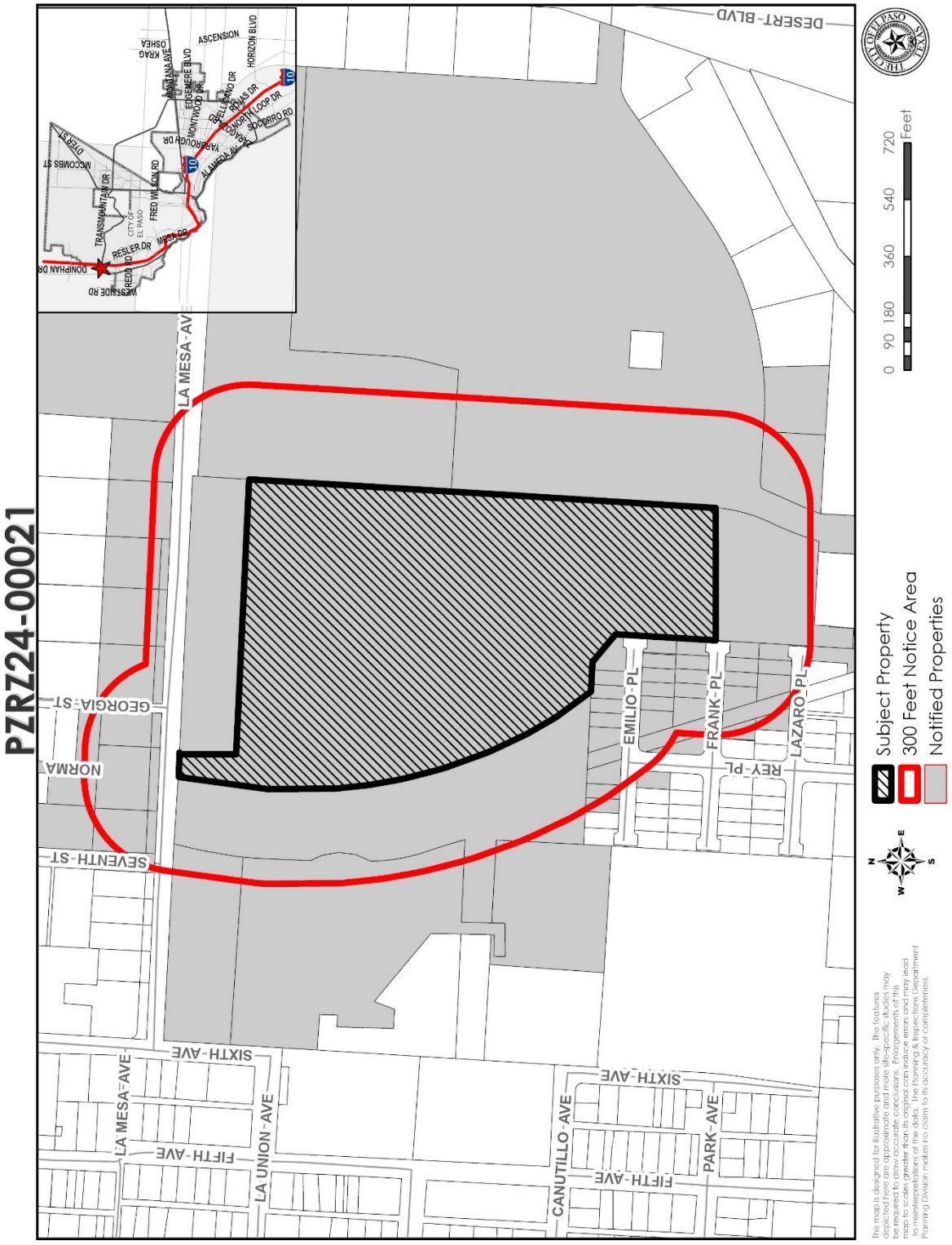
El Paso County 911 District
No comments/concerns regarding this zoning.

El Paso County Water Improvement District #1
The item is not within the boundaries of EPCWID1.

El Paso Electric Company
We have no comments for the 7051 S. Desert rezoning request.

Texas Gas Service
No adverse comments.

ATTACHMENT 4



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name: Jorge Sanchez

Business Name: Sangiovese LLC

Agenda Item Type: _____

Relevant Department: _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 8/2/24

File #: 25-920, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alex Alejandre, (915) 212-1642

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Ordinance No. 019580 vacating a 1.061 acre portion of Randolph Street and Blacker Avenue Rights-Of-Way, to include the entirety of the intersection of Randolph Street and Blanchard Avenue, located within Alexander Addition, City of El Paso, El Paso County, Texas

Subject Property: Randolph Street and Blacker Avenue
Applicant: Board of Regents of the University of Texas System SURW23-00013

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/19/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Alex Alejandre **PHONE NUMBER:** (915) 212-1642

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Ordinance No. 019580 vacating a 1.061 acre portion of Randolph Street and Blacker Avenue Rights-Of-Way, to include the entirety of the intersection of Randolph Street and Blanchard Avenue, located within Alexander Addition, City of El Paso, El Paso County, Texas

Subject Property: Randolph Street and Blacker Avenue
Applicant: Board of Regents of the University of Texas System SURW23-00013

BACKGROUND / DISCUSSION:

The applicant is requesting to amend the previously approved ordinance that vacated portions of Randolph Street and Blacker Avenue within Alexander Addition, the amendment is to include the entirety of the intersection of Randolph Street and Blacker Avenue which was left out of the previously approved ordinance, and to correctly reference the applicant's name.

COMMUNITY AND STAKEHOLDER OUTREACH:

Notices were mailed on July 3, 2025 and notice in the El Paso Times was posted on July 9, 2025.

PRIOR COUNCIL ACTION:

City Council approved the original ordinance on December 12, 2023.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 019580 VACATING A 1.061 ACRE PORTION OF RANDOLPH STREET AND BLACKER AVENUE RIGHTS-OF-WAY, TO INCLUDE THE ENTIRETY OF THE INTERSECTION OF RANDOLPH STREET AND BLANCHARD AVENUE, LOCATED WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the El Paso City Council approved Ordinance No. 019580 on December 12, 2023 ("Prior Ordinance"), vacating a 0.948 acre portion of Randolph Street and Blacker Avenue rights-of-way, located within the Alexander Addition, City of El Paso, El Paso County, Texas; and

WHEREAS, a Quitclaim Deed ("Quitclaim Deed") executed December 12, 2023 following approval of the Prior Ordinance from the City of El Paso contained the incomplete name of the Grantee thereunder and did not contain the complete legal description of the property;

WHEREAS, the legal description used in the Prior Ordinance and Quitclaim Deed did not describe the entirety of the property to be vacated, quitclaimed, and released by the City of El Paso; and

WHEREAS, the City of El Paso and the Board of Regents of The University of Texas System desire to amend the Prior Ordinance and the Quitclaim Deed to confirm and correct the name of the Grantee and to include a correct and complete legal description of the property; and

WHEREAS, after a public hearing the City Plan Commission has recommended this amendment of Ordinance No. 019580 to include the complete legal description of the property, including the entirety of the intersection of Randolph Street and Blanchard Avenue, and the City Council finds that said rights-of-way are not needed for public use and should be vacated as recommended.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That, in consideration of the receipt by the City of El Paso of TWENTY-FIVE AND 00/DOLLARS ($25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, in accordance with Texas Local Government Code 272 (j) to promote and maintain a public purpose related to higher education, the entire 1.061 acre portion of Randolph Street and Blacker Avenue rights-of-way including the entirety of the intersection of Randolph Street and Blanchard Avenue located within Alexander Addition, City of El Paso, El Paso County, Texas, as further described in the attached metes and bounds description identified as **Exhibit "A"** and made a part hereof by reference, be and is hereby vacated, closed and abandoned.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated rights-of-way to the Board of Regents of The University of Texas System.

Signatures on following page

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
_____
Russell Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip Etiwe, Director
Planning & Inspections Department

EXHIBIT A

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

A PORTION OF RANDOLPH STREET (70 FEET WIDE) AND A PORTION OF BLACKER AVENUE (70 FEET WIDE), ALL WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING, at a point lying at the northwesterly corner of Block 118, Alexander Addition and lying in the southeasterly right-of-way line of Blacker Avenue; ***whence*** an existing city monument lying 10 feet north and 10 feet east of the centerline intersection of N. Kansas Street and E. Hague Road, bears North 64°28'52" East, a distance of 1975.75 feet;

THENCE, South 56°11'17" West, with said southeasterly right-of-way line, a distance of 330.00 feet, to a point lying at the northwesterly corner of Block 119, Alexander Addition and in the northeasterly right-of-way line of Hawthorne Street, for a corner of this parcel; ***whence*** an existing city monument lying at the centerline intersection of W. Schuster Avenue and Lawton Drive bears South 12°53'42" East, a distance of 1022.38 feet;

THENCE, North 33°48'43" West, with said northeasterly right-of way line, a distance of 70.00 feet to a point lying at the southwesterly corner of Block 122, Alexander Addition and lying in the northwesterly right-of-way line of Blacker Avenue, for a corner of this parcel;

THENCE, North 56°11'17" East, with said northwesterly right-of way line, a distance of 260.00 feet to a point lying at the southeasterly corner of Block 122, Alexander Addition and lying in the southwesterly right-of-way line of Randolph Street, for a corner of this parcel;

THENCE, North 33°48'43" West, with said southwesterly right-of-way line, a distance of 330.00 feet to a point lying at the southeasterly corner of Block 157, Alexander Addition and lying in the northwesterly right-of-way line of Blanchard Avenue, for a corner of this parcel;

THENCE, North 56°11'17" East, with said northwesterly right-of-way line, a distance of 70.00 feet to a point lying at the southwesterly corner of Block 156, Alexander Addition and lying in the northeasterly right-of-way line of Randolph Street, for a corner of this parcel;

THENCE, South 33°48'43" East, with said northeasterly right-of-way line, a distance of 400.00 feet to the **POINT OF BEGINNING**.

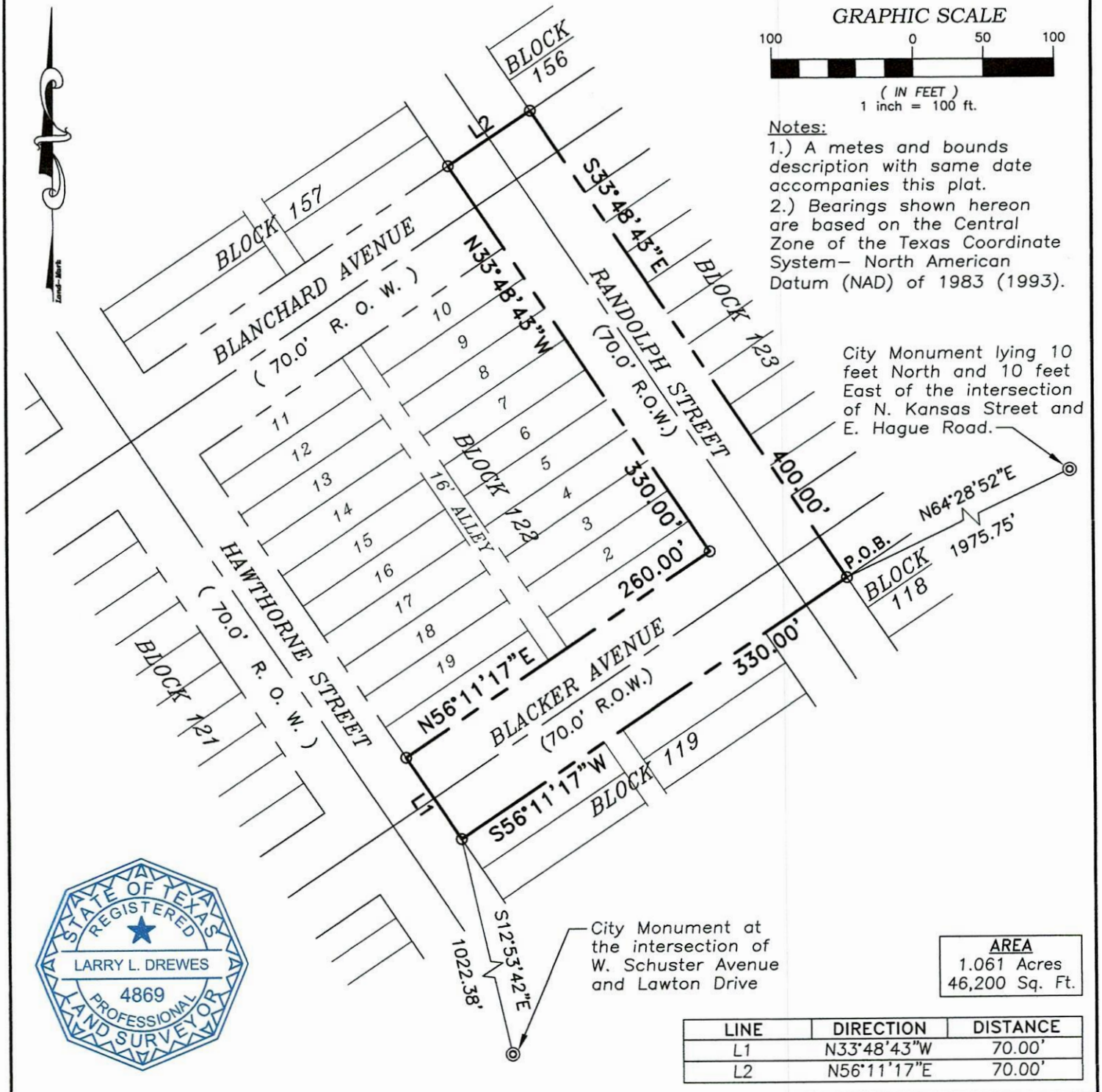
Said parcel contains 1.061 Acres (46,200 Square feet) more or less.

1.) All bearings contained in this description are based upon the Central Zone of the Texas Coordinate System – North American Datum (NAD) of 1983 (1993); and 2.) Distances are horizontal surface measurements.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 34085-A
February 25, 2025

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com



AREA
1.061 Acres
46,200 Sq. Ft.

LINE	DIRECTION	DISTANCE
L1	N33°48'43"W	70.00'
L2	N56°11'17"E	70.00'

I hereby certify that the foregoing boundary survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

A PORTION OF RANDOLPH STREET AND A PORTION OF BLACKER AVENUE WITHIN ALEXANDER ADDITION, EL PASO COUNTY, TEXAS

Land–Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598–1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land–marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 25–02–34085–A | Scale: 1" = 100' | Date: February 25, 2025

NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }

}

COUNTY OF EL PASO }

QUITCLAIM DEED

WHEREAS, the Board of Regents of The University of Texas System is the owner of Blocks 122, 156 and 157 within the Alexander Addition in El Paso County, Texas, both of which blocks the property abut Blanchard Avenue;

WHEREAS, by Deed Without Warranty further described below, Tenant Hospitals Limited, a Texas limited partnership, conveyed to the Board of Regents of The University of Texas System Block 123 within the Alexander Addition in El Paso County, Texas;

WHEREAS, after a public hearing, the City of El Paso Plan Commission recommended the vacation of the Randolph Street and Blacker Avenue right-of-way located within Alexander Addition, City of El Paso, El Paso, Texas ("Original Vacation Property"), which is further described and set forth on Exhibit A attached hereto;

WHEREAS, under City of El Paso Ordinance No. 019580 ("Ordinance") adopted December 12, 2023, and in accordance with Texas Local Government Code 272(j), the City Council of the City of El Paso found that the right-of-way is not needed for public use, should be vacated as recommended by the City of El Paso Plan Commission and that a portion of Randolph Street and Blacker Avenue should be vacated, closed, abandoned and quitclaimed to Grantee named herein;

WHEREAS, following said approval of the Ordinance, a Quitclaim Deed releasing and quitclaiming the property to "University of Texas at El Paso" was executed by the City of El Paso and was filed of record along with the Ordinance and without any legal description included or attached on January 3, 2024 under Document Number 20240000307 in the Official Public Records of Real Property in El Paso County, Texas;

WHEREAS, the City of El Paso subsequently filed for record a Quitclaim Deed, which included the legal description of the Original Vacation Property, the Ordinance, and a copy of the executed but previously unrecorded Deed Without Warranty from Tenant Hospitals Limited, a Texas limited partnership to the Board of Regents of the University of Texas System, on February 6, 2024 under Document Number 20240008358 in the Official Public Records of Real Property in El Paso County, Texas;

WHEREAS, the City of El Paso subsequently filed for record a Quitclaim Deed, along with the Ordinance, correcting Grantee's name to the "Board of Regents of The University of Texas System" but did not include a legal description, on April 29, 2024 under Document Number 20240030057 in the Official Public Records of Real Property in El Paso County, Texas;

WHEREAS, the Original Vacation Property legal description did not describe the entirety of the property to be quitclaimed and released by the City of El Paso;

WHEREAS, after a public hearing of the City Plan Commission, on _____, 2024, the City Council of the City of El Paso by _____ *Ordinance No?* _____ confirmed its intent was that the entirety of the intersection of Randolph Street and Blanchard Avenue in the Alexander Addition of the City of El Paso ("Vacated Intersection"), which is further described and set forth on Exhibit B attached hereto, should be vacated, closed and abandoned and should further be quitclaimed and released to the Grantee named herein; and

WHEREAS, the parties desire to correct the Quitclaim Deed filed of record by confirming the name of the Grantee as stated below and by including a correct and complete legal description of the property intended to be quitclaimed and released by the City of El Paso;

NOW, THEREFORE, **THE CITY OF EL PASO,** has released and quitclaimed and by these presents does release and quitclaim unto the **Board of Regents of The University of Texas System** (the "Grantee"), all rights, title, interests, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance Nos. 019580 and _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF RANDOLPH STREET AND BLACKER AVENUE, LOCATED WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description and survey, identified as Exhibit C and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, _____.

CITY OF EL PASO

_____
Dionne Mack, City Manager

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Phillip F. Etiwe, Director
Planning and Inspections Department

(*Acknowledgement on following page*)

THE STATE OF TEXAS }

COUNTY OF EL PASO }

This instrument is acknowledged before me on this ____ day of _____, 2025, by Dionne Mack, as City Manager for the CITY OF EL PASO.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

_____

AFTER FILING RETURN TO:
The University of Texas System
Attn: Real Estate Office
210 West 7th Street, Suite 14.651
Austin, Texas 78701

EXHIBIT A
Original Vacation Property

A PORTION OF RANDOLPH STREET (70 FEET WIDE) AND A PORTION OF BLACKER AVENUE (70 FEET WIDE), ALL WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point lying at the northeasterly corner of Block 122, Alexander Addition, and in the southeasterly right-of-way line of Blanchard Avenue;

THENCE, North 56°11'17" East, with said southeasterly right-of-way line, a distance of 35.00 feet to a point lying in the centerline of Randolph Street, for a corner of this parcel;

THENCE, South 33°48'43" East, with said centerline of Randolph Street, a distance of 295.00 feet to a to a point lying at the centerline intersection of said Blacker Avenue and said Randolph Street, for a corner of this parcel; ***whence*** an existing city monument lying 10 feet north and 10 feet east of the centerline intersection of N. Kansas Street and E. Hague Road, bears North 65°19'20" East, a distance of 2015.65 feet;

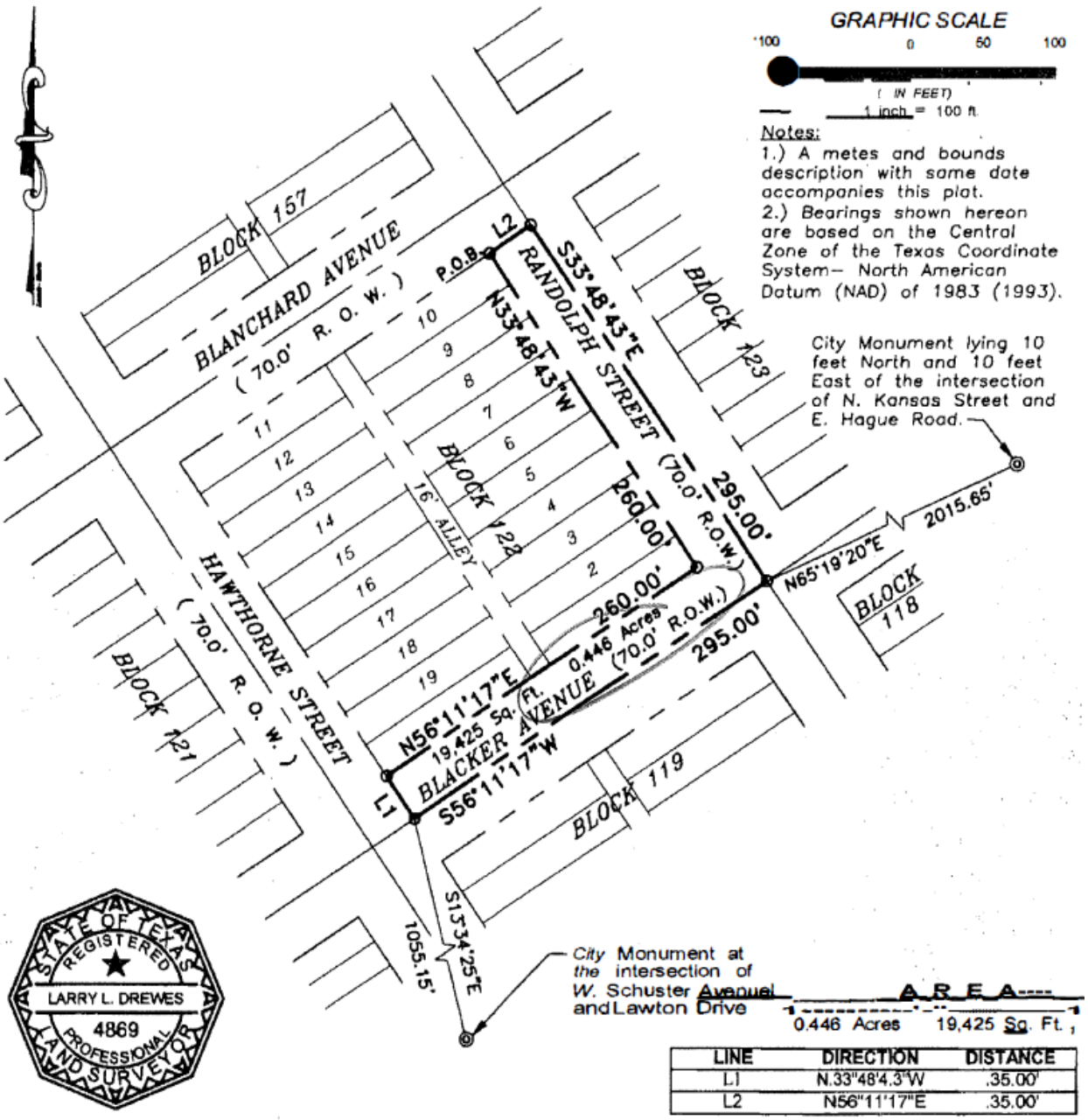
THENCE, South 56°11'17" West, with said centerline of Blacker Avenue, a distance of 295.00 feet, to a point lying in the nol lheasterly right-of-way line of Hawthorne Street, for a corner of this parcel; ***whence*** an existing city monument lying at the centerline intersection of W. Schuster Avenue and Lawton Drive bears South 13°34'25" East, a distance of 1055.15 feet;

THENCE, North 33°48'43" West, departing said centerline of Blacker Avenue and with said northeasterly right-of way line, a distance of 35.00 feet to a point lying at the southwesterly corner of said Block 122, Alexander Addition and in the northwesterly right-of-way line of Blacker Avenue, for a corner of this parcel;

THENCE, North 56°11'17" East, with said northwesterly with said right-of-way line, a distance of 260.00 feet to a point lying at the southeasterly corner of said Block 122, Alexander Addition and in the southwesterly right-of-way line of said Randolph Street, for a corner of this parcel;

THENCE, North 33°48'43" West, with said southwesterly right-of-way line of Blanchard Avenue, a distance of260.00 feet to the **POINT OF BEGINNING.**

Said parcel contains 0.446 Acres (19,425 square feet) more or less.



LINE	DIRECTION	DISTANCE
L1	N.33°48'4.3"W	.35.00'
L2	N56°11'17"E	.35.00'

A PORTION OF RANDOLPH STREET (70 FEET WIDE) AND A PORTION OF BLACKER AVENUE (70 FEET WIDE), ALL WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING, at a point lying at the northeasterly corner of Block 122, Alexander Addition, and in the southeasterly right-of-way line of Blanchard Avenue;

THENCE, North 56°11'17" East, with said southeasterly right-of-way line, a distance of 35.00 feet to a point lying in the centerline of Randolph Street, for a corner of this parcel;

THENCE, South 33°48'43" East, with said centerline of Randolph Street, a distance of 295.00 feet to a to a point lying at the centerline intersection of said Blacker Avenue and said Randolph Street, for a corner of this parcel; ***whence*** an existing city monument lying 10 feet north and 10 feet east of the centerline intersection of N. Kansas Street and E. Hague Road, bears North 65°19'20" East, a distance of 2015.65 feet:

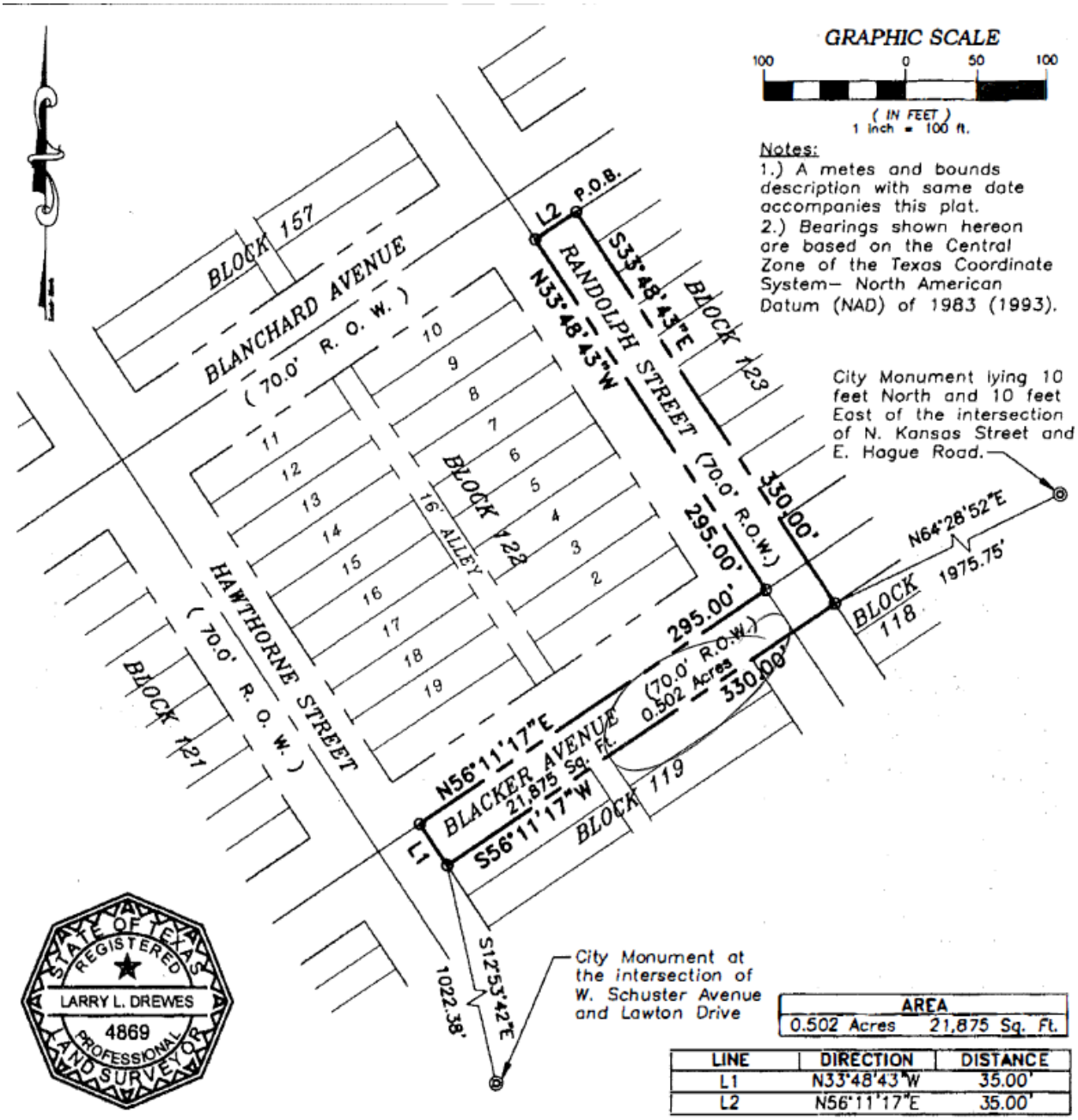
THENCE, South 56°11'17" West, with said centerline of Blacker Avenue, a distance of 295.00 feet, to a point lying in the nol lheasterly right-of-way line of Hawthorne Street, for a corner of this parcel; ***whence*** an existing city monument lying at the centerline intersection of W. Schuster Avenue and Lawton Drive bears South 13°34'25" East, a distance of 1055.15 feet;

THENCE, North 33°48'43" West, departing said centerline of Blacker Avenue and with said northeasterly right-of way line, a distance of 35.00 feet to a point lying at the southwesterly corner of said Block 122, Alexander Addition and in the northwesterly right-of-way line of Blacker Avenue, for a corner of this parcel;

THENCE, North 56°11'17" East, with said northwesterly with said right-of-way line, a distance of 260.00 feet to a point lying at the southeasterly corner of said Block 122, Alexander Addition and in the southwesterly right-of-way line of said Randolph Street, for a corner of this parcel;

THENCE, North 33°48'43" West, with said southwesterly right-of-way line of Blanchard Avenue, a distance of260.00 feet to the **POINT OF BEGINNING.**

Said parcel contains 0.446 Acres (19,425 Square feet) more or less.



AREA	
0.502 Acres	21,875 Sq. Ft.

LINE	DIRECTION	DISTANCE
L1	N33°48'43"W	35.00'
L2	N56°11'17"E	35.00'

EXHIBIT B
Vacated Intersection

A PORTION OF RANDOLPH STREET (70 FEET WIDE), ALL WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point lying at the northwesterly comer of Block 123, Alexander Addition and lying in the southeasterly right-of-way line of Blanchard Avenue; ***whence*** an existing city monument lying 10 feet north and 10 feet east of the centerline intersection of N. Kansas Street and E. Hague Road, bears South 33°48'43" East, a distance of 330.00 feet and North 64°28'52" East, a distance of 1975.75 feet;

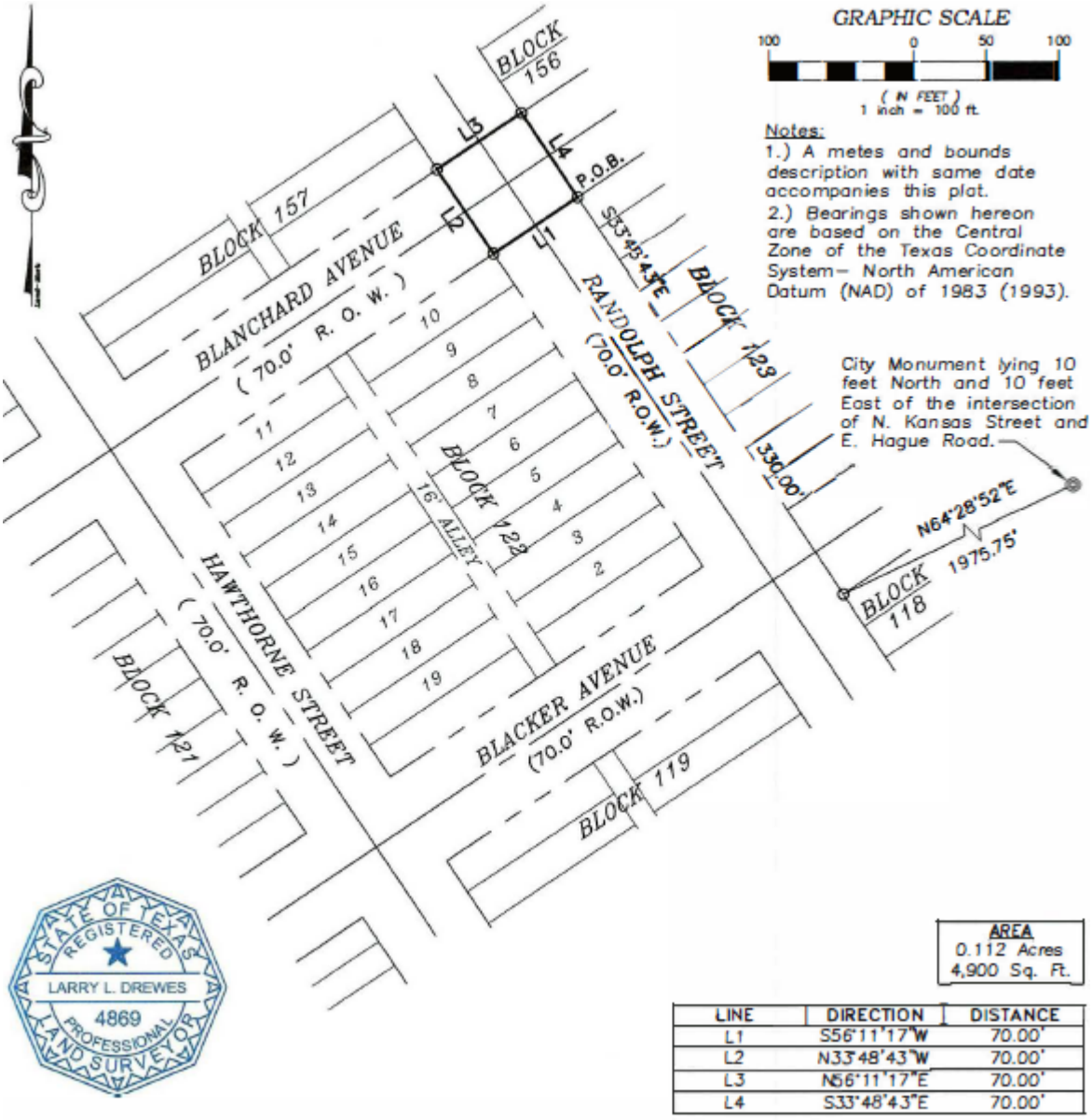
THENCE, South 56°11'17" West, with said southeasterly right-of-way line, a distance of 70.00 feet, to a point lying at the northeasterly comer of Block 122, Alexander Addition and lying in the southwesterly right-of-way line of Randolph A venue, for a corner of this parcel;

THENCE, North 33°48'43" West, with said southwesterly right-of-way line, a distance of 70.00 feet to a point lying at the southeasterly comer of Block 157, Alexander Addition and lying in the northwesterly right-of-way line of Blanchard Avenue, for a comer of this parcel;

THENCE, North 56°11'17" East, with said northwesterly right-of way line, a distance of 70.00 feet to a point lying at the southwesterly comer of Block 156, Alexander Addition and lying in the northeasterly right-of-way line of Randolph Street, for a corner of this parcel;

THENCE, South 33°48'43" East, with said northeasterly right-of-way line, a distance of 70.00 feet to the **POINT OF BEGINNING.**

Said parcel contains 0.112 Acres (4,900 Square feet) more or less.



AREA
0.112 Acres
4,900 Sq. Ft.

LINE	DIRECTION	DISTANCE
L1	S56°11'17"W	70.00'
L2	N33°48'43"W	70.00'
L3	N56°11'17"E	70.00'
L4	S33°48'43"E	70.00'

EXHIBIT C
Entirety of Blacker Avenue and Randolph Street to be Quitclaimed and Released to Grantee

A PORTION OF RANDOLPH STREET (70 FEET WIDE) AND A PORTION OF BLACKER A VENUE (70 FEET WIDE), ALL WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point lying at the northwesterly corner of Block 118, Alexander Addition and lying in the southeasterly right-of-way line of Blacker Avenue; *whence* an existing city monument lying 10 feet north and 10 feet east of the centerline intersection of N. Kansas Street and E. Hague Road, bears North 64°28'52" East, a distance of 1975.75 feet;

THENCE, South 56°11'17" West, with said southeasterly right-of-way line, a distance of 330.00 feet, to a point lying at the northwesterly corner of Block 119, Alexander Addition and in the northeasterly right-of-way line of Hawthorne Street, for a comer of this parcel; *whence* an existing city monument lying at the centerline intersection of W. Schuster Avenue and Lawton Drive bears South 12°53'42" East, a distance of 1022.38 feet;

THENCE, North 33°48'43" West, with said northeasterly right-of-way line, a distance of 70.00 feet to a point lying at the southwesterly corner of Block 122, Alexander Addition and lying in the northwesterly right-of-way line of Blacker Avenue, for a corner of this parcel;

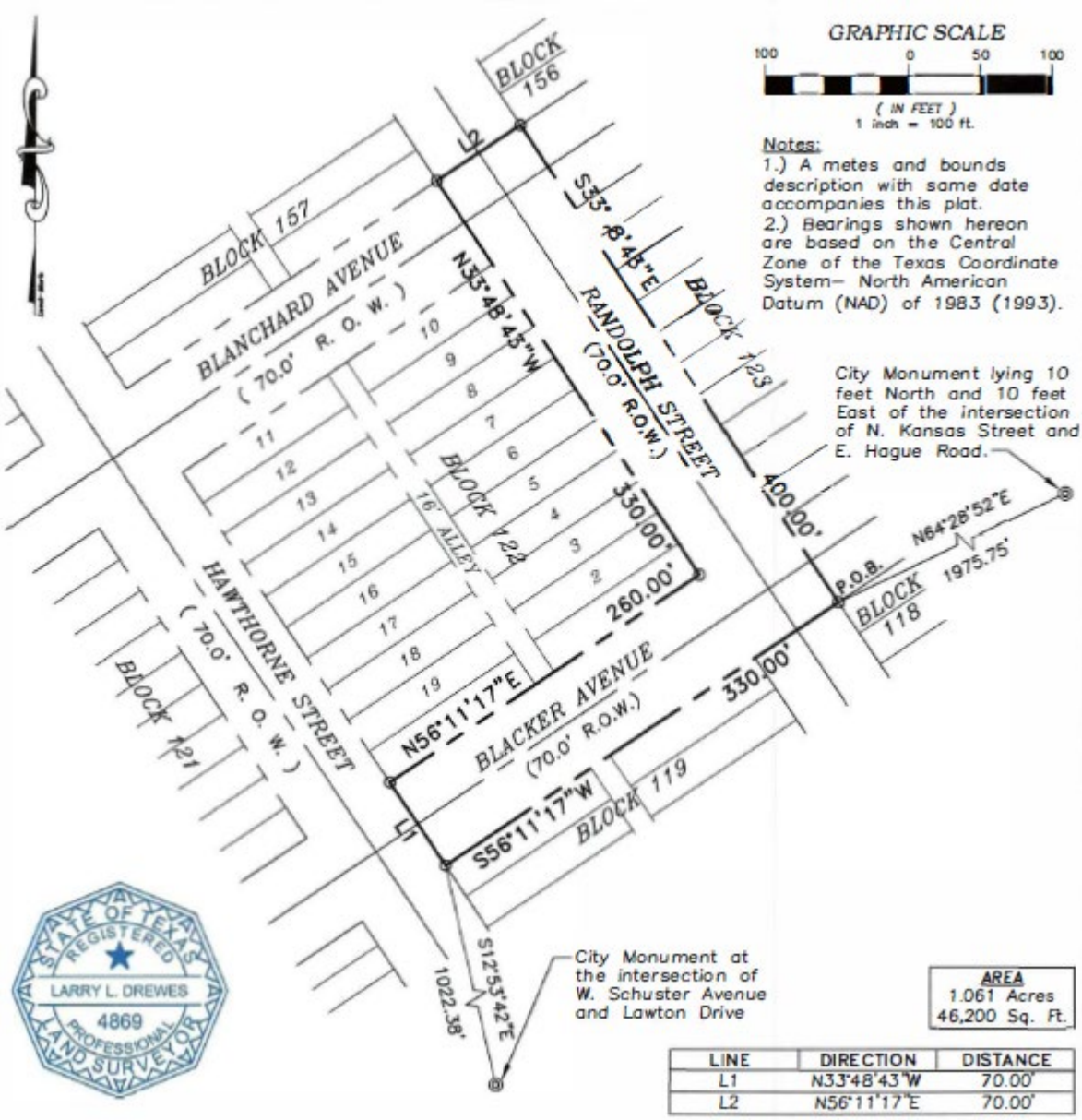
THENCE, North 56°11'17" East, with said northwesterly right-of way line, a distance of 260.00 feet to a point lying at the southeasterly comer of Block 122, Alexander Addition and lying in the southwesterly right-of-way line of Randolph Street, for a comer of this parcel;

THENCE, North 33°48'43" West, with said southwesterly right-of-way line, a distance of 330.00 feet to a point lying at the southeasterly corner of Block 157, Alexander Addition and lying in the northwesterly right-of-way line of Blanchard Avenue, for a corner of this parcel;

THENCE, North 56°11'17" East, with said northwesterly right-of-way line, a distance of 70.00 feet to a point lying at the southwesterly corner of Block 156, Alexander Addition and lying in the northeasterly right-of-way line of Randolph Street, for a corner of this parcel;

THENCE, South 33°48'43" East, with said northeasterly right-of-way line, a distance of 400.00 feet to the **POINT OF BEGINNING.**

Said parcel contains 1.06 Acres (46,200 Square feet) more or less.



LINE	DIRECTION	DISTANCE
L1	N33°48'43"W	70.00'
L2	N56°11'17"E	70.00'

File #: 25-881, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766
City Attorney's Office, Jesus Quintanilla, (915) 212-1046

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.40 (Department of Museums and Cultural Affairs), to remove references and language regarding the Museums and Cultural Affairs Board in Sections 2.40.030, 2.40.040, 2.40.050, 2.40.060, 2.40.070, and 2.40.080.

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

DEPARTMENT: Museums & Cultural Affairs Department

AGENDA DATE: August 5, 2025

PUBLIC HEARING DATE: August 19, 2025

CONTACT PERSON NAME: Ben Fyffe **PHONE NUMBER:** (915) 212-1766

2nd CONTACT PERSON NAME: Jesus A. Quintanilla **PHONE NUMBER:** (915) 212-1046

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 5: Promote Transparent & Consistent Communication Amongst All Members of the Community

SUBGOAL:

5.1: Set a climate of respects, collaboration and team spirit amoung the Council, City staff & Community communiunuty commuminty

SUBJECT:

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.40 (Department of Museums and Cultural Affairs), to remove references and language regarding the Museums and Cultural Affairs Advisory Board.

BACKGROUND / DISCUSSION:

On May 12, 2025, City Council directed that municipal boards and commissions be standardized to be enacted by resolution instead of ordinance. Additionally, Council directed that the Museums and Cultural Affairs Advisory Board be simplified by reducing appointees from 18 to 9. Current appointees will serve out terms, with re-appointments being controlled until board is at 9 members.

COMMUNITY AND STAKEHOLDER OUTREACH:

Office of Strategic Communications, City Attorney and City Clerk all have had advisement and input with MCAD staff.

PRIOR COUNCIL ACTION:

Council action related to boards and commissions on May 12, 2025.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2 (ADMINSTRATION AND PERSONNEL), CHAPTER 2.40 (DEPARTMENT OF MUSEUMS AND CULTURAL AFFAIRS), TO REMOVE REFERENCES AND LANGUAGE REGARDING THE MUSEUMS AND CULTURAL AFFAIRS BOARD IN SECTIONS 2.40.030, 2.40.040, 2.40.050, 2.40.060, 2.40.070, AND 2.40.080.

WHEREAS, the El Paso City Council establishes City Boards and Commissions to inform City Council under statutory authorization or on particular issues or subjects of interest to the Council; and

WHEREAS, the City of El Paso recognizes the importance of consistent governance and operational procedures across all city boards and commissions to ensure efficient and effective public administration; and

WHEREAS, on May 12, 2025, City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance; and

WHEREAS, by Ordinance No. 017424, the El Paso City Council codified the creation of the Museums and Cultural Affairs Board (the "Board") to serve as an advisory board to advise the department and City Council on matters pertaining to the cultural funding program, public art programming, and other departmental matters.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That El Paso City Code Title 2 (ADMINISTRATION AND PERSONNEL), Chapter 2.40 (DEPARTMENT OF MUSEUMS AND CULTURAL AFFAIRS), Sections 2.40.030 (Advisory board—Created—Members—Appointment), 2.40.040 (Advisory board—Members—Terms), 2.40.050 (Advisory board—Officers and quorum), 2.40.060 (Museums and cultural affairs advisory board—Duties), 2.40.080 (Administration of the public art program and establishment of the public art committee) will be repealed so as to read as follows:

2.40.030 - Reserved.
2.40.040 - Reserved.
2.40.050 - Reserved.
2.40.060 - Reserved.
2.40.080 - Reserved.

SECTION 2. That El Paso City Code Title 2 (ADMINISTRATION AND PERSONNEL), Chapter 2.40 (DEPARTMENT OF MUSEUMS AND CULTURAL AFFAIRS), Section 2.40.070 (Art in municipal places), Subsection B, Subsubsection B.5. shall hereby be amended to read as follows:

5. “Museums and cultural affairs advisory board” means the board established by resolution by City Council.

SECTION 3. Except as expressly herein amended, all other provisions of the El Paso City Code will remain in full force and effect. The requirements of this ordinance will take effect 90 days from its adoption and publication in accordance with and as provided by law and the City Charter.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ben Fyffe, Managing Director
Quality of Life

File #: 25-912, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Planning and Inspections, Kevin Smith, (915) 212-1566
City Attorney's Office, Russell Abeln, (915) 212-1127

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.08 (City Plan Commission) to add Section 2.08.160 (Climate and Sustainability) in order to modify the purview of City Plan Commission to include Climate and Sustainable Development.

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

DEPARTMENT: Planning and Inspections and City Attorney's Office

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/19/25

CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 915-212-1566

2nd CONTACT PERSON NAME: Russell Abeln **PHONE NUMBER:** 915-212-1127

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 5 - Promote Transparent and Consistent Communication Amongst all Members of the Community

SUBGOAL:

5.1 - Set a climate of respect, collaboration and team spirit among Council, city staff and the community

SUBJECT:

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.08 (City Plan Commission) to add Section 2.08.160 (Climate and Sustainability) in order to modify the purview of City Plan Commission to include Climate and Sustainable Development.

BACKGROUND / DISCUSSION:

On May 12, 2025, City Council accepted staff's recommendations as revised to update the City Plan Commission purview to include Climate and Sustainable Development. This item will amend the Ordinance to include this purview.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

May 12, 2025 - Council accepted staff's recommendations as revised to the City Plan Commission by including Climate and Sustainable Development under their purview.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Tiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.08 (CITY PLAN COMMISSION) TO ADD SECTION 2.08.160 (CLIMATE AND SUSTAINABILITY) IN ORDER TO MODIFY THE PURVIEW OF CITY PLAN COMMISSION TO INCLUDE CLIMATE AND SUSTAINABLE DEVELOPMENT.

WHEREAS, the El Paso City Council establishes City Boards and Commissions to inform City Council under statutory authorization or on particular issues or subjects of interest to the Council; and

WHEREAS, on May 12, 2025, City Council adopted a plan to consolidate and streamline the City's Boards and Commissions; and

WHEREAS, as a result of this plan the Regional Renewable Advisory Committee is dissolved and its purview over climate and sustainable development is moved to the City Plan Commission

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That El Paso City Code Title 2 (Administration and Personnel) , Chapter 2.08 (City Plan Commission, is hereby amended to include Section 2.08.160 (Climate and Sustainability) as follows:

2.08.160 -Climate and Sustainability

> The commission shall advise the city council on matters relating to climate and environmental sustainability, including strategies to enhance the City's resilience, reduce emissions, and promote sustainable development.

SECTION 2. Except as expressly herein amended, all other provisions of the El Paso City Code will remain in full force and effect

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning & Inspections Department

File #: 25-913, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Planning and Inspections, Kevin Smith, (915) 212-1566
City Attorney's Office, Russell Abeln, (915) 212-1127

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 2 (Administration and Personnel), to amend Chapter 2.22 (Open Space Advisory Board) and replace with Chapter 2.22 (Reserved). To remove references and language regarding the Open Space Advisory Board in its entirety.

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

DEPARTMENT: Planning and Inspections and City Attorney's Office

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/19/25

CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 915-212-1566

2nd CONTACT PERSON NAME: Russell Abeln **PHONE NUMBER:** 915-212-1127

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 5 - Promote Transparent and Consistent Communication Amongst all Members of the Community

SUBGOAL:

5.1 - Set a climate of respect, collaboration and team spirit among Council, city staff and the community

SUBJECT:

An Ordinance amending Title 2 (Administration and Personnel), to amend Chapter 2.22 (Open Space Advisory Board) and replace with Chapter 2.22 (Reserved). To remove references and language regarding the Open Space Advisory Board in its entirety.

BACKGROUND / DISCUSSION:

On May 12, 2025, City Council accepted staff's recommendations as revised to update various Boards and Committees. This item will repeal the verbiage for the Open Space Advisory Board in El Paso City Code Title 2. An updated enabling resolution, which will redefine the intent and purpose and to require quarterly meetings, will be considered at the August 19, 2025 City Council meeting.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

May 12, 2025 - Council accepted staff's recommendations as revised to the Open Space Advisory Board by updating the enabling resolution to redefine the intent and purpose and to require quarterly meetings.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

REVISED
1:14 pm, Jul 30, 2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), TO AMEND CHAPTER 2.22 (OPEN SPACE ADVISORY BOARD) AND REPLACE WITH CHAPTER 2.22 (RESERVED). TO REMOVE REFERENCES AND LANGUAGE REGARDING THE OPEN SPACE ADVISORY BOARD IN ITS ENTIRETY.

WHEREAS, the El Paso City Council establishes City Boards and Commissions to inform City Council under statutory authorization or on particular issues or subjects of interest to the Council; and

WHEREAS, the City of El Paso recognizes the importance of consistent governance and operational procedures across all city boards and commissions to ensure efficient and effective public administration; and

WHEREAS, on May 12, 2025, City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance; and

WHEREAS, by Ordinance No. 017123, the El Paso City Council created the Open Space Advisory Board (the "Board"); and

WHEREAS, the El Paso City Council wishes to repeal the Ordinance enacting the Board as a future resolution will be adopted in its place.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That Ordinance No.017123 be repealed.

SECTION 2. That El Paso City Code Title 2 (Administrative Personnel), Chapter 2.22. (Open Space Advisory Board) is hereby amended to read as follows:

Title 2 (Administration and Personnel) Chapter 2.22 (Reserved).

SECTION 3. Except as expressly herein amended, Title 2 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____

Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
_____
Russell Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip Etiwe, Director
Planning & Inspections Department

File #: 25-939, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Economic and International Development, Adriana Pulecio, (915) 212-0094

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 2 (Administration And Personnel), to remove Chapter 2.72 (Committee on Border Relations) to remove references and language regarding the Committee on Border Relations in its entirety.

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

DEPARTMENT: Economic and International Development

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/5/25

CONTACT PERSON NAME: Adriana Pulecio **PHONE NUMBER:** 915-212-0094

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 5: Promote transparent and consistent communication amongst all members of the community

SUBGOAL:

5.1 Set a climate of respect, collaboration and team spirit among Council, City staff and the community

SUBJECT:

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), TO REMOVE CHAPTER 2.72 (COMMITTEE ON BORDER RELATIONS) TO REMOVE REFERENCES AND LANGUAGE REGARDING THE COMMITTEE ON BORDER RELATIONS IN ITS ENTIRETY.

BACKGROUND / DISCUSSION:

This Ordinance follows Council direction to develop and adopt a uniform ordinance to standardize boards and commissions by addressing:
• Membership requirements and composition.
• Board terms.
• Responsibilities of board members to include a Code of Conduct agreement, handbook.
• Clarification of operational and advisory roles.
• Standardize boards to be enacted by Resolution instead of Ordinance
• Closed session guidelines.
• Mandatory annual training for all board liaisons and relevant City staff.
• Streamline directives, reports and communications from boards/commissions via City Manager's Office

COMMUNITY AND STAKEHOLDER OUTREACH:

None

PRIOR COUNCIL ACTION:

On May 12, 2025, City Council took action to direct staff to develop and adopt a uniform ordinance to standardize boards and commissions.

AMOUNT AND SOURCE OF FUNDING:

None

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None

NAME	AMOUNT ($)
N/A	$ 0.00

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RECEIVED
By City Clerk's Office at 3:12 pm, Jul 28, 2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), TO REMOVE CHAPTER 2.72 (COMMITTEE ON BORDER RELATIONS) TO REMOVE REFERENCES AND LANGUAGE REGARDING THE COMMITTEE ON BORDER RELATIONS IN ITS ENTIRETY.

WHEREAS, the El Paso City Council establishes City Boards and Commissions to inform City Council under statutory authorization or on particular issues or subjects of interest to the Council; and

WHEREAS, the City of El Paso recognizes the importance of consistent governance and operational procedures across all city boards and commissions to ensure efficient and effective public administration; and

WHEREAS, on May 12, 2025, City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance; and

WHEREAS, by Ordinance No. 018789, the El Paso City Council created the Committee on Border Relations (the "Committee") to serve as an advisory committee for the purpose of making recommendations to the City Council and the binational task force or successor entity of the latter on programs or projects to enhance and benefit the relations between the City of El Paso and Ciudad Juarez; and

WHEREAS, the El Paso City Council wishes to repeal the Ordinance enacting the Committee as a Resolution will be adopted in its place.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That Ordinance No. 018789 be repealed in its entirety.

SECTION 2. That El Paso City Code Title 2, Chapter 2.72 is hereby deleted to read as follows:

Chapter 2.72 – Reserved.

SECTION 3. Except as expressly herein amended, all other provisions of the El Paso City Code will remain in full force and effect. Any provision of this ordinance deemed illegal will be severed and the remainder will remain in effect. The requirements of this ordinance will take effect 90 days from its adoption and publication in accordance with and as provided by law and the City Charter.

(*Signatures begin on the following page*)

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Adriana Pulecio
Internation Business & Trade
Development Manager

File #: 25-934, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Parks and Recreation, Pablo Caballero, (915) 212-0092

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.20 (Boards of Parks and Recreation), to remove reference and language regarding the Parks and Recreation Advisory Board in Chapter 2.20.

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

DEPARTMENT: Parks and Recreation

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/19/25

CONTACT PERSON NAME: Pablo Caballero **PHONE NUMBER:** (915) 212-0092

2nd CONTACT PERSON NAME: **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL:
Goal 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

SUBJECT:

1st Reading of Ordinance:
An ordinance amending Title 2 (Administration and Personnel), Chapter 2.20 (Boards of Parks and Recreation), to remove reference and language regarding the Parks and Recreation Advisory Board in Chapter 2.20.

BACKGROUND / DISCUSSION:

On May 12, 2025, City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinances.

By Ordinance No. 017424, the El Paso City Council codified the creation of the Board of Parks and Recreation to advise the Mayor and City Council on improvement and development of parks and recreation facilities, services, and programs and to promote close cooperation between the City and all private citizens, institutions, and agencies interested in the establishment and development of parks and recreation activities.

The first reading of the Ordinance will be on August 5, 2025, and the second reading on August 19, 2025.

COMMUNITY AND STAKEHOLDER OUTREACH:

n/a

PRIOR COUNCIL ACTION:

01/22/25: City Council directed the City Manager and City Attorney to conduct a review of all City Boards and Commissions and return to Council with recommendations.

05/12/25: City Council accepted Staff's recommendation to develop and adopt a uniform Ordinance to standardize boards and commissions.

AMOUNT AND SOURCE OF FUNDING:

n/a

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

n/a

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2 (ADMINSTRATION AND PERSONNEL), CHAPTER 2.20 (BOARDS OF PARKS AND RECREATION), TO REMOVE REFERENCES AND LANGUAGE REGARDING THE PARKS AND RECREATION ADVISORY BOARD IN CHAPTER 2.20.

WHEREAS, the El Paso City Council establishes City Boards and Commissions to inform City Council under statutory authorization or on particular issues or subjects of interest to the Council; and

WHEREAS, the City of El Paso recognizes the importance of consistent governance and operational procedures across all city boards and commissions to ensure efficient and effective public administration; and

WHEREAS, on May 12, 2025, City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance; and

WHEREAS, by Ordinance No. 017124 the El Paso City Council codified the creation of the Board of Parks and Recreation (the "Board") to advise the Mayor and City Council on improvement and development of parks and recreation facilities, services, and programs and to promote close cooperation between the City and all private citizens, institutions, and agencies interested in the establishment and development of parks and recreation activities.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That El Paso City Code Title 2 (ADMINISTRATION AND PERSONNEL), Chapter 2.20 (BOARDS OF PARKS AND RECREATION) is hereby repealed so as to read as follows:

Chapter 2.20 – Reserved.

SECTION 2. Except as expressly herein amended, all other provisions of the El Paso City Code will remain in full force and effect. The requirements of this ordinance will take effect 90 days from its adoption and publication in accordance with and as provided by law and the City Charter.

ADOPTED this _____ day of _____, 2025.

(*Signatures on Following Page*)

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Pablo Caballero, Director
Parks and Recreation

File #: 25-901, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Animal Services Department, Terry Kebschull, (915) 212-8742

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 7 (Animals), Chapter 7.28 (Animal Shelter Advisory Committee), to remove references and language regarding the Animal Shelter Advisory Committee in its entirety.

REVISED
4:06 pm, Jul 22, 2025

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

DEPARTMENT: Animal Services

AGENDA DATE: August 5, 2025

PUBLIC HEARING DATE: August 19, 2025

CONTACT PERSON NAME: Terry K. Kebschull, Animal Services Director **PHONE NUMBER:** (915)212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

Request that the Mayor of the City of El Paso sign an ordinance amending Title 7 (Animals), Chapter 7.28 (Animal Shelter Advisory Committee), to remove references and language regarding the Animal Shelter Advisory Committee in its entirety.

BACKGROUND / DISCUSSION:

City Council previously established the Animal Shelter Advisory Committee (ASAC) through Ordinance Nos. 17039 and 17746. On May 12, 2025, Council directed that all boards and commissions be enacted by resolution rather than ordinance. In line with this directive, this ordinance repeals Ordinance Nos. 17039 and 17746 in their entirety, thereby removing Chapter 7.28 (Animal Shelter Advisory Committee) from the City Code and allowing a resolution to be adopted in its place.

COMMUNITY AND STAKEHOLDER OUTREACH:

NA

PRIOR COUNCIL ACTION:

On February 1, 2009, City Council enacted Ordinance No. 17039 creating the ASAC. Ordinance No. 17746 made further amendments to the Committee's structure. On May 12, 2025, City Council directed that boards and commissions transition to resolution format.

AMOUNT AND SOURCE OF FUNDING:

Amount: N/A
Funding Source: N/A
Account: N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)
NA	NA

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

DEPARTMENT HEAD: Terry K. Kebschull

Terry K. Kebschull, Animal Services Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.28 (ANIMAL SHELTER ADVISORY COMMITTEE), TO REMOVE REFERENCES AND LANGUAGE REGARDING THE ANIMAL SHELTER ADVISORY COMMITTEE IN ITS ENTIRETY.

WHEREAS, the El Paso City Council establishes City Boards and Commissions to inform City Council under statutory authorization or on particular issues or subjects of interest to the Council; and

WHEREAS, the City of El Paso recognizes the importance of consistent governance and operational procedures across all city boards and commissions to ensure efficient and effective public administration; and

WHEREAS, on May 12, 2025, City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance; and

WHEREAS, by Ordinance No. 17039 and No. 17746, the El Paso City Council created the Animal Shelter Advisory Committee (Committee) to serve as an advisory committee for matters related to animal shelters located in the city of El Paso, pursuant to the Texas Health and Safety Code Chapter 823; and

WHEREAS, the El Paso City Council wishes to repeal the Ordinance enacting the Committee, as a Resolution will be adopted in its place.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That Ordinance No. 17039 and No. 17746 be repealed in their entirety.

SECTION 3. Except as expressly herein amended, Title 7 (Animals) of the El Paso City Code shall remain in full force and effect.

SECTION 4. Except as expressly herein amended, all other provisions of the El Paso City Code will remain in full force and effect. Any provision of this ordinance deemed illegal will be severed and the remainder will remain in effect. The requirements of this ordinance will take effect 90 days from its adoption and publication in accordance with and as provided by law and the City Charter.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Terry Kebschull, Director
Department of Animal Services

File #: 25-837, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
City Clerk's Office, Laura D. Prine, (915) 212-0049

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.04 (Boards, and Commissions and Committees Generally) to rename and amend Section 2.04.010 (Meetings-Excessive Absences) to remove references of excessive absences, Section be renamed "Uniform Bylaws," and require Boards and Commissions to adopt the City's Uniform Bylaws; to amend Section 2.04.020 (Meetings-Minutes-Recordkeeping Requirements) to update the requirements of recordkeeping meeting minutes.

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

DEPARTMENT: City Clerk's Office

AGENDA DATE: 7/22/25

PUBLIC HEARING DATE: 8/5/25

CONTACT PERSON NAME: Laura D. Prine **PHONE NUMBER:** (915) 212-0049

2nd CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

GOAL 6 SET THE STANDARD FOR SOUND GOVERNANCE AND FISCAL MANAGEMENT

SUBGOAL:

6.8 Support transparent and inclusive government.

SUBJECT:

1ST READING OF ORDINANCE:
AN ORDINANCE AMENDING TITLE 2 (ADMINSTRATION AND PERSONNEL), CHAPTER 2.04 (BOARDS, AND COMMISSIONS AND COMMITTEES GENERALLY) TO RENAME AND AMEND SECTION 2.04.010 (MEETINGS—EXCESSIVE ABSENCES) TO REMOVE REFERENCES OF EXCESSIVE ABSENCES, SECTION BE RENAMED "UNIFORM BYLAWS," AND REQUIRE BOARDS AND COMMISSIONS TO ADOPT THE CITY'S UNIFORM BYLAWS; TO AMEND SECTION 2.04.020 (MEETINGS—MINUTES—RECORDKEEPING REQUIREMENTS) TO UPDATE THE REQUIREMENTS OF RECORDKEEPING MEETING MINUTES.

BACKGROUND / DISCUSSION:

On May 12, 2025 Council took action to accept staff's recommendation to develop and adopt a uniform Ordinance to standardize boards and commissions by implementing uniform bylaws and update the requirements of record keeping meeting minutes.

The bylaws will standardize City governed Boards unless otherwise specified by applicable law by addressing topics such as membership requirements, board member terms, clarification of operational and advisory roles, closed session guidelines, training requirements, reporting, and member and staff responsibilities.

The first reading of the Ordinance will be on July 22, 2025 and the second reading on August 5, 2025.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

On January 22, 2025, City Council directed the City Manager and City Attorney to conduct a review of all City Boards and Commissions and return to Council with recommendations.

On May 12, 2025, City Council accepted the Staff's recommendations to develop and adopt a uniform Ordinance to standardize boards and commissions.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations made to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Laura D. Prine

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2 (ADMINSTRATION AND PERSONNEL), CHAPTER 2.04 (BOARDS, AND COMMISSIONS AND COMMITTEES GENERALLY) TO RENAME AND AMEND SECTION 2.04.010 (MEETINGS—EXCESSIVE ABSENCES) TO REMOVE REFERENCES OF EXCESSIVE ABSENCES, SECTION BE RENAMED "UNIFORM BYLAWS," AND REQUIRE BOARDS AND COMMISSIONS TO ADOPT THE CITY'S UNIFORM BYLAWS; TO AMEND SECTION 2.04.020 (MEETINGS—MINUTES—RECORDKEEPING REQUIREMENTS) TO UPDATE THE REQUIREMENTS OF RECORDKEEPING MEETING MINUTES.

WHEREAS, the El Paso City Council establishes City Boards and Commissions to inform City Council under statutory authorization or on particular issues or subjects of interest to the Council; and

WHEREAS, the City of El Paso recognizes the importance of consistent governance and operational procedures across all city boards and commissions to ensure efficient and effective public administration; and

WHEREAS, on May 12, 2025 City Council directed the development and adoption of a uniform ordinance to standardize boards and commissions; and

WHEREAS, the City desires to amend Chapter 2.04 to add language establishing a set of uniform bylaws to be adopted and followed by all city boards to promote standardization, transparency, and accountability, and update the process of recordkeeping meeting minutes; and

WHEREAS, adoption of the City's uniform bylaws by all city boards and updating the process of recordkeeping meeting minutes is in the best interest of the City as they will provide a consistent governance framework, ensure consistent City policy and compliance with applicable laws.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That section 2.04.010 (Meetings—Excessive absences) of Chapter 2.04 (Boards, and Commissions and Committees Generally), be renamed to "Uniform bylaws" and be amended to read as follows:

A. All city boards and commissions established by the City will adopt and implement the City Uniform Bylaws. The City Uniform Bylaws will be the standard bylaws for all City Boards unless otherwise specified by the City Charter, state law, federal law, or other applicable law.

B. The City Manager and City Clerk may recommend amendments to the City Uniform Bylaws. Proposed amendments will be submitted in writing to the City Clerk, who will forward them to the City Council for consideration and approval by simple majority.

SECTION 2. That section 2.04.020 (Meetings—Minutes—Recordkeeping requirements), be amended to read as follows:

A. All duly constituted boards and commissions of the city are required to file their meetings with the city clerk of the city. The original minutes will be filed with the city clerk upon approval by the appropriate board and commission.

B. The city clerk is required to maintain a file of the minutes of the meetings of all boards and commissions for inspection by the mayor and council and the public.

C. The city clerk is authorized to require a uniform format of such minutes.

SECTION 3. Except as expressly herein amended, all other provisions of the El Paso City Code will remain in full force and effect. Any provision of this ordinance deemed illegal will be severed and the remainder will remain in effect. The requirements of this ordinance will take effect 90 days from its adoption and publication in accordance with and as provided by law and the City Charter.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Sarah L. Hartnett
_____
Sarah L. Hartnett
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Laura D. Prine
_____
Laura D. Prine
City Clerk

REDLINE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2 (ADMINSTRATION AND PERSONNEL), CHAPTER 2.04 (BOARDS, AND COMMISSIONS AND COMMITTEES GENERALLY) TO RENAME AND AMEND SECTION 2.04.010 (MEETINGS—EXCESSIVE ABSENCES) TO REMOVE REFERENCES OF EXCESSIVE ABSENCES, SECTION BE RENAMED "UNIFORM BYLAWS," AND REQUIRE BOARDS AND COMMISSIONS TO ADOPT THE CITY'S UNIFORM BYLAWS; TO AMEND SECTION 2.04.020 (MEETINGS—MINUTES—RECORDKEEPING REQUIREMENTS) TO UPDATE THE REQUIREMENTS OF RECORDKEEPING MEETING MINUTES.

WHEREAS, the El Paso City Council establishes City Boards and Commissions to inform City Council under statutory authorization or on particular issues or subjects of interest to the Council; and

WHEREAS, the City of El Paso recognizes the importance of consistent governance and operational procedures across all city boards and commissions to ensure efficient and effective public administration; and

WHEREAS, on May 12, 2025 City Council directed the development and adoption of a uniform ordinance to standardize boards and commissions; and

WHEREAS, the City desires to amend Chapter 2.04 to add language establishing a set of uniform bylaws to be adopted and followed by all city boards to promote standardization, transparency, and accountability, and update the process of recordkeeping meeting minutes; and

WHEREAS, adoption of the City's uniform bylaws by all city boards and updating the process of recordkeeping meeting minutes is in the best interest of the City as they will provide a consistent governance framework, ensure consistent City policy and compliance with applicable laws.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That section 2.04.010 (Meetings—Excessive absences) of Chapter 2.04 (Boards, and Commissions and Committees Generally), be renamed to "Uniform bylaws" and be amended to read as follows:

~~When a member of any city board or committee is absent from three consecutive meetings of the board or committee, the chairman, vice-chairman or secretary of the board or committee shall report this fact to the mayor and city council so that consideration may be given to removal of such member~~.

All city boards and commissions established by the City will adopt and implement the City Uniform Bylaws. The City Uniform Bylaws will be the standard bylaws for all City Boards unless otherwise specified by the City Charter, state law, federal law, or other applicable law.

A. The City Manager and City Clerk may recommend amendments to the City Uniform Bylaws. Proposed amendments will be submitted in writing to the City Clerk, who will forward them to the City Council for consideration and approval by simple majority.

SECTION 2. That section 2.04.020 (Meetings—Minutes—Recordkeeping requirements), be amended to read as follows:

A. All duly constituted boards and commissions of the city are required to file minutes of their meetings with the city clerk of the city. The original ~~and two copies of the~~ minutes will be filed with the city clerk ~~within a reasonable time after the minutes have~~ ~~been approved~~ upon approval by the appropriate board and commission.

B. The city clerk is required to maintain a file of the minutes of the meetings of all boards and commissions for inspection by the mayor and council and the public.

C. The city clerk is authorized to require a uniform format of such minutes.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Sarah L. Hartnett

Sarah L. Hartnett
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Laura Prine
City Clerk

RECEIVED
By City Clerk's Office at 6:27 pm, Jul 09, 2025

CITY OF EL PASO, TEXAS
BOARDS AND COMMISSIONS
Uniform Bylaws

Article I-Purpose

El Paso City Council establishes City Boards and Commissions ("Boards") to inform City Council under statutory authorization or on particular issues or subjects of interest to the Council. These Uniform Bylaws ("Bylaws") are established to provide a consistent governance framework for all Boards operating within the City of El Paso, and to ensure consistent City policy and compliance with applicable laws. The purpose of these Bylaws is to ensure efficient, transparent, and accountable operations across all Boards, while respecting their unique roles and responsibilities within the City of El Paso.

Article II-Scope

2.1 Applicability. These Bylaws will apply to and control all City governed Boards established by or operating within the City of El Paso, unless otherwise specified by applicable law, regulation, resolution, or an express exemption granted by the City Council. This policy does not apply to certain committees, boards, and commissions of the City that are external or have independent legal status as separate entities.

2.2 Limitation on Authority. Unless otherwise authorized by law that specifically provides for the establishment and function of a particular City board or commission, Boards generally will have no executive, administrative, judicial, or operational functions. Their function will be solely to study and make recommendations to City Council within the scope of the subject matter specified in the statute, ordinance, or resolution establishing them. Boards will not be empowered, nor assume by their appointment to be empowered, with authority on behalf of the City to decide matters of City policy; oversee or enter into any contract; procure materials or services; recruit, hire, direct, manage, review or terminate staff, or involve themselves in any other way in personnel matters; seek, inquire about, or negotiate regarding the purchase, sale or lease of property. Individual City Board members or the Boards may not use the Board as a vehicle for political activity or to engage in political activity such as lobbying or campaigning on an issue. A Board may, as a body, take a position on certain issues as long as the issue is aligned with the Board's mission and purpose as set by City Council or by law. Boards will not have, nor assume to have, any authority to raise funds or solicit revenues, nor incur indebtedness, nor to expend City resources of any type. Any resources necessary for the support of a Board's meetings will be approved by City Council as part of the departmental budgetary process. City Council will specifically approve any other special or extraordinary expenditures requested by Boards.

2.3 Scope of Interest. The scope of each Board's interest and activity will be limited to that specified in the law, resolution, or order establishing or providing for the Board. If not specified, the scope will be as indicated by the title of the Board and directive from City Council. Agenda items must be items within the scope of the Board.

Article III-Board Structure and Composition

3.1 Eligibility. To be eligible for appointment to the commission, a person must:

3.1.1 Be eighteen years or older.

3.1.2 Reside in the City of El Paso.

3.1.3 Appointed based on their interest and experience relevant to the specific board.

3.1.4 Not be involved in litigation against the City of El Paso.

3.1.5 Not be in any financial obligation to the City of El Paso.

3.1.6 Not be a current employee or have been employed by the City of El Paso in the last two (2) years.

3.1.7 Not be related within the third degree of consanguinity or within the third degree of affinity to a member of the city council or the city manager as defined within the Code of Ethics Section 2.92.020.

3.2 Structure. The structure of the members is set below unless it is set or stated differently by statute, City Charter, City Code, or resolution.

3.2.1 Number. The number of members will be nine.

3.2.2 Appointment. The members of the Board will be those appointed by the Mayor and each member of City Council.

3.2.3 Term. The appointment of all members will be for a two-year term. The term will begin on September 1 and conclude on August 31, with appointments from districts 2, 3, 4, and 7 and the mayor to begin in odd-numbered years, and districts 1, 5, 6, and 8 to begin in even-numbered years. If needed, the first term thereafter for districts with terms beginning on even numbered years will be for one year, however, all terms thereafter will be for two years. An individual may serve no more than two full (2) consecutive terms on the Board and for no more than six (6) years in total.

3.2.4 Quorum. A quorum of the Board must be present to conduct a meeting. A quorum will consist of five (5) members.

3.2.5 Holding over. When the time the term of office of any member expires, the member will continue to serve until their successor is appointed and qualified, or until thirty (30) days have passed following the expiration of the term, whichever event occurs first. Any holding over past the thirty (30) day period is prohibited, and after that time a vacancy will exist.

3.2.6 Attendance. A member who cannot attend a Board will notify the Board Liaison or Chair prior to the meeting, or as soon as practicable. The Board Liaison will report any member who is absent from three consecutive meetings to the Mayor and City Council. The Chair will attach an attendance record to the Committee's annual report to the Mayor and City Council.

3.2.7 Removal. Any member who fails to attend three consecutive meetings or has an attendance record of less than sixty percent automatically vacates their position for the remainder of the unexpired term.

3.2.8 Vacancies. Vacancies of a board are to be filled by the appointing Member of City Council for the remainder of the unexpired term, as it applies to their own appointment slot. If appointed to fulfill an unexpired term, an individual may also serve two full terms on the Board.

3.2.9 Subcommittees. Strongly discouraged. Can only be established within the framework of the Board's enabling resolution.

3.3 Board Leadership.

3.3.1 Each Board will choose a Chair and Vice Chair. The officers will be elected annually by a simple majority vote of the members present at the last meeting of their term.

3.3.2 Board Liaison: Each Board will be related to or affiliated with a specific city department. The head of that department, or designee, will serve as Board Liaison to the Board. The Liaison will be responsible for ensuring the carrying out of the duties, as well as serving as a non-partisan, non-voting guiding facilitator during the meetings.

3.3.3 Legal Representative. Each Board will be assigned an assistant city attorney to advise the board on matters of law. The legal representative will be responsible with providing non-partisan, non-voting guidance on legal restrictions, authorities, and any consequences from Board actions.

3.4 Duties. The duties of the officers and members are as follows:

3.4.1 Chair. Votes on all matters. It is the responsibility of the chair to: (1) Be thoroughly familiar with the Board's rules of order, by-laws, enabling resolutions, code of conduct handbook, code of conduct agreement, and State law and relevant City policies, practices, protocols and procedures, including this policy; (2) Inform the members, when necessary or referred to for that purpose, on pertinent points of order or practice; (3) Open and call official meetings of the Board to order; (4) Recognize members entitled to the floor; (5) Expedite business in every way compatible with the rights of the members; (6) Restrain members engaged in debate within the rules of order and (7) Enforce on all occasions the observance of civility, order and decorum among the members and others in attendance.

3.4.2 Vice Chair. Votes on all matters. It is the responsibility of the Vice Chair to preside in the chair's absence. In cases of the chair's illness, resignation, or death, the vice chair is first in line to assume the office of chair for the remainder of the unexpired term.

3.4.3 Board Liaison. The Board Liaison serves as the secretary. They do not vote on matters, and do not count towards quorum. It is the responsibility of the Board Liaison to: (1) Keep the official records of the Board; (2) Record in the formal minutes the actions of the group; (3) Keep attendance of the members and call roll when required; (4) Work with City Council on filling vacancies and immediately communicate any changes to member status (i.e. excessive absences and resignations) to the appointing office; (5) Post notice of public meetings in accordance with the Texas Open Meetings Act; (6) Format, compile, prepare, post and distribute meeting agendas and materials to the members of the Board; (7) Post signage for meeting locations; (8) File the minutes with the Clerk's Office upon approval; (9) Announce the business of the day; (10) State, call for and put to vote all questions moved or necessary in the course of the proceedings, and to announce the results of the vote; (11) Conduct correspondence for the group as necessary and appropriate; (12) Maintain in good order the Board's enabling statute or resolution; (13) Be familiar with relevant regulations, policies, practices, protocols and procedures, including this Policy, as may be amended from time to time; (14) Provide Board specific training and an

orientation for all newly appointed Board members; and, (15) Provide guidance and information to the Board.

3.4.4 Members. It is the responsibility of each appointee to Boards to respect and uphold City policies, practices, protocols and procedures. It is the responsibility of each appointee to conduct themselves at all times with appropriate civility, respect and decorum, mindful that their conduct before the public reflects upon the integrity of the El Paso City Council.

3.4.5 Representation. A Board, its officers, or the members, will not represent the City to any state, county, city, special district or school district, agency or commission, nor to any other organization or members of the public, on any matter unless specifically authorized to do so by City Council. Each member will serve without compensation or reimbursement of expenses unless otherwise provided in accordance with statute, ordinance or resolution authorizing the same and specifying the details thereof.

3.4.6 Rules of Order and Procedure. Robert's Rules of Order will be used as a general guide for the conduct of Boards.

3.4.7 Minutes. Each Board will keep written minutes of its meetings which will be maintained as public records in accordance with applicable laws. Minutes will include: (1) The kind of meeting; (2) The name of the Board; (3) The date, time, and location of the meeting; (4) The names of the Board members present and absent, note the time of late arrivals and early departures; (5) Whether the minutes of the previous meeting were approved; (6) Actions (motions) to include notations of: Language of motion made, by whom the motion was made and by whom it was seconded; (7) The results of all votes, including the names of members voting for and against each action, and whether the motion passed or failed; (8) The times the meeting started and adjourned, and (9) Statements or abstracts made by a member <u>that they specifically ask to be included in the record.</u> These specific and occasional directives should be the only time you include verbatim statements in the record.

3.4.8 Training and Orientation. All Board members will participate in a mandatory training and orientation program to ensure they are knowledgeable about their roles, responsibilities, and ethical obligations. Training will include, but is not limited to: Ethics, Code of Conduct, Rules of Order, Public Information Act, and Texas Open Meetings, Act, which will be coordinated by the Board Liaison. Board members must sign Code of Conduct agreement. Assistant City Attorney assigned to the Board will also provide an annual presentation to the Board regarding their charge, purview, legal requirements, etc.

3.4.9 Executive Session. There are limited circumstances in which a typical Board will need to hold executive sessions as provided for under the Texas Open Meetings Act. If the Board is advisory, there is no circumstances in which the Board will need to hold an executive session. Any Board having such a need must strictly adhere to the provisions of the Act in conducting such meetings when so authorized and approved by the City Attorney.

3.4.10 Reports. All Boards by August 1st of each year must develop an annual report of its activities and recommendations to be provided to City Council in writing, and can be presented during a Council meeting by the membership if desired.

3.4.11 Recommendations. The recommendations Boards wants City Council to consider for official action will be submitted to the City Manager for review before being provided to City Council, as deemed appropriate. City departments will retain the right to include an alternate recommendation for consideration.

Article IV-Miscellaneous Provisions

4.1 Conflicts of Interest. Each Board member will disclose any potential conflicts of interest, financial or otherwise, that may impact their ability to serve impartially on the Board.

4.2 Effective Date. These Uniform Bylaws will take effect _____, 2025, when Ordinance No. _____ is set to take effect, and will supersede any previous individual bylaws governing the Boards.

CITY OF EL PASO

Ordinance Amending Title 2, Chapter 2.04

Boards and Commissions and Committees Generally

August 5, 2025

Ordinance amendments

- Rename Section 2.04.010 (Meetings-Excessive Absences) to “Uniform Bylaws”
  - ➢ Remove references of excessive absences
  - ➢ Require adoption of “Uniform Bylaws”
- Amend Section 2.04.020 (Meetings-Minutes-Recordkeeping Requirements)
  - ➢ Require filing of original meeting minutes with the City Clerk



Uniform Bylaws will standardize:

- Membership Requirement and Composition
- Board Member Terms
- Clarification of Operational and Advisory Roles
- Closed Session Guidelines
- Reporting
- Board Member and Staff Responsibilities

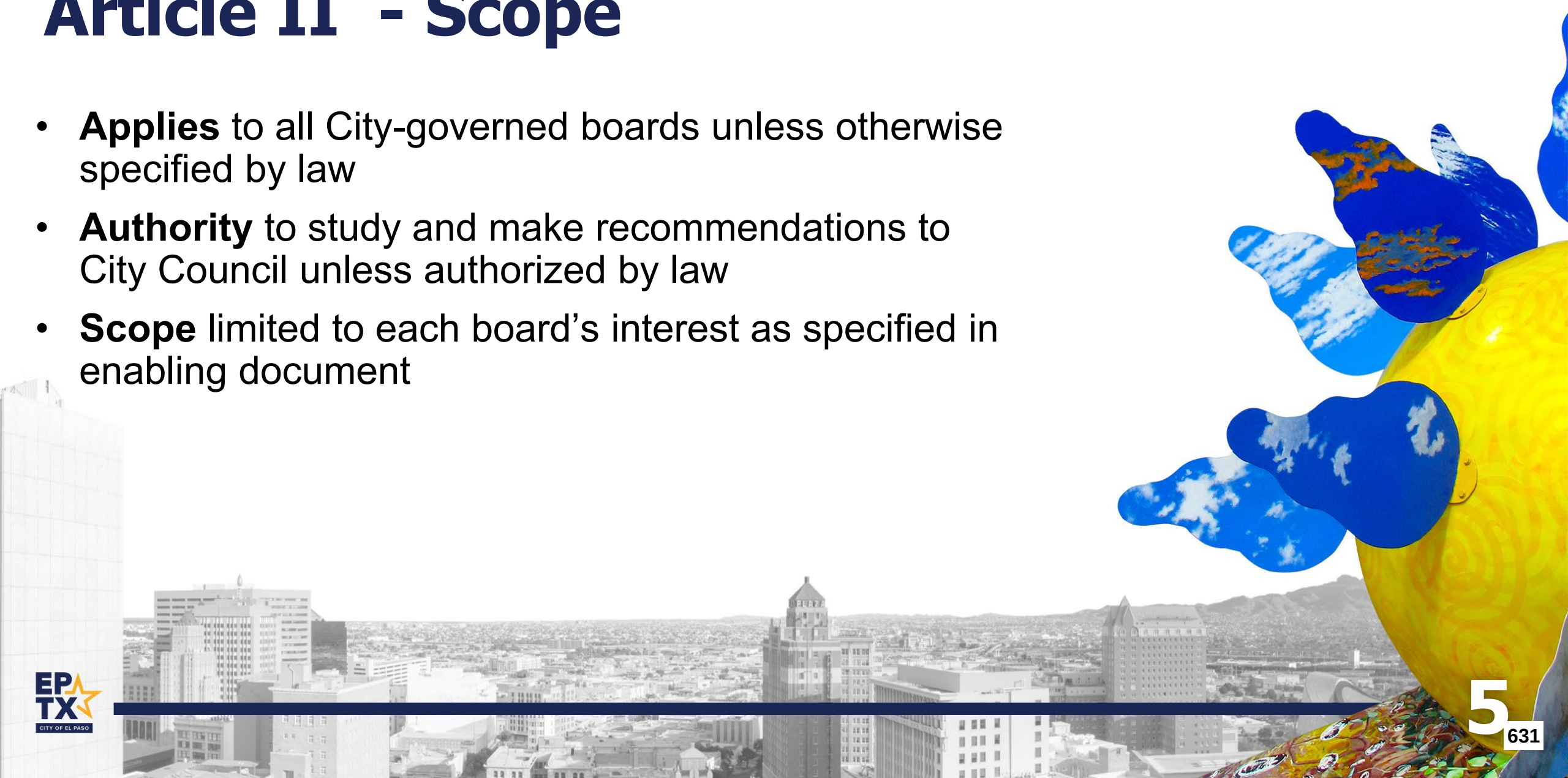
Article I - Purpose

- Provide consistent **governance** framework for all Boards
- Ensure consistent City **policy and compliance** with applicable laws
- Ensure **efficient, transparent, and accountable operations** across all Boards, while respecting their unique roles and responsibilities



Article II - Scope

- **Applies** to all City-governed boards unless otherwise specified by law
- **Authority** to study and make recommendations to City Council unless authorized by law
- **Scope** limited to each board's interest as specified in enabling document



Article III – Composition

- **Eligibility:** 18 years+, El Paso resident, and meet criteria
- **Structure:** 9 members per board
- **Term:** 2-year staggered terms (fiscal year), max 6 years in total
- **Quorum:** 5 members
- **Holding Over:** until successor is appointed or 30 days after term expires
- **Attendance:** Council notification after 3 consecutive absences
- **Removal: upon** 3 consecutive absences or has an attendance record of less than 60%



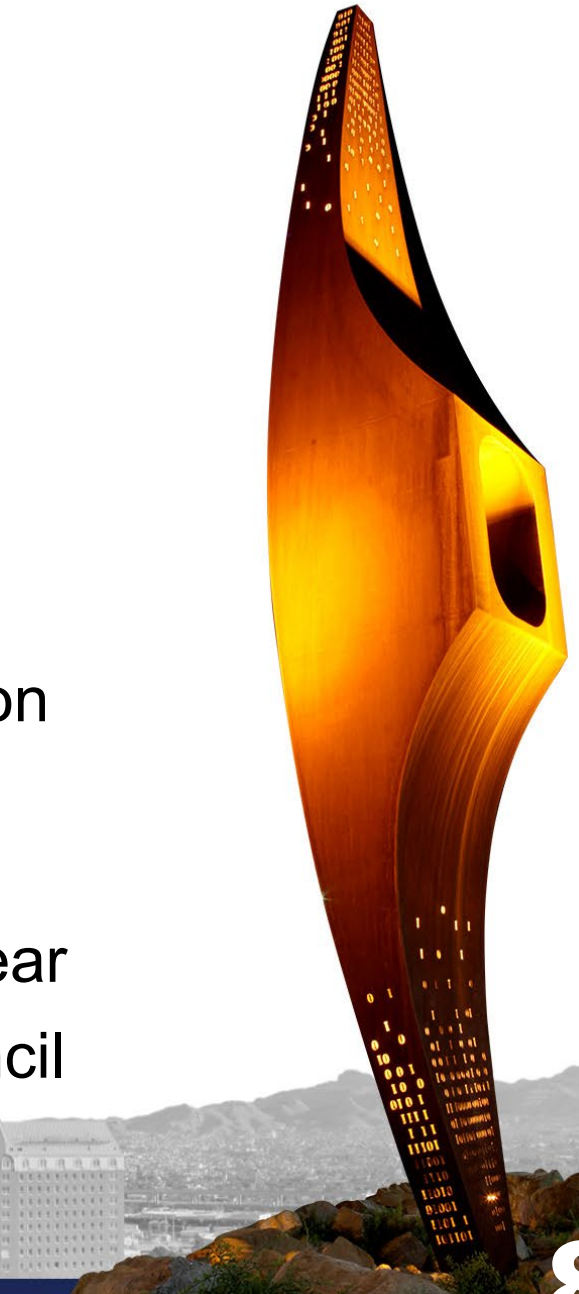
Article III – Board Leadership & Duties

- **Leadership**
  - **Chair and Vice chair:** elected annually
  - **Board Liaison:** City staff serves a Secretary
  - **Legal Representative:** Assistant City Attorney advises on matters of law
- **Board Members:** respect and uphold City policies, practices, protocols & procedure



Article III – Board Leadership & Duties

- **Representation:** board members will not represent the City unless authorized by Council
- **Meeting Procedure:** Robert's Rules of Order
- **Minutes:** Board Liaison prepares action minutes
- **Training and Orientation:** mandatory training and orientation program for board members
- **Executive Session:** not applicable for advisory boards
- **Reports:** annual report to be provided by August 1st each year
- **Recommendations:** City Manager will review prior to Council



Article IV – Miscellaneous

- **Conflicts of Interest:** Board members will disclose any potential conflicts
- **Effective Date:** 90 days after ordinance adoption (Nov. 3, 2025)



Requested Action

Adopt ordinance amending Title 2, Chapter 2.04 (Boards and Commissions and Committees Generally) to:

- Rename and amend Section 2.04.010
- Require adoption of “Uniform Bylaws”
- Amend Section 2.04.020 to update requirement for meeting recordkeeping



MISSION

Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

File #: 25-873, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Community and Human Development, Nickole H. Rodriguez, (915) 212-1673
City Attorney's Office, Joyce Garcia, (915) 212-0033

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance repealing Ordinance 008961 which enacted the City Accessibility Advisory Committee, and repealing Ordinance 017082 and Ordinance 011469 which amended the City Accessibility Advisory Committee.

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

DEPARTMENT: Community Development and City Attorney's Office

AGENDA DATE: 7/22/25

PUBLIC HEARING DATE: 8/5/25

CONTACT PERSON NAME: Nickole H. Rodriguez **PHONE NUMBER:** 915-212-1673

2nd CONTACT PERSON NAME: Joyce Garcia/Sarah L. Hartnett **PHONE NUMBER:** 915-212-1141

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 5 - Promote Transparent & Consistent Communication Amongst all Members of the Community

SUBGOAL:

5.1 Set a climate of respect, collaboration and team spirit among Council, city staff and the community.

SUBJECT:

APPROVE ordinance related to CITY ACCESSIBILITY ADVISORY COMMITTEE as follows:
AN ORDINANCE REPEALING ORDINANCE 008961 WHICH ENACTED THE CITY ACCESSIBILITY ADVISORY COMMITTEE, AND REPEALING ORDINANCE 017082 AND ORDINANCE 011469 WHICH AMENDED THE CITY ACCESSIBILITY ADVISORY COMMITTEE.

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Nickole H. Rodriguez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE 008961 WHICH ENACTED THE CITY ACCESSIBILITY ADVISORY COMMITTEE, AND REPEALING ORDINANCES 017082 AND ORDINANCE 011469 WHICH AMENDED THE CITY ACCESSIBILITY ADVISORY COMMITTEE.

WHEREAS, the El Paso City Council establishes City Boards and Commissions to inform City Council under statutory authorization or on particular issues or subjects of interest to the Council; and

WHEREAS, the City of El Paso recognizes the importance of consistent governance and operational procedures across all city boards and commissions to ensure efficient and effective public administration; and

WHEREAS, on May 12, 2025, City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance; and

WHEREAS, on March 17, 1987 by Ordinance No. 008961, the El Paso City Council created the City Accessibility Advisory Committee (the "Board") to serve as an advisory committee to City Council concerning accessibility concerns related to City-owned buildings and facilties; and

WHEREAS, on July 20, 1993, City Council adopted Ordinance 011469 amending various ordinances establishing the number of members of boards, commissions and committees, and establishing procedures for the appointment of new members to those boards, commissions and committees, which applied to the City Accessibility Advisory Committee; and

WHEREAS, on March 10, 2009, City Council adopted Ordinance 017082 amending Ordinance 008961, which amended the City Accessibility Advisory Committee in matters of quorum, and the appointment process for the Committee; and

WHEREAS, the El Paso City Council wishes to repeal Ordinance 008961, which enacted the City Accessibility Advisory Committee and wishes to repeal ordinances 011469 and 017082 which amended the City Accessibility Advisory Committee as a Resolution will be adopted in their place.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That Ordinance No. 008961 is repealed in its entirety

SECTION 2. That Ordinance No. 011469 is repealed in its entirety

SECTION 3. That Ordinance No. 017082 is repealed in its entirety

SECTION 4. Any provision of this ordinance deemed illegal will be severed and the remainder

will remain in effect. The requirements of this ordinance will take effect 90 days from its adoption and publication in accordance with and as provided by law and the City Charter.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nickole H. Rodriguez, Director
Community and Human Development

Standardization of the City's Accessibility Advisory Committee

Nickole Rodriguez
Community and Human Development

Background

- On May 12, 2025 City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance
- Ordinance No. 008961, 011469 and 01782 will be repealed and this resolution will become effective immediately after, re-establishing the City Accessibility Advisory Committee

Resolution

- The City Accessibility Advisory Committee will be re-established for the purpose of advising the City of El Paso on matters involving accessibility concerns related to city-owned buildings and facilities
- The membership, duties, composition and operation of the City Accessibility Advisory Committee will be dictated by the City Code, the Uniform Bylaws and guidelines adopted by the City Council of the City of El Paso

File #: 25-868, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
City Manager's Office, Robert Cortinas, (915) 212-1067

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 3 (Revenue and Finance) of the El Paso Municipal Code, Chapter 3.04 (Property Taxes) by amending Section 3.04.040 (Exemption - Residence Homestead) to Increase the Ad Valorem Property Tax Exemption for individuals who qualify under the current Code.

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

DEPARTMENT: City Manager's Office

AGENDA DATE: 7/22/25

PUBLIC HEARING DATE: 8/5/25

CONTACT PERSON NAME: Robert Cortinas **PHONE NUMBER:** (915) 212-1067

2nd CONTACT PERSON NAME: **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

SUBJECT:

AN ORDINANCE amending Title 3 (Revenue and Finance) of the El Paso Municipal Code, Chapter 3.04 (Property Taxes) by amending section 3.04.040 (Exemption – Residence Homestead) to increase the ad valorem property tax exemption for individuals who are Over 65 and Disabled citizens who qualify under the current code

BACKGROUND / DISCUSSION:

It is recommended the current City Code be amended to increase the homestead exemption for Over 65 and Disabled citizens from $42,500, of the market value of the residence homestead to $45,000, effective January 1, 2025.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

On June 22, 2021 City Council increased the homestead exemption for Over 65 and Disabled citizens to $42,500, of the market value of the residence.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Sasho Andonoski Digitally signed by Sasho Andonoski Date: 2025.06.25 08:55:57 -06'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3 (REVENUE AND FINANCE) OF THE EL PASO MUNICIPAL CODE, CHAPTER 3.04 (PROPERTY TAXES) BY AMENDING SECTION 3.04.040 (EXEMPTION - RESIDENCE HOMESTEAD) TO INCREASE THE AD VALOREM PROPERTY TAX EXEMPTION FOR INDIVIDUALS WHO QUALIFY UNDER THE CURRENT CODE.

WHEREAS, pursuant to Chapter 11 of the Texas Tax Code, the governing body of a taxing unit may adopt a local option residence homestead exemption from ad valorem taxation for individuals who are disable or who are 65 years of age or older; and

WHEREAS, the provisions of Title 3, Chapter 3.04, Section 3.04.040 of the El Paso's Municipal Code have been established for the purpose of promoting the health, safety, moral and general welfare of its citizens; and

WHEREAS, the El Paso City Council ("City Council") clearly recognizes that the values of residential homesteads have increased in the recent years; and

WHEREAS, the City Council clearly recognizes the need to treat fairly and equitably its senior and disabled citizens consistent with the intent of Title 3, Section 3.04.040 of the Municipal Code; and

WHEREAS, the City Council finds that the proposed amendment will have a positive impact upon the public health, safety, morals, and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Section 1. That Chapter 3.04, Section 3.04.040(A) of the El Paso Municipal Code is amended to read as follows:

A Effective January 1, 2025, $45,000 of the market value of the residence homestead owned by any person, married or unmarried, including those living alone, who is either (1) under a disability, as defined for purposes of payment of disability insurance benefits under Federal Old-Age, Survivors and Disability Insurance program or its successor; or (2) 65 years of age or older, shall be exempt from all ad valorem taxes hereafter levied by the City for that tax year, as provided by state law.

Section 2. That this ordinance shall be effective January 1, 2025 upon adoption by the El Paso City Council.

Section 3. Except as herein amended, Title 3, Revenue and Finance, of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

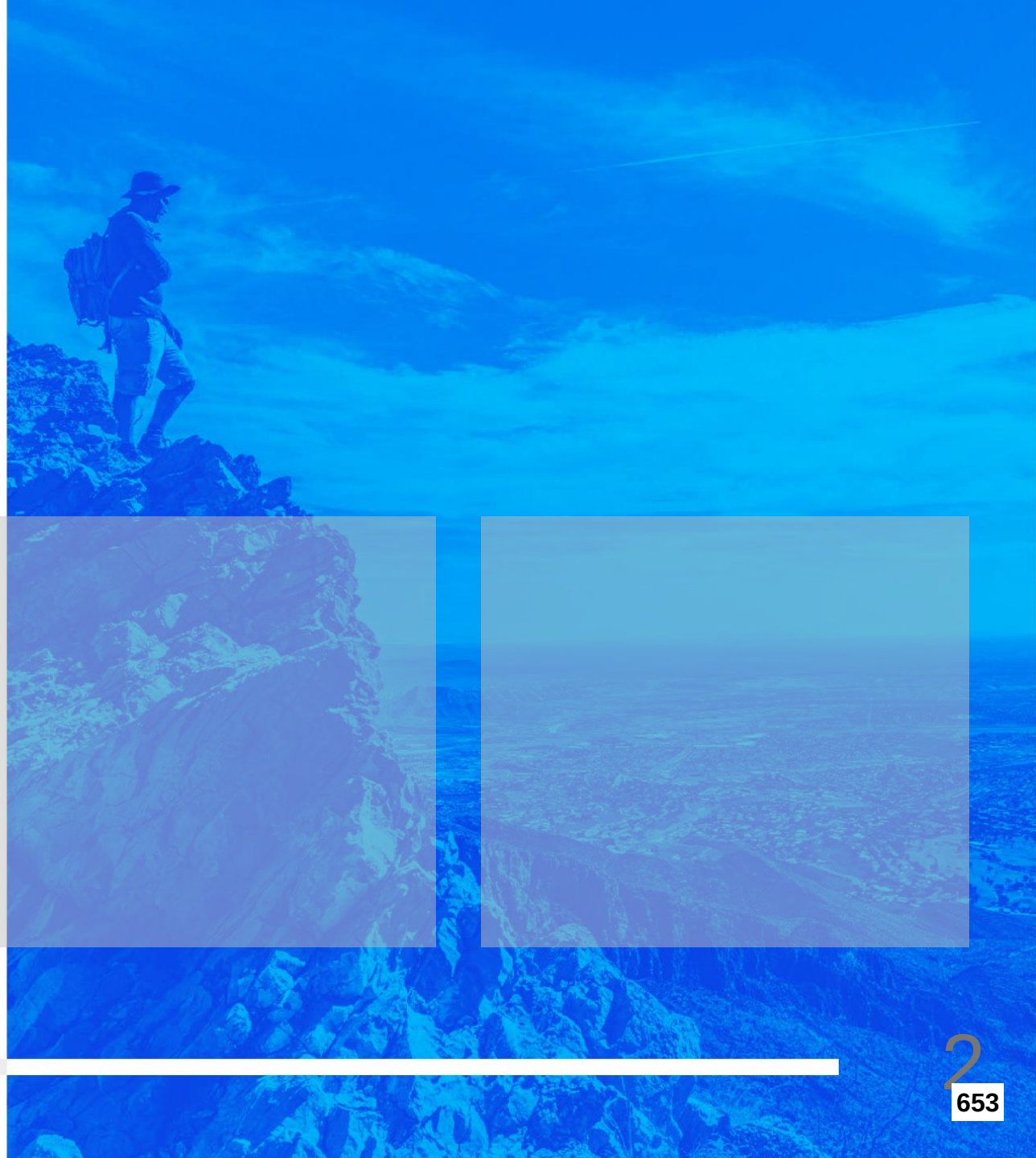
_____
Sasho Andonoski, Director
Office of Management and Budget

Ordinance Amending Title 3 El Paso Municipal Code, (Revenue and Finance)

August 5, 2025

Ordinance Amending Title 3 El Paso Municipal Code

- Chapter 3.04 (Property Taxes)
  - 3.04.040 (Exemption – Residence Homestead)

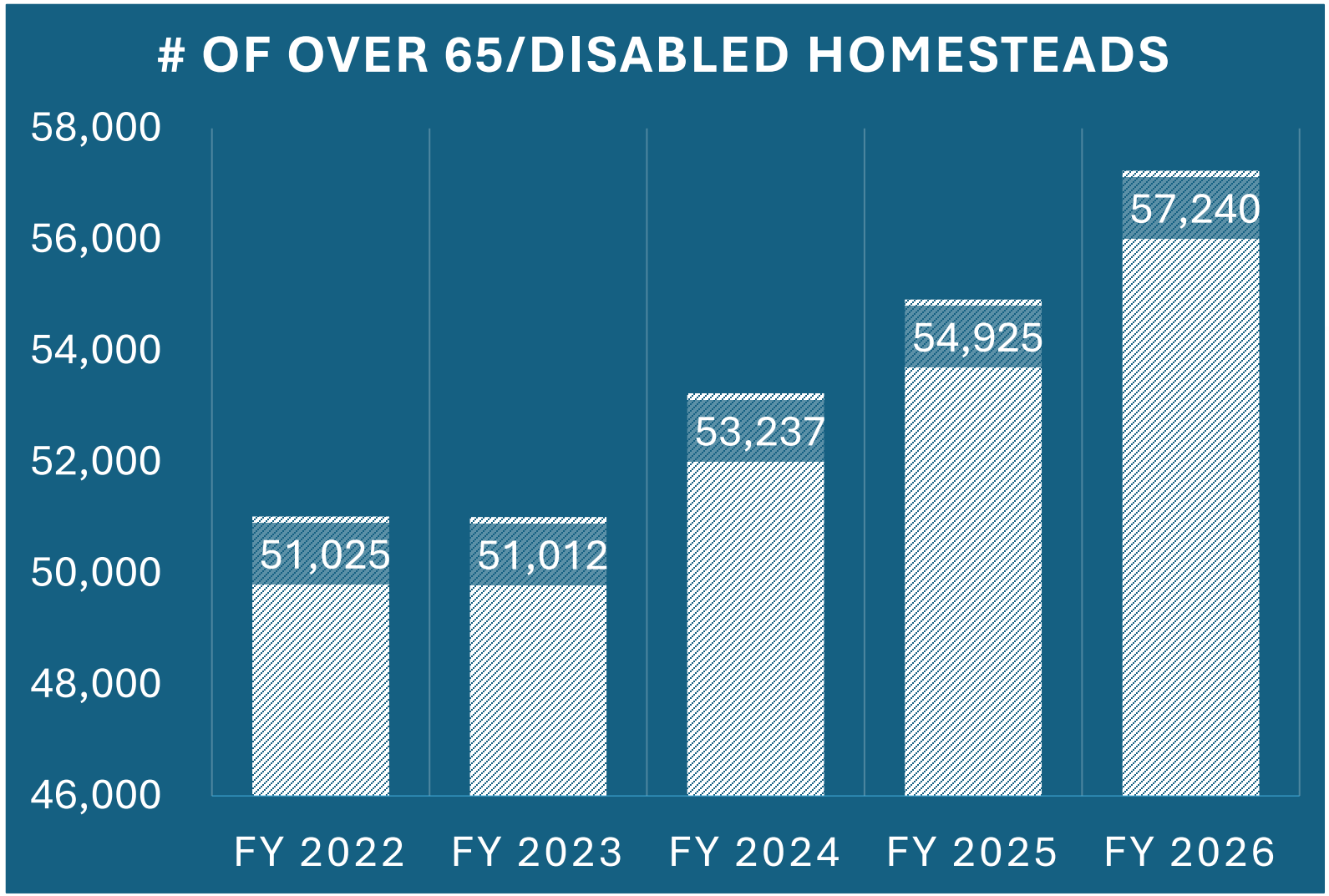


Texas Tax Code
Sec. 11.13(d) Residence Homestead

- Included in the FY 2026 Budget is the recommendation to increase the City's homestead exemption for Over 65 and Disabled from $42,500 to $45,000

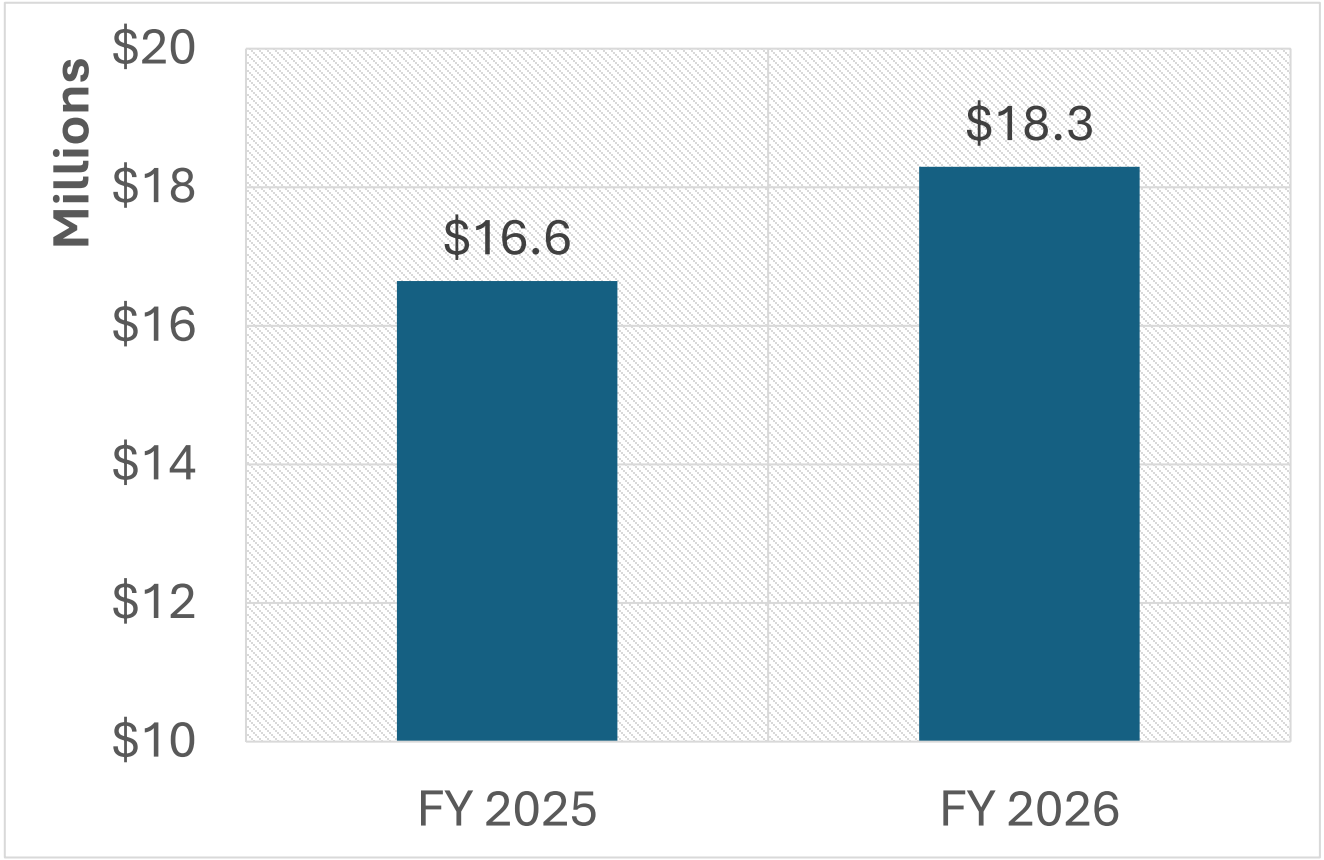
History of Over 65 and Disabled Homestead Tax Exemptions

- January 1, 2006 – City code amended to provide a $30,000 exemption
- Effective January 1, 2015 exemption increased from $30,000 to $40,000
- Effective January 1, 2021 exemption increased from $40,000 to $42,500



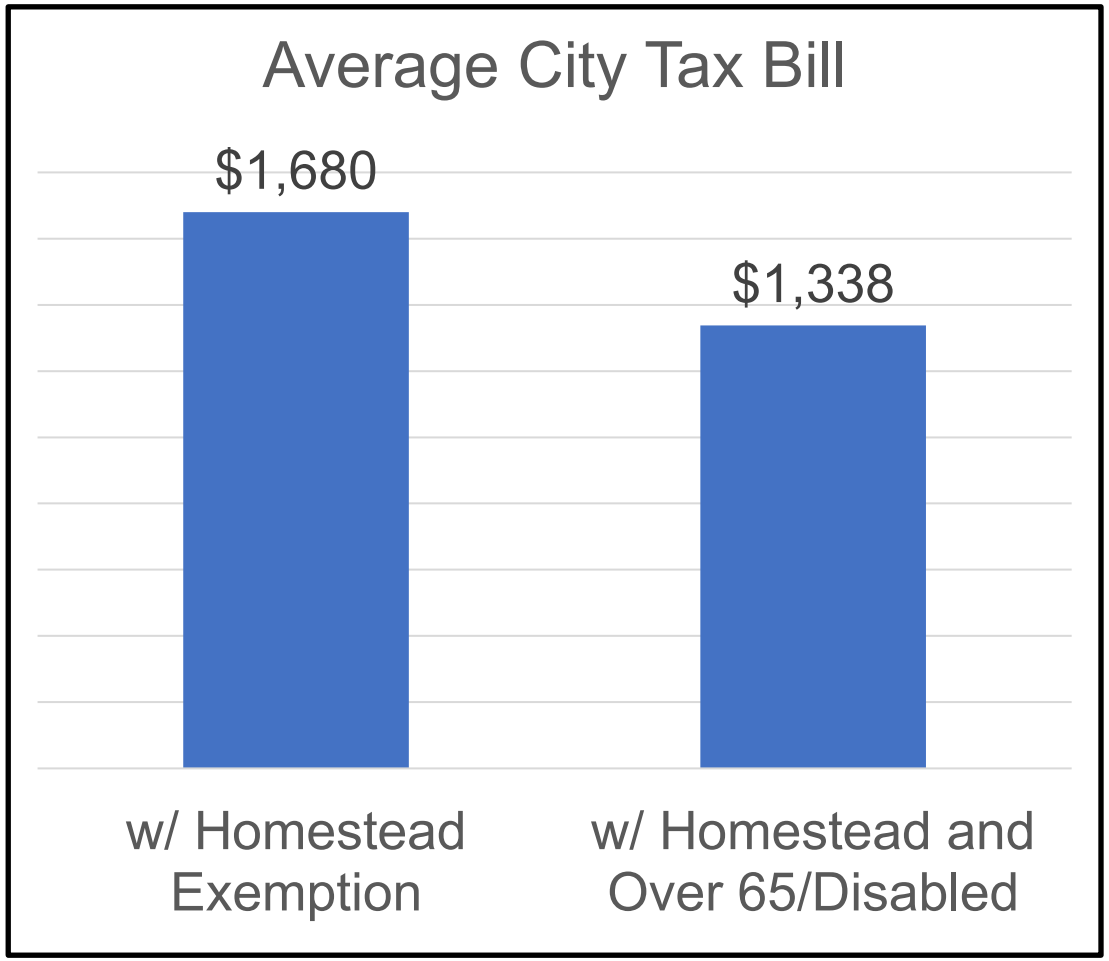
- Equals 41% of the City's total homesteads that have either the Over 65 or Disabled exemption

Over 65/Disabled Property Tax Relief (City Cost to Provide)



- $1.6 million, or 10%, increase for FY 2026

FY 2026 Avg. City Tax Bill



Over 65/Disabled exemption:

- Equates to a 20% reduction on the avg. tax bill
- Tax savings increases by $18, from $324 to $342

Recommendation

- Ordinance to amend Title 3 of the El Paso Municipal Code, Chapter 3.04.040 (Exemption – Residence Homestead) to increase the ad valorem property tax exemption for individuals over 65 and disabled from $42,500 to $45,000 of the market value of the residence homestead to be effective January 1, 2025 (effective for tax bills mailed out in October 2025)

File #: 25-965, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Members of the City Council, Representative Josh Acevedo, (915) 212-0002
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on the transition period for the internal audit function during the recruitment for Chief Internal Auditor.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 08/05/2025

CONTACT PERSON NAME Representative Josh Acevedo **PHONE NUMBER:** 915-212-0002

2nd CONTACT PERSON Representative Alejandra **PHONE NUMBER:** 915-212-0001

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 6 - Set the Standard for Sound

SUBGOAL:

SUBJECT:

Discussion and action on the transition period for the internal audit function during the recruitment for Chief Internal Auditor.

COMMUNITY AND STAKEHOLDER OUTREACH:

What methods of outreach were employed to engage the community? What key concerns and priorities were identified among citizens? How many outreach meetings or events were conducted? What was the attendance count for each meeting or event? These questions ensure clear and thorough reporting on community engagement efforts.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

For Notation pursuant to Section 2.92.080(B)(E) of the City Code, receipt of campaign contributions. Report any contributions or donations made to City Council of an accumulated total of $500 or more. Report the name of the contributor/donor, amount, and date.

NAME	AMOUNT ($)	DATE

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

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

File #: 25-930, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Districts 3 and 7
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Gilbert A. Guerrero, (915) 212-1860

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Discussion and action on the award of Solicitation 2025-0009 McRae Shared Path Phase 1 and Phase 2 to MARTINEZ BROS CONTRACTORS, LLC for a total estimated amount of $3,129,157.09 This project will consist of construction of a shared use path from Montwood Drive to Montana Avenue. The proposed improvements include demolition, concrete curb, ADA compliant curb ramps, improvements to pedestrian crossings at intersections, irrigated landscaping with amenities, pavement markings and signs.

Department:	Capital Improvement
Award to:	MARTINEZ BROS CONTRACTORS, LLC
City & State:	El Paso, TX
Item(s):	Base Bid I & Base Bid II
Contract Term:	130 Standard Workweek Days
Base Bid I:	$1,835,067.46
Base Bid II:	$1,294,089.63
Total Estimated Award:	$3,129,157.09
Account(s):	190-4745-38290-580270-PCP23TRAN09
	190-4746-28900-580270-PCP24TRAN01I
Funding Source(s):	Transportation Alternatives Set-Aside (TASA)
District(s):	3 & 7

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Capital Improvement Department recommend award as indicated to Martinez Bros Contractors, LLC the lowest responsive and responsible bidder.

It is requested 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 execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

RECEIVED
By City Clerk's Office at 8:53 am, Jul 28, 2025

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

DEPARTMENT: Capital Improvement
Purchasing & Strategic Sourcing
AGENDA DATE: August 5, 2025
PUBLIC HEARING DATE: N/A
CONTACT PERSON NAME: Gilbert Guerrero, Interim Director **PHONE NUMBER:** (915) 212- 1860
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043

DISTRICT(S) AFFECTED: 3 & 7

SUBJECT:
Discussion and action on the award of solicitation 2025-0009 McRae Shared Path Phase 1 and Phase 2 to MARTINEZ BRO CONTRACTORS, LLC, for a total estimated amount of $3,129,157.09.

BACKGROUND / DISCUSSION:
The McRae Shared Use Path Phase 1 and Phase 2 Project consists of construction of a shared use path from Montwood Dr. to Montana Ave (1.47 mi); The limits of Phase 1 are Montwood Dr. to Album Ave (.848) and for Phase 2 are Album Ave to Montana Ave (.622 mi). The proposed improvements include demolition, concrete curb, ADA compliant curb ramps, improvements to pedestrian crossings at intersections, irrigated landscaping with amenities, pavement markings and signs.

The apparent lowest bid submitted by Black Stallion Contractors, Inc. was deemed non-responsive for failing to be pre-qualified with TXDOT as required in the solicitation.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-bid meeting was held on February 5, 2024. Five suppliers were in attendance.

SELECTION SUMMARY:
Solicitation was advertised on January 28 2025 and February 4, 2025. The solicitation was posted on City website on January 28 2025. There were a total thirty-nine (39) viewers online; six (6) proposals were received; all from local suppliers.

CONTRACT VARIANCE:
N/A

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $3,129,157.09
Funding Sources: Transportation Alternatives Set-Aside (TASA)
Account: 190-4745-38290-580270-PCP23TRAN09
190-4746-28900-580270-PCP24TRAN01I

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

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

DEPARTMENT HEAD:

Gilbert Guerrero

Gilbert Guerrero, Interim Director of Capital Improvement

Claudia A. Garcia, Director of Purchasing & Strategic Sourcing

Project Form
Low Bid

**********Posting Language Below **********
Please place the following item on the Regular Agenda for the City Council of August 05, 2025.

Award Summary:
Discussion and action on the award of solicitation 2025-0009 McRae Shared Path Phase 1 and Phase 2 to MARTINEZ BRO CONTRACTORS, LLC for a total estimated amount of $3,129,157.09 This project will consist of construction of a shared use path from Montwood Drive to Montana Avenue. The proposed improvements include demolition, concrete curb, ADA compliant curb ramps, improvements to pedestrian crossings at intersections, irrigated landscaping with amenities, pavements markings and signs.

Department:	Capital Improvement
Award to:	MARTINEZ BRO CONTRACTORS, LLC
City & State:	El Paso, TX
Item(s):	Base Bid I & Base Bid II
Contract Term:	130 Standard Workweek Days
Base Bid I:	$1,835,067.46
Base Bid II:	$1,294,089.63
Total Estimated Award:	$3,129,157.09
Account(s):	190-4745-38290-580270-PCP23TRAN09 190-4746-28900-580270-PCP24TRAN01I
Funding Source(s):	Transportation Alternatives Set-Aside (TASA)
District(s):	3 & 7

This was a Low Bid Procurement – unit price contract.

The Purchasing & Strategic Sourcing Department and Capital Improvement recommend award as indicated to Martinez Bro Contractors, LLC the lowest responsive and responsible bidder.

It is requested 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 execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

Bid Tab Summary

2025-0009 McRae Shared Use Path Phase I and Phase 2

	Contractor	Total: Base Bid I	Total: Base Bid II	Sum Total Base Bid I + Base Bid II
1	Black Stallion Contractors, Inc.	$1,815,024.33	$1,262,246.12	$3,077,270.45
2	Martinez Bros Contractors Inc.	$1,835,067.46	$1,294,089.63	$3,129,157.09
3	Horizone Construction	$2,011,294.40	$1,408,414.29	$3,419,708.69
4	Keystone GC, LLC	$2,042,352.67	$1,448,849.43	$3,491,202.10
5	International Eagle Enterprise Inc.	$2,115,195.65	$1,552,130.95	$3,667,326.60
6	El Paso A.R.C. Electric, Inc.	$2,309,676.45	$1,662,107.64	$3,971,784.09

CITY OF EL PASO

PRICE TABULATION

BID TITLE: McRae Shared Use Path Phase I and Phase 2, CSJ 2201-01-012 **BID NUMBER: 2025-0009**

BID DATE: March 5, 2025 **Department: Capital Improvement**

					Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 6		El Paso A.R.C. Electric, Inc. El Paso, TX Bidder 2 of 6		Horizone Construction I, Ltd El Paso, TX Bidder 3 of 6	
Item No.	Item - Code Item - No.	Item - Code S.P. No	Description	Unit	Approx QTY	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
Base Bid I: MCRAE BLVD (FM2316)BICYCLE INFRASTRUCTURE IMPROVEMENTS PHASE I											
1	0500 7001		MOBILIZATION	LS	1	$ 85,079.27	$ 42,539.64	$ 25,000.00	$ 12,500.00	$ 16,900.00	$ 8,450.00
2	0502 7001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	$ 9,093.00	$ 27,279.00	$ 12,650.00	$ 37,950.00	$ 12,220.00	$ 36,660.00
3	0110 7001		EXCAV (ROADWAY)	CY	1,080	$ 15.75	$ 17,010.00	$ 30.00	$ 32,400.00	$ 19.08	$ 20,606.40
4	0110 7003		EXCAV (SPECIAL)	CY	397	$ 21.00	$ 8,337.00	$ 45.00	$ 17,865.00	$ 22.55	$ 8,952.35
5	0132 7006		EMBANK (FNL)(DC)(TY C)	CY	696	$ 36.75	$ 25,578.00	$ 45.00	$ 31,320.00	$ 29.24	$ 20,351.04
6	0170 7001		IRRIGATION SYSTEM	LS	1	$ 231,000.00	$ 115,500.00	$ 248,665.00	$ 124,332.50	$ 266,535.75	$ 133,267.88
7	0192 7003		PLANT SOIL MIX	CY	6	$ 89.25	$ 526.58	$ 140.00	$ 826.00	$ 110.50	$ 651.95
8	0192 7014		VEGETATION BARRIER	SY	3,704	$ 2.36	$ 8,741.44	$ 2.25	$ 8,334.00	$ 2.93	$ 10,852.72
9	0192 7023		LOOSE AGGR GRND COVER	CY	146	$ 99.75	$ 14,563.50	$ 126.00	$ 18,396.00	$ 123.50	$ 18,031.00
10	0192 7024		LOOSE AGGR GRND COVER (TY I)	CY	160	$ 136.50	$ 21,840.00	$ 210.00	$ 33,600.00	$ 169.00	$ 27,040.00
11	0192 7025		LOOSE AGGR GRND COVER (TY II)	CY	92	$ 126.00	$ 11,592.00	$ 196.00	$ 18,032.00	$ 156.00	$ 14,352.00
12	0192 7026		PLANT MATERIAL (1 GAL)	EA	44	$ 19.95	$ 877.80	$ 26.00	$ 1,144.00	$ 24.70	$ 1,086.80
13	0192 7029		PLANT MATERIAL (5 GAL)	EA	315	$ 29.40	$ 9,261.00	$ 60.00	$ 18,900.00	$ 36.40	$ 11,466.00
14	0192 7051		PLANT MATERIAL (MIN 2.5" CAL)	EA	57	$ 603.75	$ 34,413.75	$ 940.00	$ 53,580.00	$ 747.50	$ 42,607.50
15	0193 7001		LANDSCAPE ESTABLISH	MO	6	$ 1,312.50	$ 7,875.00	$ 2,035.00	$ 12,210.00	$ 1,625.00	$ 9,750.00

CITY OF EL PASO

PRICE TABULATION

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					Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 6		El Paso A.R.C. Electric, Inc. El Paso, TX Bidder 2 of 6		Horizone Construction I, Ltd El Paso, TX Bidder 3 of 6	
Item No.	Item - Code Item - No.	S.P. No	Description	Unit	Approx QTY	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
16	0193 7007		IRRIG SYS OPER AND MAINT	MO	6	$ 1,470.00	$ 8,820.00	$ 2,255.00	$ 13,530.00	$ 1,820.00	$ 10,920.00
17	0193 7012		PLANT REPLACE (1 GAL)	EA	7	$ 27.83	$ 194.81	$ 66.00	$ 462.00	$ 34.45	$ 241.15
18	0193 7015		PLANT REPLACE (5 GAL)	EA	46	$ 39.38	$ 1,811.48	$ 100.00	$ 4,600.00	$ 48.75	$ 2,242.50
19	0193 7020		PLANT REPLACE (65 GAL)	EA	9	$ 882.00	$ 7,938.00	$ 1,025.00	$ 9,225.00	$ 1,092.00	$ 9,828.00
20	0194 7004		RDSIDE AMENITY (TRASH/RECYCLE BIN)	EA	5	$ 2,205.00	$ 11,025.00	$ 3,200.00	$ 16,000.00	$ 2,040.79	$ 10,203.95
21	0194 7005		RDSIDE AMENITY (BENCH)	EA	1	$ 3,255.00	$ 3,255.00	$ 1,200.00	$ 1,200.00	$ 3,571.85	$ 3,571.85
22	0194 7010		RDSIDE AMENITY (BOULDER)	EA	228	$ 304.50	$ 69,426.00	$ 341.00	$ 77,748.00	$ 351.00	$ 80,028.00
23	0194 7011		RDSIDE AMENITY (DOG BAG DISPENSER)	EA	5	$ 997.50	$ 4,987.50	$ 1,100.00	$ 5,500.00	$ 810.03	$ 4,050.15
24	0432 7003		RIPRAP (CONC)(6 IN)	CY	9	$ 472.50	$ 4,252.50	$ 350.00	$ 3,150.00	$ 484.30	$ 4,358.70
25	0432 7029		RIPRAP (STONE COMMON)(DRY)(6 IN)	CY	147	$ 420.00	$ 61,740.00	$ 175.00	$ 25,725.00	$ 140.04	$ 20,585.88
26	0100 7001		PREPARING ROW	AC	1	$ 10,500.00	$ 15,435.00	$ 20,000.00	$ 29,400.00	$ 26,349.78	$ 38,734.18
27	0100 7003		PREP ROW (TREE REMOVE) (0"-12" DIA)	EA	2	$ 630.00	$ 1,260.00	$ 300.00	$ 600.00	$ 958.96	$ 1,917.92
28	0100 7005		PREP ROW (TREE REMOVE) (24"-36" DIA)	EA	7	$ 892.50	$ 6,247.50	$ 500.00	$ 3,500.00	$ 948.60	$ 6,640.20
29	0104 7008		REMOV CONC (MEDIANS)	SY	67	$ 11.55	$ 773.85	$ 60.00	$ 4,020.00	$ 13.09	$ 877.03
30	0104 7011		REMOV CONC (DRIVEWAYS)	SY	755	$ 11.55	$ 8,720.25	$ 65.00	$ 49,075.00	$ 13.09	$ 9,882.95

CITY OF EL PASO

PRICE TABULATION

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					Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 6		El Paso A.R.C. Electric, Inc. El Paso, TX Bidder 2 of 6		Horizone Construction I, Ltd El Paso, TX Bidder 3 of 6	
Item No.	Item - Code Item - No.	S.P. No	Description	Unit	Approx QTY	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
31	0104 7013		REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	2,798	$ 11.55	$ 32,316.90	$ 55.00	$ 153,890.00	$ 13.09	$ 36,625.82
32	0104 7015		REMOV CONC (CURB RAMP)	SY	259	$ 11.55	$ 2,991.45	$ 30.00	$ 7,770.00	$ 13.09	$ 3,390.31
33	0104 7018		REMOV CONC (CURB OR CURB & GUTTER)	LF	1,273	$ 3.15	$ 4,009.95	$ 30.00	$ 38,190.00	$ 24.15	$ 30,742.95
34	0105 7023		RMV (3") TRT/UNTRT BASE & ASPH PAV	SY	109	$ 11.55	$ 1,258.95	$ 27.00	$ 2,943.00	$ 29.78	$ 3,246.02
35	0506 7039		TEMP SEDMT CONT FENCE (INSTALL)	LF	3,335	$ 5.25	$ 17,508.75	$ 4.99	$ 16,641.65	$ 5.85	$ 19,509.75
36	0506 7041		TEMP SEDMT CONT FENCE (REMOVE)	LF	3,335	$ 2.63	$ 8,771.05	$ 1.00	$ 3,335.00	$ 2.24	$ 7,470.40
37	0506 7043		BIODEG EROSN CONT LOGS (INSTL) (8")	LF	60	$ 21.00	$ 1,260.00	$ 8.50	$ 510.00	$ 11.30	$ 678.00
38	0506 7046		BIODEG EROSN CONT LOGS (REMOVE)	LF	60	$ 7.35	$ 441.00	$ 1.00	$ 60.00	$ 3.37	$ 202.20
39	0247 7177		FL BS (CMP IN PLC)(TY A GR 3)(FNAL POS	CY	839	$ 36.75	$ 30,833.25	$ 54.00	$ 45,306.00	$ 73.70	$ 61,834.30
40	0315 7002		FOG SEAL (SS-1H)	GAL	1,008	$ 13.65	$ 13,759.20	$ 12.00	$ 12,096.00	$ 14.66	$ 14,777.28
41	0341 7056		D-GR HMA TY-D PG76-22	TON	419	$ 231.00	$ 96,789.00	$ 181.00	$ 75,839.00	$ 165.88	$ 69,503.72
42	0527 7001		COLORED TEXTURED CONC (4")	SY	67	$ 85.05	$ 5,698.35	$ 150.00	$ 10,050.00	$ 76.85	$ 5,148.95
43	0529 7003		CONC CURB (TY IIA)	LF	6,846	$ 18.90	$ 129,389.40	$ 15.00	$ 102,690.00	$ 14.44	$ 98,856.24
44	0529 7009		CONC CURB & GUTTER (TY II)	LF	875	$ 23.10	$ 20,212.50	$ 75.00	$ 65,625.00	$ 21.80	$ 19,075.00
45	0530 7006		DRIVEWAYS (CONC)	SY	598	$ 68.25	$ 40,813.50	$ 150.00	$ 89,700.00	$ 79.08	$ 47,289.84

CITY OF EL PASO

PRICE TABULATION

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					Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 6		El Paso A.R.C. Electric, Inc. El Paso, TX Bidder 2 of 6		Horizone Construction I, Ltd El Paso, TX Bidder 3 of 6	
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46	0531 7001		CONC SIDEWALKS (4")	SY	281	$ 63.00	$ 17,703.00	$ 175.00	$ 49,175.00	$ 59.14	$ 16,618.34
47	0531 7010		CURB RAMPS (TY 7)	EA	32	$ 1,260.00	$ 40,320.00	$ 3,900.00	$ 124,800.00	$ 2,934.40	$ 93,900.80
48	0531 7011		CURB RAMPS (TY 10)	EA	5	$ 1,575.00	$ 7,875.00	$ 3,900.00	$ 19,500.00	$ 1,815.07	$ 9,075.35
49	0531 7013		CURB RAMPS (TY 21)	EA	1	$ 1,575.00	$ 1,575.00	$ 4,600.00	$ 4,600.00	$ 1,985.24	$ 1,985.24
50	0531 7025		CONC SIDEWALKS (SPECIAL)	SY	24	$ 99.75	$ 2,394.00	$ 500.00	$ 12,000.00	$ 79.08	$ 1,897.92
51	0536 7002		CONC MEDIAN	SY	60	$ 126.00	$ 7,560.00	$ 200.00	$ 12,000.00	$ 83.87	$ 5,032.20
52	0104 7029		REMOV CONC (HEADWALL)	CY	1	$ 525.00	$ 656.25	$ 2,800.00	$ 3,500.00	$ 1,142.21	$ 1,427.76
53	0104 7041		REMOV CONC (FLUME)	SY	5	$ 84.00	$ 420.00	$ 150.00	$ 750.00	$ 53.43	$ 267.15
54	0420 7002		CL A CONC (MISC)	CY	2	$ 630.00	$ 1,386.00	$ 325.00	$ 715.00	$ 205.92	$ 453.02
55	0420 7006		CL A CONC (FLUME)	CY	6	$ 1,050.00	$ 6,300.00	$ 325.00	$ 1,950.00	$ 945.08	$ 5,670.48
56	0420 7067		CL C CONC (MISC)	CY	35	$ 630.00	$ 22,050.00	$ 275.00	$ 9,625.00	$ 470.52	$ 16,468.20
57	0420 7151		CL C CONC (SIGN FOOTING)	CY	1	$ 1,050.00	$ 525.00	$ 275.00	$ 137.50	$ 215.93	$ 107.97
58	0442 7007		STR STEEL (MISC NON-BRIDGE)	LB	1,400	$ 8.40	$ 11,760.00	$ 15.00	$ 21,000.00	$ 4.60	$ 6,440.00
59	0450 7059		RAIL (HANDRAIL)(TY B)	LF	145	$ 231.00	$ 33,495.00	$ 150.00	$ 21,750.00	$ 221.00	$ 32,045.00
60	0460 7018		CMP AR (GAL STL DES 3)	LF	10	$ 210.00	$ 2,100.00	$ 175.00	$ 1,750.00	$ 465.33	$ 4,653.30

CITY OF EL PASO

PRICE TABULATION

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61	0466	7105	HEADWALL (CH - PW - 0) (DIA= 36 IN)	EA	1	$ 5,775.00	$ 5,775.00	$ 15,000.00	$ 15,000.00	$ 13,009.08	$ 13,009.08
62	0416	7002	DRILL SHAFT (18 IN)	LF	86	$ 363.93	$ 31,297.98	$ 300.00	$ 25,800.00	$ 450.58	$ 38,749.88
63	0618	7030	CONDT (PVC) (SCH 40) (2")	LF	2,951	$ 21.16	$ 62,443.16	$ 24.00	$ 70,824.00	$ 26.19	$ 77,286.69
64	0618	7031	CONDT (PVC) (SCH 40) (2") (BORE)	LF	1,141	$ 30.87	$ 35,222.67	$ 45.00	$ 51,345.00	$ 38.17	$ 43,551.97
65	0618	7090	CONDUIT (PREPARE)	LF	840	$ 4.83	$ 4,057.20	$ 4.00	$ 3,360.00	$ 5.98	$ 5,023.20
66	0620	7004	ELEC CONDR (NO.12) INSULATED	LF	13,041	$ 2.78	$ 36,253.98	$ 3.10	$ 40,427.10	$ 3.42	$ 44,600.22
67	0620	7010	ELEC CONDR (NO.6) INSULATED	LF	235	$ 3.52	$ 827.20	$ 4.50	$ 1,057.50	$ 4.35	$ 1,022.25
68	0624	7002	GROUND BOX TY A (122311)W/APRON	EA	44	$ 1,260.00	$ 55,440.00	$ 1,500.00	$ 66,000.00	$ 1,539.85	$ 67,753.40
69	0628	7006	ELC SRV TY A 120/240 060(NS)SS(E)GC(O)	EA	3	$ 9,240.00	$ 27,720.00	$ 10,225.00	$ 30,675.00	$ 11,381.50	$ 34,144.50
70	0644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	13	$ 966.00	$ 12,558.00	$ 830.00	$ 10,790.00	$ 1,190.51	$ 15,476.63
71	0644	7065	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	10	$ 756.00	$ 7,560.00	$ 636.00	$ 6,360.00	$ 930.61	$ 9,306.10
72	0658	7025	INSTL DEL ASSM (D-SY)SZ 1(YFLX)SRF	EA	27	$ 1,050.00	$ 28,350.00	$ 600.00	$ 16,200.00	$ 20.31	$ 548.37
73	0666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2,210	$ 10.08	$ 22,276.80	$ 12.10	$ 26,741.00	$ 9.10	$ 20,111.00
74	0666	7042	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	38	$ 147.00	$ 5,586.00	$ 230.00	$ 8,740.00	$ 182.00	$ 6,916.00
75	0666	7045	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL	EA	42	$ 210.00	$ 8,820.00	$ 90.00	$ 3,780.00	$ 260.00	$ 10,920.00

CITY OF EL PASO

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76	0666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	24	$ 147.00	$ 3,528.00	$ 326.00	$ 7,824.00	$ 182.00	$ 4,368.00
77	0666	7099	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL	EA	38	$ 262.50	$ 9,975.00	$ 338.00	$ 12,844.00	$ 325.00	$ 12,350.00
78	0666	7132	REFL PAV MRK TY I(Y)(MED NOSE)(100MIL)	EA	7	$ 210.00	$ 1,470.00	$ 585.00	$ 4,095.00	$ 260.00	$ 1,820.00
79	0666	7168	RE PM TY II (W) 4" (BRK)	LF	123	$ 0.63	$ 77.49	$ 2.05	$ 252.15	$ 0.78	$ 95.94
80	0666	7184	RE PM TY II (W) 24" (SLD)	LF	2,210	$ 2.10	$ 4,641.00	$ 6.20	$ 13,702.00	$ 2.60	$ 5,746.00
81	0666	7186	RE PM TY II (W) (ARROW)	EA	38	$ 73.50	$ 2,793.00	$ 120.00	$ 4,560.00	$ 91.00	$ 3,458.00
82	0666	7187	RE PM TY II (W) (DBL ARROW)	EA	42	$ 89.25	$ 3,748.50	$ 14.00	$ 588.00	$ 110.50	$ 4,641.00
83	0666	7199	RE PM TY II (W) (SYMBOL)	EA	24	$ 73.50	$ 1,764.00	$ 84.00	$ 2,016.00	$ 91.00	$ 2,184.00
84	0666	7205	RE PM TY II (W) (BIKE SYMBOL)	EA	38	$ 73.50	$ 2,793.00	$ 84.00	$ 3,192.00	$ 91.00	$ 3,458.00
85	0666	7208	RE PM TY II (Y) 4" (BRK)	LF	972	$ 0.74	$ 719.28	$ 1.25	$ 1,215.00	$ 0.91	$ 884.52
86	0666	7220	RE PM TY II (Y) (MED NOSE)	EA	7	$ 105.00	$ 735.00	$ 290.00	$ 2,030.00	$ 130.00	$ 910.00
87	0666	7402	REFL PAV MRK TY I (W)4"(BRK)(100MIL)	LF	123	$ 1.37	$ 168.51	$ 3.90	$ 479.70	$ 1.69	$ 207.87
88	0666	7414	REFL PAV MRK TY I (Y)4"(BRK)(100MIL)	LF	972	$ 1.37	$ 1,331.64	$ 2.40	$ 2,332.80	$ 1.69	$ 1,642.68
89	0677	7008	ELIM EXT PM & MRKS (24")	LF	1,482	$ 2.63	$ 3,897.66	$ 1.90	$ 2,815.80	$ 3.25	$ 4,816.50
90	0678	7008	PAV SURF PREP FOR MRK (24")	LF	2,210	$ 1.05	$ 2,320.50	$ 0.50	$ 1,105.00	$ 0.65	$ 1,436.50

CITY OF EL PASO

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91	0682 7018		PED SIG SEC (LED)(COUNTDOWN)	EA	16	$ 924.00	$ 14,784.00	$ 950.00	$ 15,200.00	$ 1,138.15	$ 18,210.40
92	0684 7007		TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	3,355	$ 2.10	$ 7,045.50	$ 4.25	$ 14,258.75	$ 2.02	$ 6,777.10
93	0684 7010		TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	2,617	$ 3.26	$ 8,531.42	$ 5.00	$ 13,085.00	$ 4.02	$ 10,520.34
94	0687 7001		PED POLE ASSEMBLY	EA	9	$ 3,832.50	$ 34,492.50	$ 4,500.00	$ 40,500.00	$ 4,686.50	$ 42,178.50
95	0687 7002		PEDESTRIAN PUSH BUTTON POLE	EA	1	$ 3,832.50	$ 3,832.50	$ 1,100.00	$ 1,100.00	$ 4,686.50	$ 4,686.50
96	0688 7001		PED DETECT PUSH BUTTON (APS)	EA	20	$ 1,470.00	$ 29,400.00	$ 985.00	$ 19,700.00	$ 1,740.70	$ 34,814.00
97	0688 7003		PED DETECTOR CONTROLLER UNIT	EA	2	$ 4,620.00	$ 9,240.00	$ 4,500.00	$ 9,000.00	$ 5,623.80	$ 11,247.60
98	0690 7030		REMOVAL OF PEDESTRIAN PUSH BUTTONS	EA	20	$ 262.50	$ 5,250.00	$ 95.00	$ 1,900.00	$ 301.28	$ 6,025.60
99	0690 7094		REMOV PED SIG LED TRAF SIG LAMP UNIT	EA	16	$ 435.75	$ 6,972.00	$ 95.00	$ 1,520.00	$ 535.60	$ 8,569.60
100	6013 7006		GROUND BOX (PREPARE)	EA	12	$ 924.00	$ 11,088.00	$ 300.00	$ 3,600.00	$ 1,139.18	$ 13,670.16
101	ELP1 7001		REFL PAV MARK (GREEN)	SY	583	$ 183.75	$ 107,126.25	$ 133.00	$ 77,539.00	$ 225.00	$ 131,175.00
102	ELP2 7001		LED BOLLARD LIGHTING	EA	43	$ 1,575.00	$ 67,725.00	$ 1,200.00	$ 51,600.00	$ 1,891.50	$ 81,334.50
103	0479 7001		ADJUSTING MANHOLES	EA	5	$ 1,050.00	$ 5,250.00	$ 5,000.00	$ 25,000.00	$ 1,229.04	$ 6,145.20
104	0479 7004		ADJUSTING MANHOLES (UTILITY BOX)	EA	5	$ 1,050.00	$ 5,250.00	$ 5,000.00	$ 25,000.00	$ 2,600.00	$ 13,000.00
105	0690 7080		REMOVE DOWN GUY W/GUARD	EA	1	$ 892.50	$ 892.50	$ 1,500.00	$ 1,500.00	$ 3,900.00	$ 3,900.00
Sum Total Base Bid 1 (Items 1 Through 105)							**$ 1,815,024.33**		**$ 2,309,676.45**		**$ 2,011,294.40**

Approved By: D.R.
Date: 4/17/2025

CITY OF EL PASO

PRICE TABULATION

BID TITLE: McRae Shared Use Path Phase I and Phase 2, CSJ 2201-01-012 **BID NUMBER: 2025-0009**

BID DATE: March 5, 2025 **Department: Capital Improvement**

					Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 6		El Paso A.R.C. Electric, Inc. El Paso, TX Bidder 2 of 6		Horizone Construction I, Ltd El Paso, TX Bidder 3 of 6	
Item No.	Item - Code Item - No.	Item - Code S.P. No	Description	Unit	Approx QTY	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
Base Bid II: MCRAE BLVD (FM2316)BICYCLE INFRASTRUCTURE IMPROVEMENTS PHASE II- TxDOT											
1	0500	7001	MOBILIZATION	LS	1	$ 59,167.79	$ 29,583.90	$ 25,000.00	$ 12,500.00	$ 16,900.00	$ 8,450.00
2	0502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$ 9,093.00	$ 36,372.00	$ 12,650.00	$ 50,600.00	$ 11,700.00	$ 46,800.00
3	0110	7001	EXCAV (ROADWAY)	CY	1,002	$ 15.75	$ 15,781.50	$ 30.00	$ 30,060.00	$ 19.08	$ 19,118.16
4	0110	7003	EXCAV (SPECIAL)	CY	353	$ 21.00	$ 7,413.00	$ 45.00	$ 15,885.00	$ 22.55	$ 7,960.15
5	0132	7006	EMBANK (FNL)(DC)(TY C)	CY	27	$ 36.75	$ 992.25	$ 45.00	$ 1,215.00	$ 29.24	$ 789.48
6	0170	7001	IRRIGATION SYSTEM	LS	1	$ 231,000.00	$ 115,500.00	$ 248,665.00	$ 124,332.50	$ 266,535.75	$ 133,267.88
7	0192	7003	PLANT SOIL MIX	CY	4	$ 89.25	$ 330.23	$ 140.00	$ 518.00	$ 110.50	$ 408.85
8	0192	7014	VEGETATION BARRIER	SY	3,189	$ 2.36	$ 7,526.04	$ 2.25	$ 7,175.25	$ 2.93	$ 9,343.77
9	0192	7023	LOOSE AGGR GRND COVER	CY	103	$ 99.75	$ 10,274.25	$ 126.00	$ 12,978.00	$ 123.50	$ 12,720.50
10	0192	7024	LOOSE AGGR GRND COVER (TY I)	CY	122	$ 136.50	$ 16,653.00	$ 210.00	$ 25,620.00	$ 169.00	$ 20,618.00
11	0192	7025	LOOSE AGGR GRND COVER (TY II)	CY	128	$ 126.00	$ 16,128.00	$ 196.00	$ 25,088.00	$ 156.00	$ 19,968.00
12	0192	7026	PLANT MATERIAL (1 GAL)	EA	15	$ 19.95	$ 299.25	$ 26.00	$ 390.00	$ 24.70	$ 370.50
13	0192	7029	PLANT MATERIAL (5 GAL)	EA	286	$ 29.40	$ 8,408.40	$ 60.00	$ 17,160.00	$ 36.40	$ 10,410.40
14	0192	7051	PLANT MATERIAL (MIN 2.5" CAL)	EA	33	$ 603.75	$ 19,923.75	$ 940.00	$ 31,020.00	$ 747.50	$ 24,667.50
15	0193	7001	LANDSCAPE ESTABLISH	MO	6	$ 945.00	$ 5,670.00	$ 2,035.00	$ 12,210.00	$ 1,170.00	$ 7,020.00

CITY OF EL PASO

PRICE TABULATION

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16	0193 7007		IRRIG SYS OPER AND MAINT	MO	6	$ 1,207.50	$ 7,245.00	$ 2,255.00	$ 13,530.00	$ 1,495.00	$ 8,970.00
17	0193 7012		PLANT REPLACE (1 GAL)	EA	3	$ 27.83	$ 83.49	$ 66.00	$ 198.00	$ 34.45	$ 103.35
18	0193 7015		PLANT REPLACE (5 GAL)	EA	40	$ 39.38	$ 1,575.20	$ 100.00	$ 4,000.00	$ 48.75	$ 1,950.00
19	0193 7020		PLANT REPLACE (65 GAL)	EA	5	$ 882.00	$ 4,410.00	$ 1,025.00	$ 5,125.00	$ 1,092.00	$ 5,460.00
20	0194 7004		RDSIDE AMENITY (TRASH/RECYCLE BIN)	EA	3	$ 2,205.00	$ 6,615.00	$ 3,200.00	$ 9,600.00	$ 2,040.79	$ 6,122.37
21	0194 7005		RDSIDE AMENITY (BENCH)	EA	1	$ 3,255.00	$ 3,255.00	$ 1,200.00	$ 1,200.00	$ 3,571.85	$ 3,571.85
22	0194 7010		RDSIDE AMENITY (BOULDER)	EA	130	$ 304.50	$ 39,585.00	$ 341.00	$ 44,330.00	$ 351.00	$ 45,630.00
23	0194 7011		RDSIDE AMENITY (DOG BAG DISPENSER)	EA	3	$ 997.50	$ 2,992.50	$ 1,100.00	$ 3,300.00	$ 815.43	$ 2,446.29
24	0432 7003		RIPRAP (CONC)(6 IN)	CY	20	$ 472.50	$ 9,450.00	$ 350.00	$ 7,000.00	$ 484.30	$ 9,686.00
25	0100 7001		PREPARING ROW	AC	1	$ 10,500.00	$ 14,805.00	$ 20,000.00	$ 28,200.00	$ 26,350.17	$ 37,153.74
26	0104 7008		REMOV CONC (MEDIANS)	SY	191	$ 11.55	$ 2,206.05	$ 60.00	$ 11,460.00	$ 13.09	$ 2,500.19
27	0104 7011		REMOV CONC (DRIVEWAYS)	SY	198	$ 11.55	$ 2,286.90	$ 65.00	$ 12,870.00	$ 13.09	$ 2,591.82
28	0104 7013		REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	649	$ 11.55	$ 7,495.95	$ 55.00	$ 35,695.00	$ 13.09	$ 8,495.41
29	0104 7015		REMOV CONC (CURB RAMP)	SY	156	$ 11.55	$ 1,801.80	$ 30.00	$ 4,680.00	$ 13.09	$ 2,042.04
30	0104 7018		REMOV CONC (CURB OR CURB & GUTTER)	LF	968	$ 3.15	$ 3,049.20	$ 30.00	$ 29,040.00	$ 24.15	$ 23,377.20

CITY OF EL PASO

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31	0105 7023		RMV (3") TRT/UNTRT BASE & ASPH PAV	SY	177	$ 11.55	$ 2,044.35	$ 27.00	$ 4,779.00	$ 29.78	$ 5,271.06
32	0506 7039		TEMP SEDMT CONT FENCE (INSTALL)	LF	2,801	$ 5.25	$ 14,705.25	$ 4.99	$ 13,976.99	$ 5.85	$ 16,385.85
33	0506 7041		TEMP SEDMT CONT FENCE (REMOVE)	LF	2,801	$ 2.63	$ 7,366.63	$ 1.00	$ 2,801.00	$ 2.24	$ 6,274.24
34	0506 7043		BIODEG EROSN CONT LOGS (INSTL) (8")	LF	100	$ 21.00	$ 2,100.00	$ 8.50	$ 850.00	$ 11.30	$ 1,130.00
35	0506 7046		BIODEG EROSN CONT LOGS (REMOVE)	LF	100	$ 7.35	$ 735.00	$ 1.00	$ 100.00	$ 3.37	$ 337.00
36	0247 7177		FL BS (CMP IN PLC)(TY A GR 3)(FNAL POS	CY	558	$ 36.75	$ 20,506.50	$ 54.00	$ 30,132.00	$ 73.70	$ 41,124.60
37	0315 7002		FOG SEAL (SS-1H)	GAL	670	$ 13.65	$ 9,145.50	$ 10.89	$ 7,296.30	$ 14.66	$ 9,822.20
38	0341 7056		D-GR HMA TY-D PG76-22	TON	277	$ 231.00	$ 63,987.00	$ 181.00	$ 50,137.00	$ 165.88	$ 45,948.76
39	0527 7001		COLORED TEXTURED CONC (4")	SY	172	$ 85.05	$ 14,628.60	$ 150.00	$ 25,800.00	$ 76.84	$ 13,216.48
40	0529 7003		CONC CURB (TY IIA)	LF	4,726	$ 18.90	$ 89,321.40	$ 15.00	$ 70,890.00	$ 15.06	$ 71,173.56
41	0529 7009		CONC CURB & GUTTER (TY II)	LF	483	$ 23.10	$ 11,157.30	$ 75.00	$ 36,225.00	$ 21.80	$ 10,529.40
42	0530 7006		DRIVEWAYS (CONC)	SY	325	$ 68.25	$ 22,181.25	$ 150.00	$ 48,750.00	$ 79.08	$ 25,701.00
43	0531 7001		CONC SIDEWALKS (4")	SY	216	$ 63.00	$ 13,608.00	$ 175.00	$ 37,800.00	$ 59.14	$ 12,774.24
44	0531 7010		CURB RAMPS (TY 7)	EA	21	$ 1,260.00	$ 26,460.00	$ 3,900.00	$ 81,900.00	$ 2,989.56	$ 62,780.76
45	0531 7011		CURB RAMPS (TY 10)	EA	4	$ 1,575.00	$ 6,300.00	$ 3,900.00	$ 15,600.00	$ 1,660.07	$ 6,640.28

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46	0531 7013		CURB RAMPS (TY 21)	EA	3	$ 1,575.00	$ 4,725.00	$ 4,600.00	$ 13,800.00	$ 1,660.07	$ 4,980.21
47	0536 7002		CONC MEDIAN	SY	99	$ 126.00	$ 12,474.00	$ 500.00	$ 49,500.00	$ 83.87	$ 8,303.13
48	0104 7041		REMOV CONC (FLUME)	SY	28	$ 525.00	$ 14,700.00	$ 200.00	$ 5,600.00	$ 23.80	$ 666.40
49	0420 7002		CL A CONC (MISC)	CY	2	$ 630.00	$ 1,386.00	$ 325.00	$ 715.00	$ 205.92	$ 453.02
50	0420 7006		CL A CONC (FLUME)	CY	31	$ 1,050.00	$ 32,550.00	$ 275.00	$ 8,525.00	$ 945.08	$ 29,297.48
51	0420 7151		CL C CONC (SIGN FOOTING)	CY	0	$ 1,050.00	$ 315.00	$ 275.00	$ 82.50	$ 215.93	$ 64.78
52	0442 7007		STR STEEL (MISC NON-BRIDGE)	LB	5,380	$ 8.40	$ 45,192.00	$ 15.00	$ 80,700.00	$ 4.60	$ 24,748.00
53	0416 7002		DRILL SHAFT (18 IN)	LF	58	$ 367.50	$ 21,315.00	$ 300.00	$ 17,400.00	$ 450.58	$ 26,133.64
54	0618 7030		CONDT (PVC) (SCH 40) (2")	LF	1,894	$ 21.16	$ 40,077.04	$ 24.00	$ 45,456.00	$ 26.19	$ 49,603.86
55	0618 7031		CONDT (PVC) (SCH 40) (2") (BORE)	LF	742	$ 31.50	$ 23,373.00	$ 45.00	$ 33,390.00	$ 38.17	$ 28,322.14
56	0618 7090		CONDUIT (PREPARE)	LF	405	$ 5.25	$ 2,126.25	$ 4.00	$ 1,620.00	$ 5.98	$ 2,421.90
57	0620 7004		ELEC CONDR (NO.12) INSULATED	LF	8,733	$ 2.84	$ 24,801.72	$ 3.10	$ 27,072.30	$ 3.42	$ 29,866.86
58	0620 7010		ELEC CONDR (NO.6) INSULATED	LF	20	$ 3.57	$ 71.40	$ 4.50	$ 90.00	$ 4.35	$ 87.00
59	0624 7002		GROUND BOX TY A (122311)W/APRON	EA	29	$ 1,260.00	$ 36,540.00	$ 1,500.00	$ 43,500.00	$ 1,539.85	$ 44,655.65
60	0628 7006		ELC SRV TY A 120/240 060(NS)SS(E)GC(O)	EA	2	$ 9,450.00	$ 18,900.00	$ 10,225.00	$ 20,450.00	$ 11,381.50	$ 22,763.00

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61	0644 7001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	5	$ 966.00	$ 4,830.00	$ 830.00	$ 4,150.00	$ 1,190.51	$ 5,952.55
62	0644 7065		RELOCATE SM RD SN SUP&AM TY 10BWG	EA	3	$ 756.00	$ 2,268.00	$ 636.00	$ 1,908.00	$ 930.61	$ 2,791.83
63	0658 7025		INSTL DEL ASSM (D-SY)SZ 1(YFLX)SRF	EA	11	$ 1,050.00	$ 11,550.00	$ 600.00	$ 6,600.00	$ 20.31	$ 223.41
64	0666 7036		REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	1,258	$ 12.60	$ 15,850.80	$ 12.10	$ 15,221.80	$ 9.10	$ 11,447.80
65	0666 7042		REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	30	$ 147.00	$ 4,410.00	$ 230.00	$ 6,900.00	$ 182.00	$ 5,460.00
66	0666 7045		REFL PAV MRK TY I(W)(DBL ARROW)(100MIL	EA	38	$ 210.00	$ 7,980.00	$ 90.00	$ 3,420.00	$ 260.00	$ 9,880.00
67	0666 7084		REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	22	$ 147.00	$ 3,234.00	$ 326.00	$ 7,172.00	$ 182.00	$ 4,004.00
68	0666 7099		REFL PAV MRK TY I(W)(BIKE SYML)(100MIL	EA	30	$ 262.50	$ 7,875.00	$ 338.00	$ 10,140.00	$ 325.00	$ 9,750.00
69	0666 7132		REFL PAV MRK TY I(Y)(MED NOSE)(100MIL)	EA	3	$ 210.00	$ 630.00	$ 585.00	$ 1,755.00	$ 260.00	$ 780.00
70	0666 7168		RE PM TY II (W) 4" (BRK)	LF	99	$ 0.63	$ 62.37	$ 2.05	$ 202.95	$ 0.78	$ 77.22
71	0666 7184		RE PM TY II (W) 24" (SLD)	LF	1,258	$ 2.10	$ 2,641.80	$ 6.20	$ 7,799.60	$ 2.60	$ 3,270.80
72	0666 7186		RE PM TY II (W) (ARROW)	EA	30	$ 73.50	$ 2,205.00	$ 120.00	$ 3,600.00	$ 91.00	$ 2,730.00
73	0666 7187		RE PM TY II (W) (DBL ARROW)	EA	38	$ 89.25	$ 3,391.50	$ 14.00	$ 532.00	$ 110.50	$ 4,199.00
74	0666 7199		RE PM TY II (W) (SYMBOL)	EA	22	$ 73.50	$ 1,617.00	$ 84.00	$ 1,848.00	$ 91.00	$ 2,002.00
75	0666 7205		RE PM TY II (W) (BIKE SYMBOL)	EA	30	$ 73.50	$ 2,205.00	$ 84.00	$ 2,520.00	$ 91.00	$ 2,730.00

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76	0666	7208	RE PM TY II (Y) 4" (BRK)	LF	660	$ 0.74	$ 488.40	$ 1.25	$ 825.00	$ 0.91	$ 600.60
77	0666	7220	RE PM TY II (Y) (MED NOSE)	EA	3	$ 105.00	$ 315.00	$ 290.00	$ 870.00	$ 130.00	$ 390.00
78	0666	7402	REFL PAV MRK TY I (W)4"(BRK)(100MIL)	LF	99	$ 1.37	$ 135.63	$ 3.90	$ 386.10	$ 1.69	$ 167.31
79	0666	7414	REFL PAV MRK TY I (Y)4"(BRK)(100MIL)	LF	660	$ 1.37	$ 904.20	$ 2.40	$ 1,584.00	$ 1.69	$ 1,115.40
80	0677	7008	ELIM EXT PM & MRKS (24")	LF	1,054	$ 2.52	$ 2,656.08	$ 1.90	$ 2,002.60	$ 3.12	$ 3,288.48
81	0678	7008	PAV SURF PREP FOR MRK (24")	LF	1,258	$ 0.53	$ 666.74	$ 0.50	$ 629.00	$ 0.65	$ 817.70
82	0682	7018	PED SIG SEC (LED)(COUNTDOWN)	EA	8	$ 945.00	$ 7,560.00	$ 950.00	$ 7,600.00	$ 1,138.15	$ 9,105.20
83	0684	7007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	1,555	$ 2.10	$ 3,265.50	$ 4.25	$ 6,608.75	$ 2.02	$ 3,141.10
84	0684	7010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	1,151	$ 3.26	$ 3,752.26	$ 5.00	$ 5,755.00	$ 4.02	$ 4,627.02
85	0687	7001	PED POLE ASSEMBLY	EA	1	$ 3,832.50	$ 3,832.50	$ 4,500.00	$ 4,500.00	$ 4,686.50	$ 4,686.50
86	0688	7001	PED DETECT PUSH BUTTON (APS)	EA	10	$ 1,470.00	$ 14,700.00	$ 985.00	$ 9,850.00	$ 1,740.70	$ 17,407.00
87	0688	7003	PED DETECTOR CONTROLLER UNIT	EA	1	$ 4,725.00	$ 4,725.00	$ 4,500.00	$ 4,500.00	$ 5,623.80	$ 5,623.80
88	0690	7030	REMOVAL OF PEDESTRIAN PUSH BUTTONS	EA	10	$ 262.50	$ 2,625.00	$ 95.00	$ 950.00	$ 301.28	$ 3,012.80
89	0690	7094	REMOV PED SIG LED TRAF SIG LAMP UNIT	EA	8	$ 441.00	$ 3,528.00	$ 95.00	$ 760.00	$ 535.60	$ 4,284.80
90	6013	7006	GROUND BOX (PREPARE)	EA	6	$ 924.00	$ 5,544.00	$ 300.00	$ 1,800.00	$ 1,139.18	$ 6,835.08

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					Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 6		El Paso A.R.C. Electric, Inc. El Paso, TX Bidder 2 of 6		Horizone Construction I, Ltd El Paso, TX Bidder 3 of 6	
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91	ELP1 7001		REFL PAV MARK (GREEN)	SY	500	$ 183.75	$ 91,875.00	$ 133.00	$ 66,500.00	$ 225.00	$ 112,500.00
92	ELP2 7001		LED BOLLARD LIGHTING	EA	29	$ 1,575.00	$ 45,675.00	$ 1,200.00	$ 34,800.00	$ 1,891.50	$ 54,853.50
93	0479 7001		ADJUSTING MANHOLES	EA	11	$ 1,050.00	$ 11,550.00	$ 5,000.00	$ 55,000.00	$ 1,229.04	$ 13,519.44
94	0479 7004		ADJUSTING MANHOLES (UTILITY BOX)	EA	6	$ 1,050.00	$ 6,300.00	$ 5,000.00	$ 30,000.00	$ 1,950.00	$ 11,700.00
95	0690 7080		REMOVE DOWN GUY W/GUARD	EA	1	$ 892.50	$ 892.50	$ 1,500.00	$ 1,500.00	$ 1,950.00	$ 1,950.00
Sum Total Base Bid 2 (Items 1 Through 95)							**$ 1,262,246.12**		**$ 1,662,107.64**		**$ 1,408,414.29**
Sum Tota Base Bid 1 + Base Bid 2							**$ 3,077,270.45**		**$ 3,971,784.09**		**$ 3,419,708.69**
Bid Bond						**YES**		**YES**		**YES**	
Amendments Acknowledged						**YES**		**YES**		**YES**	

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Approved By: D.R.
Date: 4/17/2025

CITY OF EL PASO

PRICE TABULATION

BID TITLE: McRae Shared Use Path Phase I and Phase 2, CSJ 2201-01-012 **BID NUMBER: 2025-0009**

BID DATE: March 5, 2025

					International Eagle Enterprises Inc. El Paso, TX Bidder 4 of 6		Keystone GC, LLC El Paso, TX Bidder 5 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 6 of 6	
Item No.	Item - Code Item - No.	S.P. No	Description	Unit	Approx QTY	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
Base Bid I: MCRAE BLVD (FM2316)BICYCLE INFRASTRUCTURE IMPROVEMENTS PHASE I											
1	0500 7001		MOBILIZATION	LS	1	$ 80,000.00	$ 40,000.00	$ 21,711.91	$ 10,855.96	$ 103,400.00	$ 51,700.00
2	0502 7001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	$ 6,000.00	$ 18,000.00	$ 14,803.58	$ 44,410.74	$ 9,959.00	$ 29,877.00
3	0110 7001		EXCAV (ROADWAY)	CY	1,080	$ 25.00	$ 27,000.00	$ 25.05	$ 27,054.00	$ 23.17	$ 25,026.84
4	0110 7003		EXCAV (SPECIAL)	CY	397	$ 35.00	$ 13,895.00	$ 25.25	$ 10,024.25	$ 23.17	$ 9,199.68
5	0132 7006		EMBANK (FNL)(DC)(TY C)	CY	696	$ 30.00	$ 20,880.00	$ 56.52	$ 39,337.92	$ 11.50	$ 8,004.00
6	0170 7001		IRRIGATION SYSTEM	LS	1	$ 320,000.00	$ 160,000.00	$ 225,211.67	$ 112,605.84	$ 241,790.00	$ 120,895.00
7	0192 7003		PLANT SOIL MIX	CY	6	$ 400.00	$ 2,360.00	$ 215.89	$ 1,273.75	$ 211.86	$ 1,250.00
8	0192 7014		VEGETATION BARRIER	SY	3,704	$ 5.00	$ 18,520.00	$ 2.56	$ 9,482.24	$ 2.44	$ 9,041.46
9	0192 7023		LOOSE AGGR GRND COVER	CY	146	$ 180.00	$ 26,280.00	$ 357.76	$ 52,232.96	$ 130.62	$ 19,069.94
10	0192 7024		LOOSE AGGR GRND COVER (TY I)	CY	160	$ 180.00	$ 28,800.00	$ 357.76	$ 57,241.60	$ 193.69	$ 30,990.08
11	0192 7025		LOOSE AGGR GRND COVER (TY II)	CY	92	$ 180.00	$ 16,560.00	$ 357.76	$ 32,913.92	$ 176.09	$ 16,200.00
12	0192 7026		PLANT MATERIAL (1 GAL)	EA	44	$ 45.00	$ 1,980.00	$ 30.85	$ 1,357.40	$ 19.55	$ 859.98
13	0192 7029		PLANT MATERIAL (5 GAL)	EA	315	$ 100.00	$ 31,500.00	$ 80.19	$ 25,259.85	$ 60.52	$ 19,065.06
14	0192 7051		PLANT MATERIAL (MIN 2.5" CAL)	EA	57	$ 800.00	$ 45,600.00	$ 832.71	$ 47,464.47	$ 692.81	$ 39,490.00
15	0193 7001		LANDSCAPE ESTABLISH	MO	6	$ 4,000.00	$ 24,000.00	$ 3,454.17	$ 20,725.02	$ 1,900.00	$ 11,400.00

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16	0193 7007		IRRIG SYS OPER AND MAINT	MO	6	$ 4,000.00	$ 24,000.00	$ 1,727.09	$ 10,362.54	$ 1,465.00	$ 8,790.00
17	0193 7012		PLANT REPLACE (1 GAL)	EA	7	$ 60.00	$ 420.00	$ 30.85	$ 215.95	$ 20.71	$ 145.00
18	0193 7015		PLANT REPLACE (5 GAL)	EA	46	$ 120.00	$ 5,520.00	$ 80.19	$ 3,688.74	$ 60.65	$ 2,789.99
19	0193 7020		PLANT REPLACE (65 GAL)	EA	9	$ 1,300.00	$ 11,700.00	$ 832.71	$ 7,494.39	$ 693.33	$ 6,240.00
20	0194 7004		RDSIDE AMENITY (TRASH/RECYCLE BIN)	EA	5	$ 3,000.00	$ 15,000.00	$ 3,002.11	$ 15,010.55	$ 3,435.05	$ 17,175.25
21	0194 7005		RDSIDE AMENITY (BENCH)	EA	1	$ 3,000.00	$ 3,000.00	$ 3,937.63	$ 3,937.63	$ 4,045.70	$ 4,045.70
22	0194 7010		RDSIDE AMENITY (BOULDER)	EA	228	$ 200.00	$ 45,600.00	$ 324.45	$ 73,974.60	$ 214.06	$ 48,805.00
23	0194 7011		RDSIDE AMENITY (DOG BAG DISPENSER)	EA	5	$ 4,000.00	$ 20,000.00	$ 476.85	$ 2,384.25	$ 1,035.00	$ 5,175.00
24	0432 7003		RIPRAP (CONC)(6 IN)	CY	9	$ 650.00	$ 5,850.00	$ 667.69	$ 6,009.21	$ 442.75	$ 3,984.75
25	0432 7029		RIPRAP (STONE COMMON)(DRY)(6 IN)	CY	147	$ 220.00	$ 32,340.00	$ 279.23	$ 41,046.81	$ 117.55	$ 17,280.00
26	0100 7001		PREPARING ROW	AC	1	$ 10,000.00	$ 14,700.00	$ 5,848.64	$ 8,597.50	$ 1,150.00	$ 1,690.50
27	0100 7003		PREP ROW (TREE REMOVE) (0"-12" DIA)	EA	2	$ 500.00	$ 1,000.00	$ 1,184.29	$ 2,368.58	$ 250.00	$ 500.00
28	0100 7005		PREP ROW (TREE REMOVE) (24"-36" DIA)	EA	7	$ 2,500.00	$ 17,500.00	$ 1,677.74	$ 11,744.18	$ 100.00	$ 700.00
29	0104 7008		REMOV CONC (MEDIANS)	SY	67	$ 30.00	$ 2,010.00	$ 26.16	$ 1,752.72	$ 18.40	$ 1,232.80
30	0104 7011		REMOV CONC (DRIVEWAYS)	SY	755	$ 30.00	$ 22,650.00	$ 19.81	$ 14,956.55	$ 17.71	$ 13,371.05

CITY OF EL PASO

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31	0104 7013		REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	2,798	$ 25.00	$ 69,950.00	$ 11.70	$ 32,736.60	$ 9.66	$ 27,028.68
32	0104 7015		REMOV CONC (CURB RAMP)	SY	259	$ 25.00	$ 6,475.00	$ 25.31	$ 6,555.29	$ 18.40	$ 4,765.60
33	0104 7018		REMOV CONC (CURB OR CURB & GUTTER)	LF	1,273	$ 15.00	$ 19,095.00	$ 11.50	$ 14,639.50	$ 8.28	$ 10,540.44
34	0105 7023		RMV (3") TRT/UNTRT BASE & ASPH PAV	SY	109	$ 40.00	$ 4,360.00	$ 7.43	$ 809.87	$ 16.10	$ 1,754.90
35	0506 7039		TEMP SEDMT CONT FENCE (INSTALL)	LF	3,335	$ 8.00	$ 26,680.00	$ 4.39	$ 14,640.65	$ 5.18	$ 17,258.63
36	0506 7041		TEMP SEDMT CONT FENCE (REMOVE)	LF	3,335	$ 1.00	$ 3,335.00	$ 0.96	$ 3,201.60	$ 0.58	$ 1,917.63
37	0506 7043		BIODEG EROSN CONT LOGS (INSTL) (8")	LF	60	$ 12.00	$ 720.00	$ 3.71	$ 222.60	$ 11.50	$ 690.00
38	0506 7046		BIODEG EROSN CONT LOGS (REMOVE)	LF	60	$ 1.00	$ 60.00	$ 1.36	$ 81.60	$ 11.50	$ 690.00
39	0247 7177		FL BS (CMP IN PLC)(TY A GR 3)(FNAL POS	CY	839	$ 55.00	$ 46,145.00	$ 104.55	$ 87,717.45	$ 64.40	$ 54,031.60
40	0315 7002		FOG SEAL (SS-1H)	GAL	1,008	$ 6.00	$ 6,048.00	$ 3.37	$ 3,396.96	$ 3.45	$ 3,477.60
41	0341 7056		D-GR HMA TY-D PG76-22	TON	419	$ 475.00	$ 199,025.00	$ 178.28	$ 74,699.32	$ 152.38	$ 63,845.13
42	0527 7001		COLORED TEXTURED CONC (4")	SY	67	$ 60.00	$ 4,020.00	$ 97.79	$ 6,551.93	$ 112.70	$ 7,550.90
43	0529 7003		CONC CURB (TY IIA)	LF	6,846	$ 11.00	$ 75,306.00	$ 24.30	$ 166,357.80	$ 24.73	$ 169,267.35
44	0529 7009		CONC CURB & GUTTER (TY II)	LF	875	$ 24.00	$ 21,000.00	$ 30.21	$ 26,433.75	$ 28.18	$ 24,653.13
45	0530 7006		DRIVEWAYS (CONC)	SY	598	$ 60.00	$ 35,880.00	$ 100.19	$ 59,913.62	$ 112.70	$ 67,394.60
46	0531 7001		CONC SIDEWALKS (4")	SY	281	$ 35.00	$ 9,835.00	$ 81.55	$ 22,915.55	$ 112.70	$ 31,668.70

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47	0531	7010	CURB RAMPS (TY 7)	EA	32	$ 1,300.00	$ 41,600.00	$ 1,528.87	$ 48,923.84	$ 2,415.00	$ 77,280.00
48	0531	7011	CURB RAMPS (TY 10)	EA	5	$ 1,300.00	$ 6,500.00	$ 1,528.87	$ 7,644.35	$ 2,875.00	$ 14,375.00
49	0531	7013	CURB RAMPS (TY 21)	EA	1	$ 1,300.00	$ 1,300.00	$ 2,627.35	$ 2,627.35	$ 2,760.00	$ 2,760.00
50	0531	7025	CONC SIDEWALKS (SPECIAL)	SY	24	$ 300.00	$ 7,200.00	$ 133.76	$ 3,210.24	$ 126.50	$ 3,036.00
51	0536	7002	CONC MEDIAN	SY	60	$ 60.00	$ 3,600.00	$ 84.42	$ 5,065.20	$ 86.25	$ 5,175.00
52	0104	7029	REMOV CONC (HEADWALL)	CY	1	$ 2,000.00	$ 2,500.00	$ 262.99	$ 328.74	$ 805.00	$ 1,006.25
53	0104	7041	REMOV CONC (FLUME)	SY	5	$ 250.00	$ 1,250.00	$ 43.69	$ 218.45	$ 115.00	$ 575.00
54	0420	7002	CL A CONC (MISC)	CY	2	$ 2,000.00	$ 4,400.00	$ 244.93	$ 538.85	$ 512.90	$ 1,128.38
55	0420	7006	CL A CONC (FLUME)	CY	6	$ 800.00	$ 4,800.00	$ 2,745.91	$ 16,475.46	$ 391.00	$ 2,346.00
56	0420	7067	CL C CONC (MISC)	CY	35	$ 500.00	$ 17,500.00	$ 548.50	$ 19,197.50	$ 11.50	$ 402.50
57	0420	7151	CL C CONC (SIGN FOOTING)	CY	1	$ 1,500.00	$ 750.00	$ 244.93	$ 122.47	$ 1,725.00	$ 862.50
58	0442	7007	STR STEEL (MISC NON-BRIDGE)	LB	1,400	$ 25.00	$ 35,000.00	$ 3.52	$ 4,928.00	$ 4.60	$ 6,440.00
59	0450	7059	RAIL (HANDRAIL)(TY B)	LF	145	$ 190.00	$ 27,550.00	$ 167.72	$ 24,319.40	$ 120.75	$ 17,508.75
60	0460	7018	CMP AR (GAL STL DES 3)	LF	10	$ 500.00	$ 5,000.00	$ 331.46	$ 3,314.60	$ 299.00	$ 2,990.00
61	0466	7105	HEADWALL (CH - PW - 0) (DIA= 36 IN)	EA	1	$ 10,000.00	$ 10,000.00	$ 17,072.80	$ 17,072.80	$ 13,972.50	$ 13,972.50
62	0416	7002	DRILL SHAFT (18 IN)	LF	86	$ 420.00	$ 36,120.00	$ 427.58	$ 36,771.88	$ 230.00	$ 19,780.00

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63	0618	7030	CONDT (PVC) (SCH 40) (2")	LF	2,951	$ 23.00	$ 67,873.00	$ 24.85	$ 73,332.35	$ 17.25	$ 50,904.75
64	0618	7031	CONDT (PVC) (SCH 40) (2") (BORE)	LF	1,141	$ 33.00	$ 37,653.00	$ 36.22	$ 41,327.02	$ 32.20	$ 36,740.20
65	0618	7090	CONDUIT (PREPARE)	LF	840	$ 6.00	$ 5,040.00	$ 5.68	$ 4,771.20	$ 10.35	$ 8,694.00
66	0620	7004	ELEC CONDR (NO.12) INSULATED	LF	13,041	$ 3.25	$ 42,383.25	$ 3.25	$ 42,383.25	$ 1.67	$ 21,752.39
67	0620	7010	ELEC CONDR (NO.6) INSULATED	LF	235	$ 5.00	$ 1,175.00	$ 4.13	$ 970.55	$ 3.57	$ 837.78
68	0624	7002	GROUND BOX TY A (122311)W/APRON	EA	44	$ 1,250.00	$ 55,000.00	$ 1,461.24	$ 64,294.56	$ 1,265.00	$ 55,660.00
69	0628	7006	ELC SRV TY A 120/240 060(NS)SS(E)GC(O)	EA	3	$ 12,000.00	$ 36,000.00	$ 10,800.44	$ 32,401.32	$ 10,925.00	$ 32,775.00
70	0644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	13	$ 1,200.00	$ 15,600.00	$ 1,129.73	$ 14,686.49	$ 977.50	$ 12,707.50
71	0644	7065	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	10	$ 900.00	$ 9,000.00	$ 883.10	$ 8,831.00	$ 488.75	$ 4,887.50
72	0658	7025	INSTL DEL ASSM (D-SY)SZ 1(YFLX)SRF	EA	27	$ 35.00	$ 945.00	$ 640.03	$ 17,280.81	$ 897.00	$ 24,219.00
73	0666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2,210	$ 10.00	$ 22,100.00	$ 8.64	$ 19,094.40	$ 8.05	$ 17,790.50
74	0666	7042	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	38	$ 200.00	$ 7,600.00	$ 172.71	$ 6,562.98	$ 161.00	$ 6,118.00
75	0666	7045	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL	EA	42	$ 260.00	$ 10,920.00	$ 246.73	$ 10,362.66	$ 230.00	$ 9,660.00
76	0666	7084	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	24	$ 200.00	$ 4,800.00	$ 172.71	$ 4,145.04	$ 161.00	$ 3,864.00
77	0666	7099	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL	EA	38	$ 300.00	$ 11,400.00	$ 308.41	$ 11,719.58	$ 287.50	$ 10,925.00
78	0666	7132	REFL PAV MRK TY I(Y)(MED NOSE)(100MIL)	EA	7	$ 280.00	$ 1,960.00	$ 185.05	$ 1,295.35	$ 230.00	$ 1,610.00

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79	0666	7168	RE PM TY II (W) 4" (BRK)	LF	123	$ 1.20	$ 147.60	$ 0.75	$ 92.25	$ 0.69	$ 84.87
80	0666	7184	RE PM TY II (W) 24" (SLD)	LF	2,210	$ 2.75	$ 6,077.50	$ 2.47	$ 5,458.70	$ 2.30	$ 5,083.00
81	0666	7186	RE PM TY II (W) (ARROW)	EA	38	$ 100.00	$ 3,800.00	$ 86.36	$ 3,281.68	$ 80.50	$ 3,059.00
82	0666	7187	RE PM TY II (W) (DBL ARROW)	EA	42	$ 105.00	$ 4,410.00	$ 104.86	$ 4,404.12	$ 97.75	$ 4,105.50
83	0666	7199	RE PM TY II (W) (SYMBOL)	EA	24	$ 100.00	$ 2,400.00	$ 86.36	$ 2,072.64	$ 80.50	$ 1,932.00
84	0666	7205	RE PM TY II (W) (BIKE SYMBOL)	EA	38	$ 100.00	$ 3,800.00	$ 86.36	$ 3,281.68	$ 80.50	$ 3,059.00
85	0666	7208	RE PM TY II (Y) 4" (BRK)	LF	972	$ 1.40	$ 1,360.80	$ 0.87	$ 845.64	$ 0.81	$ 782.46
86	0666	7220	RE PM TY II (Y) (MED NOSE)	EA	7	$ 180.00	$ 1,260.00	$ 123.37	$ 863.59	$ 115.00	$ 805.00
87	0666	7402	REFL PAV MRK TY I (W)4"(BRK)(100MIL)	LF	123	$ 1.60	$ 196.80	$ 1.61	$ 198.03	$ 1.50	$ 183.89
88	0666	7414	REFL PAV MRK TY I (Y)4"(BRK)(100MIL)	LF	972	$ 1.60	$ 1,555.20	$ 1.61	$ 1,564.92	$ 1.50	$ 1,453.14
89	0677	7008	ELIM EXT PM & MRKS (24")	LF	1,482	$ 3.25	$ 4,816.50	$ 2.97	$ 4,401.54	$ 2.88	$ 4,260.75
90	0678	7008	PAV SURF PREP FOR MRK (24")	LF	2,210	$ 0.75	$ 1,657.50	$ 1.86	$ 4,110.60	$ 0.58	$ 1,270.75
91	0682	7018	PED SIG SEC (LED)(COUNTDOWN)	EA	16	$ 925.00	$ 14,800.00	$ 1,080.05	$ 17,280.80	$ 1,265.00	$ 20,240.00
92	0684	7007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	3,355	$ 2.50	$ 8,387.50	$ 1.92	$ 6,441.60	$ 5.18	$ 17,362.13
93	0684	7010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	2,617	$ 4.00	$ 10,468.00	$ 3.82	$ 9,996.94	$ 6.90	$ 18,057.30

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94	0687	7001	PED POLE ASSEMBLY	EA	9	$ 3,800.00	$ 34,200.00	$ 4,447.24	$ 40,025.16	$ 3,565.00	$ 32,085.00
95	0687	7002	PEDESTRIAN PUSH BUTTON POLE	EA	1	$ 3,800.00	$ 3,800.00	$ 4,447.24	$ 4,447.24	$ 1,035.00	$ 1,035.00
96	0688	7001	PED DETECT PUSH BUTTON (APS)	EA	20	$ 1,600.00	$ 32,000.00	$ 1,651.84	$ 33,036.80	$ 1,150.00	$ 23,000.00
97	0688	7003	PED DETECTOR CONTROLLER UNIT	EA	2	$ 4,700.00	$ 9,400.00	$ 5,336.69	$ 10,673.38	$ 4,600.00	$ 9,200.00
98	0690	7030	REMOVAL OF PEDESTRIAN PUSH BUTTONS	EA	20	$ 250.00	$ 5,000.00	$ 285.90	$ 5,718.00	$ 575.00	$ 11,500.00
99	0690	7094	REMOV PED SIG LED TRAF SIG LAMP UNIT	EA	16	$ 420.00	$ 6,720.00	$ 508.26	$ 8,132.16	$ 575.00	$ 9,200.00
100	6013	7006	GROUND BOX (PREPARE)	EA	12	$ 950.00	$ 11,400.00	$ 1,081.02	$ 12,972.24	$ 345.00	$ 4,140.00
101	ELP1	7001	REFL PAV MARK (GREEN)	SY	583	$ 190.00	$ 110,770.00	$ 23.44	$ 13,665.52	$ 201.25	$ 117,328.75
102	ELP2	7001	LED BOLLARD LIGHTING	EA	43	$ 1,550.00	$ 66,650.00	$ 1,794.94	$ 77,182.42	$ 1,380.00	$ 59,340.00
103	0479	7001	ADJUSTING MANHOLES	EA	5	$ 1,000.00	$ 5,000.00	$ 910.86	$ 4,554.30	$ 920.00	$ 4,600.00
104	0479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	5	$ 1,000.00	$ 5,000.00	$ 910.86	$ 4,554.30	$ 402.50	$ 2,012.50
105	0690	7080	REMOVE DOWN GUY W/GUARD	EA	1	$ 1,000.00	$ 1,000.00	$ 2,220.54	$ 2,220.54	$ 575.00	$ 575.00
Sum Total Base Bid 1 (Items 1 Through 105)							**$ 2,115,195.65**		**$ 2,042,352.67**		**$ 1,835,067.46**

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Approved By: _____
Date:___4/17/2025_____

CITY OF EL PASO

PRICE TABULATION

BID TITLE: McRae Shared Use Path Phase I and Phase 2, CSJ 2201-01-012 **BID NUMBER: 2025-0009**

BID DATE: March 5, 2025

					International Eagle Enterprises Inc. El Paso, TX Bidder 4 of 6		Keystone GC, LLC El Paso, TX Bidder 5 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 6 of 6	
Item No.	Item - Code Item - No.	Item - Code S.P. No	Description	Unit	Approx QTY	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
Base Bid II: MCRAE BLVD (FM2316)BICYCLE INFRASTRUCTURE IMPROVEMENTS PHASE II- TxDOT										
1	0500 7001		MOBILIZATION	LS	1	$ 80,000.00	$ 40,000.00	$ 21,711.91	$ 10,855.96	$ 103,400.00	$ 51,700.00
2	0502 7001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$ 6,000.00	$ 24,000.00	$ 17,733.45	$ 70,933.80	$ 9,959.00	$ 39,836.00
3	0110 7001		EXCAV (ROADWAY)	CY	1,002	$ 25.00	$ 25,050.00	$ 25.21	$ 25,260.42	$ 33.35	$ 33,416.70
4	0110 7003		EXCAV (SPECIAL)	CY	353	$ 35.00	$ 12,355.00	$ 25.40	$ 8,966.20	$ 33.35	$ 11,772.55
5	0132 7006		EMBANK (FNL)(DC)(TY C)	CY	27	$ 30.00	$ 810.00	$ 52.33	$ 1,412.91	$ 103.50	$ 2,794.50
6	0170 7001		IRRIGATION SYSTEM	LS	1	$ 320,000.00	$ 160,000.00	$ 225,211.67	$ 112,605.84	$ 166,930.00	$ 83,465.00
7	0192 7003		PLANT SOIL MIX	CY	4	$ 400.00	$ 1,480.00	$ 215.89	$ 798.79	$ 283.78	$ 1,050.00
8	0192 7014		VEGETATION BARRIER	SY	3,189	$ 5.00	$ 15,945.00	$ 2.56	$ 8,163.84	$ 2.43	$ 7,749.27
9	0192 7023		LOOSE AGGR GRND COVER	CY	103	$ 180.00	$ 18,540.00	$ 357.76	$ 36,849.28	$ 131.17	$ 13,510.00
10	0192 7024		LOOSE AGGR GRND COVER (TY I)	CY	122	$ 180.00	$ 21,960.00	$ 357.76	$ 43,646.72	$ 193.81	$ 23,644.94
11	0192 7025		LOOSE AGGR GRND COVER (TY II)	CY	128	$ 180.00	$ 23,040.00	$ 357.76	$ 45,793.28	$ 175.86	$ 22,509.95
12	0192 7026		PLANT MATERIAL (1 GAL)	EA	15	$ 45.00	$ 675.00	$ 30.85	$ 462.75	$ 19.67	$ 295.01
13	0192 7029		PLANT MATERIAL (5 GAL)	EA	286	$ 100.00	$ 28,600.00	$ 80.19	$ 22,934.34	$ 60.54	$ 17,315.01
14	0192 7051		PLANT MATERIAL (MIN 2.5" CAL)	EA	33	$ 800.00	$ 26,400.00	$ 832.71	$ 27,479.43	$ 692.88	$ 22,865.01
15	0193 7001		LANDSCAPE ESTABLISH	MO	6	$ 4,000.00	$ 24,000.00	$ 3,454.17	$ 20,725.02	$ 1,900.00	$ 11,400.00

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BID DATE: March 5, 2025

					International Eagle Enterprises Inc. El Paso, TX Bidder 4 of 6		Keystone GC, LLC El Paso, TX Bidder 5 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 6 of 6	
Item No.	Item - Code Item - No.	Item - Code S.P. No	Description	Unit	Approx QTY	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
16	0193	7007	IRRIG SYS OPER AND MAINT	MO	6	$ 4,000.00	$ 24,000.00	$ 1,727.09	$ 10,362.54	$ 1,465.00	$ 8,790.00
17	0193	7012	PLANT REPLACE (1 GAL)	EA	3	$ 60.00	$ 180.00	$ 30.85	$ 92.55	$ 21.67	$ 65.00
18	0193	7015	PLANT REPLACE (5 GAL)	EA	40	$ 120.00	$ 4,800.00	$ 80.19	$ 3,207.60	$ 60.63	$ 2,425.00
19	0193	7020	PLANT REPLACE (65 GAL)	EA	5	$ 1,300.00	$ 6,500.00	$ 832.71	$ 4,163.55	$ 693.00	$ 3,465.00
20	0194	7004	RDSIDE AMENITY (TRASH/RECYCLE BIN)	EA	3	$ 3,000.00	$ 9,000.00	$ 3,002.11	$ 9,006.33	$ 3,435.05	$ 10,305.15
21	0194	7005	RDSIDE AMENITY (BENCH)	EA	1	$ 3,000.00	$ 3,000.00	$ 3,937.63	$ 3,937.63	$ 4,045.70	$ 4,045.70
22	0194	7010	RDSIDE AMENITY (BOULDER)	EA	130	$ 200.00	$ 26,000.00	$ 324.45	$ 42,178.50	$ 213.77	$ 27,789.97
23	0194	7011	RDSIDE AMENITY (DOG BAG DISPENSER)	EA	3	$ 4,000.00	$ 12,000.00	$ 459.58	$ 1,378.74	$ 1,035.00	$ 3,105.00
24	0432	7003	RIPRAP (CONC)(6 IN)	CY	20	$ 650.00	$ 13,000.00	$ 667.69	$ 13,353.80	$ 442.75	$ 8,855.00
25	0100	7001	PREPARING ROW	AC	1	$ 5,000.00	$ 7,050.00	$ 6,097.52	$ 8,597.50	$ 1,150.00	$ 1,621.50
26	0104	7008	REMOV CONC (MEDIANS)	SY	191	$ 30.00	$ 5,730.00	$ 26.45	$ 5,051.95	$ 17.48	$ 3,338.68
27	0104	7011	REMOV CONC (DRIVEWAYS)	SY	198	$ 30.00	$ 5,940.00	$ 19.96	$ 3,952.08	$ 17.71	$ 3,506.58
28	0104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	649	$ 25.00	$ 16,225.00	$ 12.18	$ 7,904.82	$ 9.66	$ 6,269.34
29	0104	7015	REMOV CONC (CURB RAMP)	SY	156	$ 25.00	$ 3,900.00	$ 27.31	$ 4,260.36	$ 17.48	$ 2,726.88
30	0104	7018	REMOV CONC (CURB OR CURB & GUTTER)	LF	968	$ 15.00	$ 14,520.00	$ 11.56	$ 11,190.08	$ 8.28	$ 8,015.04

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31	0105 7023		RMV (3") TRT/UNTRT BASE & ASPH PAV	SY	177	$ 40.00	$ 7,080.00	$ 7.95	$ 1,407.15	$ 16.10	$ 2,849.70
32	0506 7039		TEMP SEDMT CONT FENCE (INSTALL)	LF	2,801	$ 8.00	$ 22,408.00	$ 4.46	$ 12,492.46	$ 5.18	$ 14,495.18
33	0506 7041		TEMP SEDMT CONT FENCE (REMOVE)	LF	2,801	$ 1.00	$ 2,801.00	$ 0.98	$ 2,744.98	$ 0.58	$ 1,610.58
34	0506 7043		BIODEG EROSN CONT LOGS (INSTL) (8")	LF	100	$ 12.00	$ 1,200.00	$ 2.78	$ 278.00	$ 8.05	$ 805.00
35	0506 7046		BIODEG EROSN CONT LOGS (REMOVE)	LF	100	$ 1.00	$ 100.00	$ 1.02	$ 102.00	$ 1.15	$ 115.00
36	0247 7177		FL BS (CMP IN PLC)(TY A GR 3)(FNAL POS	CY	558	$ 55.00	$ 30,690.00	$ 107.73	$ 60,113.34	$ 64.40	$ 35,935.20
37	0315 7002		FOG SEAL (SS-1H)	GAL	670	$ 6.00	$ 4,020.00	$ 3.37	$ 2,257.90	$ 3.45	$ 2,311.50
38	0341 7056		D-GR HMA TY-D PG76-22	TON	277	$ 475.00	$ 131,575.00	$ 172.31	$ 47,729.87	$ 153.53	$ 42,526.43
39	0527 7001		COLORED TEXTURED CONC (4")	SY	172	$ 60.00	$ 10,320.00	$ 96.31	$ 16,565.32	$ 112.70	$ 19,384.40
40	0529 7003		CONC CURB (TY IIA)	LF	4,726	$ 11.00	$ 51,986.00	$ 24.30	$ 114,841.80	$ 24.73	$ 116,850.35
41	0529 7009		CONC CURB & GUTTER (TY II)	LF	483	$ 24.00	$ 11,592.00	$ 30.21	$ 14,591.43	$ 28.18	$ 13,608.53
42	0530 7006		DRIVEWAYS (CONC)	SY	325	$ 60.00	$ 19,500.00	$ 100.19	$ 32,561.75	$ 112.70	$ 36,627.50
43	0531 7001		CONC SIDEWALKS (4")	SY	216	$ 35.00	$ 7,560.00	$ 81.55	$ 17,614.80	$ 112.70	$ 24,343.20
44	0531 7010		CURB RAMPS (TY 7)	EA	21	$ 1,300.00	$ 27,300.00	$ 1,528.87	$ 32,106.27	$ 2,415.00	$ 50,715.00
45	0531 7011		CURB RAMPS (TY 10)	EA	4	$ 1,300.00	$ 5,200.00	$ 1,528.87	$ 6,115.48	$ 2,875.00	$ 11,500.00

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46	0531	7013	CURB RAMPS (TY 21)	EA	3	$ 1,300.00	$ 3,900.00	$ 2,627.35	$ 7,882.05	$ 2,760.00	$ 8,280.00
47	0536	7002	CONC MEDIAN	SY	99	$ 60.00	$ 5,940.00	$ 84.42	$ 8,357.58	$ 86.25	$ 8,538.75
48	0104	7041	REMOV CONC (FLUME)	SY	28	$ 80.00	$ 2,240.00	$ 42.46	$ 1,188.88	$ 57.50	$ 1,610.00
49	0420	7002	CL A CONC (MISC)	CY	2	$ 2,000.00	$ 4,400.00	$ 244.93	$ 538.85	$ 575.00	$ 1,265.00
50	0420	7006	CL A CONC (FLUME)	CY	31	$ 800.00	$ 24,800.00	$ 2,747.56	$ 85,174.36	$ 339.25	$ 10,516.75
51	0420	7151	CL C CONC (SIGN FOOTING)	CY	0	$ 1,500.00	$ 450.00	$ 244.93	$ 73.48	$ 1,725.00	$ 517.50
52	0442	7007	STR STEEL (MISC NON-BRIDGE)	LB	5,380	$ 25.00	$ 134,500.00	$ 3.13	$ 16,839.40	$ 3.61	$ 19,427.18
53	0416	7002	DRILL SHAFT (18 IN)	LF	58	$ 420.00	$ 24,360.00	$ 427.58	$ 24,799.64	$ 230.00	$ 13,340.00
54	0618	7030	CONDT (PVC) (SCH 40) (2")	LF	1,894	$ 23.00	$ 43,562.00	$ 24.85	$ 47,065.90	$ 17.25	$ 32,671.50
55	0618	7031	CONDT (PVC) (SCH 40) (2") (BORE)	LF	742	$ 33.00	$ 24,486.00	$ 36.22	$ 26,875.24	$ 32.20	$ 23,892.40
56	0618	7090	CONDUIT (PREPARE)	LF	405	$ 6.00	$ 2,430.00	$ 5.68	$ 2,300.40	$ 10.35	$ 4,191.75
57	0620	7004	ELEC CONDR (NO.12) INSULATED	LF	8,733	$ 3.25	$ 28,382.25	$ 3.25	$ 28,382.25	$ 1.67	$ 14,566.64
58	0620	7010	ELEC CONDR (NO.6) INSULATED	LF	20	$ 5.00	$ 100.00	$ 4.13	$ 82.60	$ 3.57	$ 71.30
59	0624	7002	GROUND BOX TY A (122311)W/APRON	EA	29	$ 1,250.00	$ 36,250.00	$ 1,461.24	$ 42,375.96	$ 1,265.00	$ 36,685.00
60	0628	7006	ELC SRV TY A 120/240 060(NS)SS(E)GC(O)	EA	2	$ 12,000.00	$ 24,000.00	$ 10,800.44	$ 21,600.88	$ 10,925.00	$ 21,850.00

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61	0644 7001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	5	$ 1,200.00	$ 6,000.00	$ 1,129.73	$ 5,648.65	$ 1,035.00	$ 5,175.00
62	0644 7065		RELOCATE SM RD SN SUP&AM TY 10BWG	EA	3	$ 900.00	$ 2,700.00	$ 883.10	$ 2,649.30	$ 575.00	$ 1,725.00
63	0658 7025		INSTL DEL ASSM (D-SY)SZ 1(YFLX)SRF	EA	11	$ 35.00	$ 385.00	$ 308.41	$ 3,392.51	$ 897.00	$ 9,867.00
64	0666 7036		REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	1,258	$ 10.00	$ 12,580.00	$ 8.64	$ 10,869.12	$ 8.05	$ 10,126.90
65	0666 7042		REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	30	$ 200.00	$ 6,000.00	$ 172.71	$ 5,181.30	$ 161.00	$ 4,830.00
66	0666 7045		REFL PAV MRK TY I(W)(DBL ARROW)(100MIL	EA	38	$ 260.00	$ 9,880.00	$ 246.73	$ 9,375.74	$ 230.00	$ 8,740.00
67	0666 7084		REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	22	$ 200.00	$ 4,400.00	$ 172.71	$ 3,799.62	$ 161.00	$ 3,542.00
68	0666 7099		REFL PAV MRK TY I(W)(BIKE SYML)(100MIL	EA	30	$ 300.00	$ 9,000.00	$ 308.41	$ 9,252.30	$ 287.50	$ 8,625.00
69	0666 7132		REFL PAV MRK TY I(Y)(MED NOSE)(100MIL)	EA	3	$ 300.00	$ 900.00	$ 185.05	$ 555.15	$ 230.00	$ 690.00
70	0666 7168		RE PM TY II (W) 4" (BRK)	LF	99	$ 1.20	$ 118.80	$ 0.75	$ 74.25	$ 0.69	$ 68.31
71	0666 7184		RE PM TY II (W) 24" (SLD)	LF	1,258	$ 2.75	$ 3,459.50	$ 2.47	$ 3,107.26	$ 2.30	$ 2,893.40
72	0666 7186		RE PM TY II (W) (ARROW)	EA	30	$ 100.00	$ 3,000.00	$ 86.36	$ 2,590.80	$ 80.50	$ 2,415.00
73	0666 7187		RE PM TY II (W) (DBL ARROW)	EA	38	$ 105.00	$ 3,990.00	$ 104.86	$ 3,984.68	$ 97.75	$ 3,714.50
74	0666 7199		RE PM TY II (W) (SYMBOL)	EA	22	$ 100.00	$ 2,200.00	$ 86.36	$ 1,899.92	$ 80.50	$ 1,771.00
75	0666 7205		RE PM TY II (W) (BIKE SYMBOL)	EA	30	$ 100.00	$ 3,000.00	$ 86.36	$ 2,590.80	$ 80.50	$ 2,415.00

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76	0666	7208	RE PM TY II (Y) 4" (BRK)	LF	660	$ 1.40	$ 924.00	$ 0.87	$ 574.20	$ 0.81	$ 531.30
77	0666	7220	RE PM TY II (Y) (MED NOSE)	EA	3	$ 180.00	$ 540.00	$ 123.37	$ 370.11	$ 115.00	$ 345.00
78	0666	7402	REFL PAV MRK TY I (W)4"(BRK)(100MIL)	LF	99	$ 1.60	$ 158.40	$ 1.61	$ 159.39	$ 1.50	$ 148.01
79	0666	7414	REFL PAV MRK TY I (Y)4"(BRK)(100MIL)	LF	660	$ 1.60	$ 1,056.00	$ 1.61	$ 1,062.60	$ 1.50	$ 986.70
80	0677	7008	ELIM EXT PM & MRKS (24")	LF	1,054	$ 3.00	$ 3,162.00	$ 2.97	$ 3,130.38	$ 2.76	$ 2,909.04
81	0678	7008	PAV SURF PREP FOR MRK (24")	LF	1,258	$ 0.75	$ 943.50	$ 0.62	$ 779.96	$ 0.58	$ 723.35
82	0682	7018	PED SIG SEC (LED)(COUNTDOWN)	EA	8	$ 925.00	$ 7,400.00	$ 1,080.05	$ 8,640.40	$ 1,265.00	$ 10,120.00
83	0684	7007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	1,555	$ 2.50	$ 3,887.50	$ 1.92	$ 2,985.60	$ 5.18	$ 8,047.13
84	0684	7010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	1,151	$ 4.00	$ 4,604.00	$ 3.82	$ 4,396.82	$ 6.90	$ 7,941.90
85	0687	7001	PED POLE ASSEMBLY	EA	1	$ 3,800.00	$ 3,800.00	$ 4,447.24	$ 4,447.24	$ 3,565.00	$ 3,565.00
86	0688	7001	PED DETECT PUSH BUTTON (APS)	EA	10	$ 1,600.00	$ 16,000.00	$ 1,651.84	$ 16,518.40	$ 1,150.00	$ 11,500.00
87	0688	7003	PED DETECTOR CONTROLLER UNIT	EA	1	$ 4,700.00	$ 4,700.00	$ 5,336.69	$ 5,336.69	$ 4,600.00	$ 4,600.00
88	0690	7030	REMOVAL OF PEDESTRIAN PUSH BUTTONS	EA	10	$ 250.00	$ 2,500.00	$ 285.90	$ 2,859.00	$ 575.00	$ 5,750.00
89	0690	7094	REMOV PED SIG LED TRAF SIG LAMP UNIT	EA	8	$ 420.00	$ 3,360.00	$ 508.26	$ 4,066.08	$ 575.00	$ 4,600.00

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90	6013	7006	GROUND BOX (PREPARE)	EA	6	$ 950.00	$ 5,700.00	$ 1,081.02	$ 6,486.12	$ 345.00	$ 2,070.00
91	ELP1	7001	REFL PAV MARK (GREEN)	SY	500	$ 190.00	$ 95,000.00	$ 23.44	$ 11,720.00	$ 201.25	$ 100,625.00
92	ELP2	7001	LED BOLLARD LIGHTING	EA	29	$ 1,550.00	$ 44,950.00	$ 1,794.94	$ 52,053.26	$ 1,380.00	$ 40,020.00
93	0479	7001	ADJUSTING MANHOLES	EA	11	$ 1,000.00	$ 11,000.00	$ 910.86	$ 10,019.46	$ 920.00	$ 10,120.00
94	0479	7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	6	$ 1,000.00	$ 6,000.00	$ 910.86	$ 5,465.16	$ 402.50	$ 2,415.00
95	0690	7080	REMOVE DOWN GUY W/GUARD	EA	1	$ 1,000.00	$ 1,000.00	$ 2,220.54	$ 2,220.54	$ 1,725.00	$ 1,725.00
Sum Total Base Bid 2 (Items 1 Through 95)							**$ 1,552,130.95**		**$ 1,448,849.43**		**$ 1,294,089.63**
Sum Tota Base Bid 1 + Base Bid 2							**$ 3,667,326.60**		**$ 3,491,202.10**		**$ 3,129,157.09**
Bid Bond							**YES**		**YES**		**YES**
Amendments Acknowledged							**YES**		**YES**		**YES**

969

Approved By: D.R.
Date: 4/17/2025

Views List

2025-0009 McRae Shared Use Path Phase 1 and Phase 2

NO.	Participant Name	City	State
1	ACO Remodeling & Construction, Inc.	El Paso	TX
2	All Security Equipment (Hibiscus Road Capital LLC)	Miami Gardens	FL
3	Allen Concrete, LLC	El Paso	TX
4	Allied Paving	el paso	TX
5	Amtek USA, Austin	Houston	TX
6	ASC General Contractors	El Paso	TX
7	Black Stallion Contractors, Inc.	El Paso	TX
8	Burman Construction, LLC	El Paso	TX
9	Caballero Electric Co	El Paso	TX
10	City of El Paso Capital Improvement Department	El Paso	TX
11	COEP CID	El Paso	TX
12	Consolidated Traffic Controls, Inc.	Arlington	TX
13	ConstructConnect	Cincinnati	OH
14	Construction Reporter	Albuquerque	NM
15	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
16	Dan Williams Company	Austin	TX
17	Del Mar Contracting, Inc.	El Paso	TX
18	Done Right Handyman Service LLC	El Paso	TX
19	DYER CYCLE	El Paso	TX
20	EGL Construction, Inc	El Paso	TX
21	El Paso A.R.C. Electric, Inc.	El Paso	TX
22	EL PASO JAG INC.	EL Paso	TX
23	Filterbuy Incorporated	Talladega	AL
24	FOX CONSTRUCTOR LLC	El Paso	TX
25	Horizone Construction 1 LTD	El Paso	TX
26	Instant Imprints, South Houston (M. Wright Group, LLC)	Houston	TX
27	International Eagle Enterprises	El Paso	TX
28	Keystone Contractors and Engineers (Keystone GC, LLC.)	El Paso	TX
29	Martinez Bros. Contractors, LLC	El Paso	TX
30	Mobile Communications America Inc.	Charlotte	NC
31	Paso-Tex Industries LLC	El Paso	TX
32	PMI Pavement Marking, LLC (Pavement Marking, LLC)	EL PASO	TX
33	Ritz Safety LLC	Dayton	OH
34	SE3, LLC	DALLAS	TX
35	The Dry Land Landscape Architecture, LLC	El Paso	TX
36	The PlanIt Room	El Paso	TX
37	Virtual Builders Exchange	San Antonio	TX
38	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
39	Zeraus Iluminacion	El Paso	TX

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Heriberto Martinez
Business Name	Martinez Bros. Contractors, LLC
Agenda Item Type	McRae Shared Used Path Phase 1 and Phase 2, CSJ 2201-01-012 Solicitation No. 2025-0009
Relevant Department	Purchasing & Strategic Sourcing Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 02/26/25

McRae Shared Use Path Ph1 and Ph2

August 5, 2025



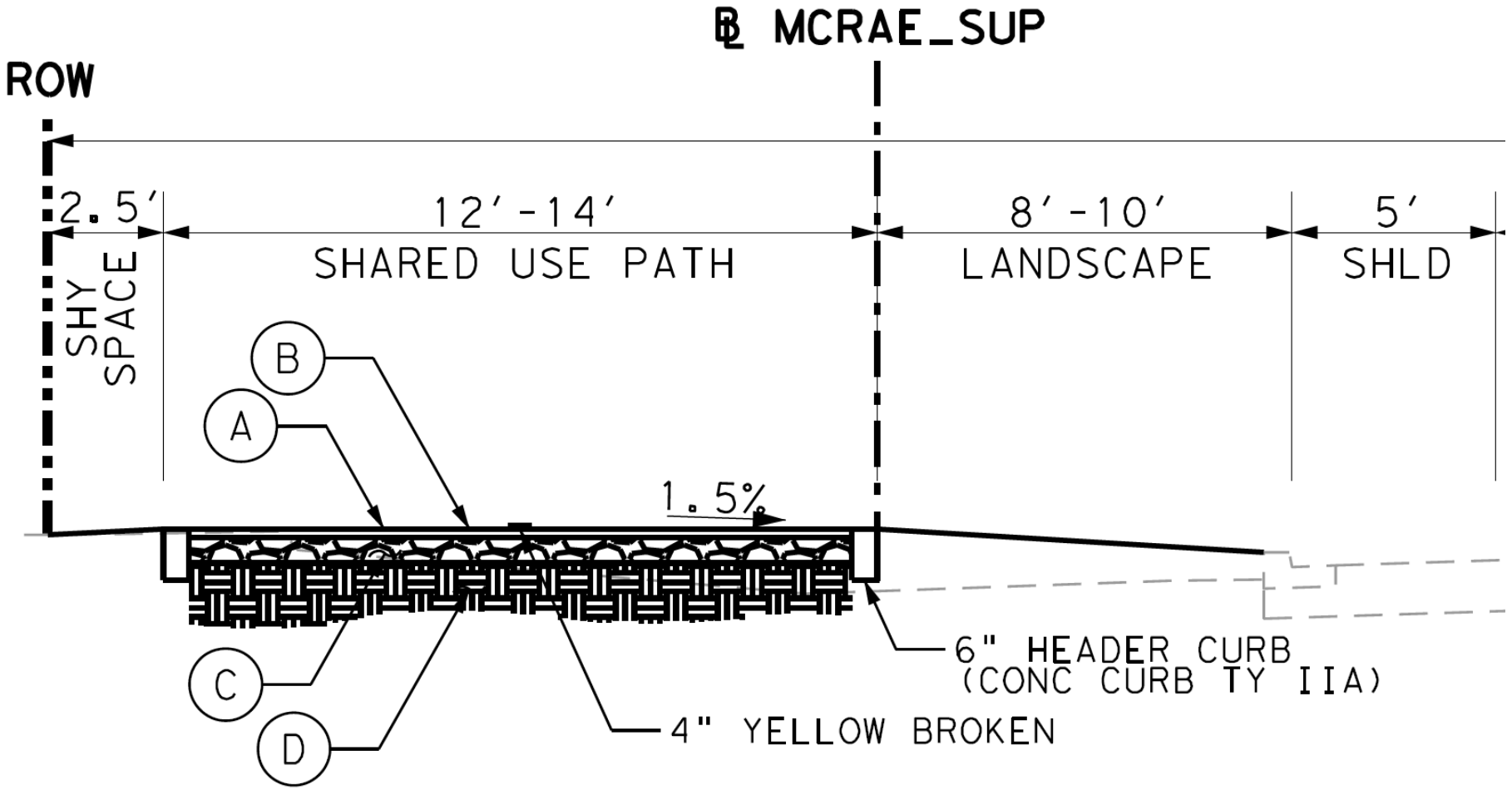
Project Scope

- The McRae Shared Use Path Project consists of construction of a shared use path from Montwood Dr. to Montana Ave in 2 Phases (1.5 mi). The Shared Use Path will run parallel to McRae Blvd.
- The proposed improvements includes:
  - Demolition
  - ADA compliant curb ramps
  - Irrigated landscaping with amenities
  - Pavement markings and signs.

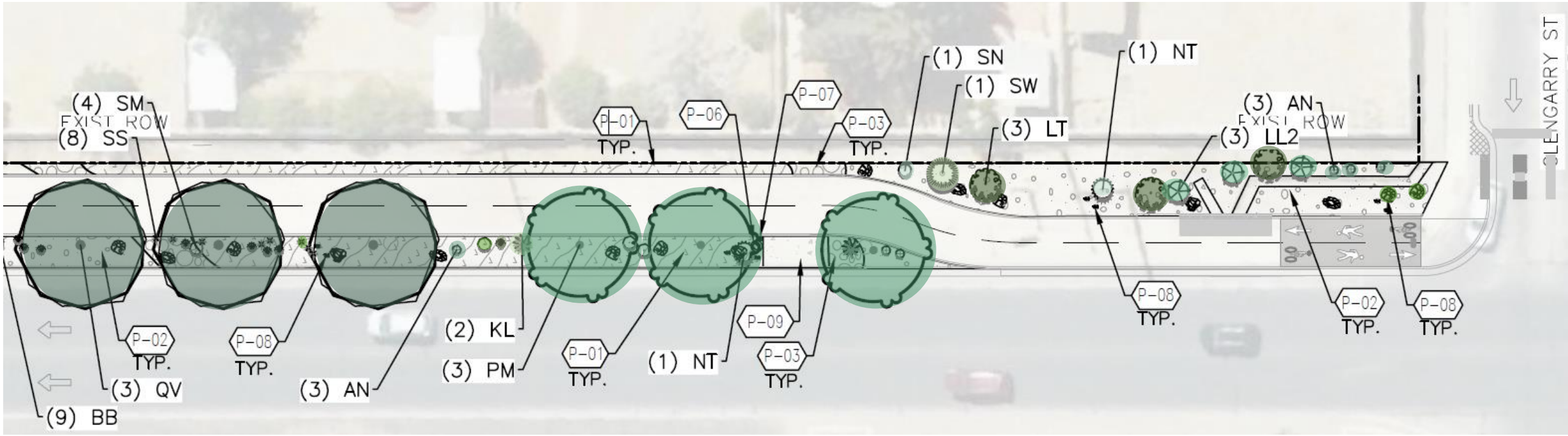
Project Details

Location:	McRae Blvd
District(s):	3
Total Budget:	$3,129,157.09
Funding Source:	Federal Participation - TxDOT (80%) Local Government Participation - City of El Paso (20%)

Proposed Cross Section (Varies)

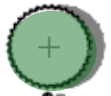


Proposed Landscaping (Varies)

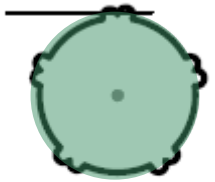


Proposed Landscaping: Trees and Shrubs

SHRUBS

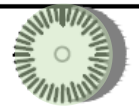
	5	ARIZONA ROSEWOOD
	6	CHIHUAHUAN SAGE
	10	CREOSOTE BUSH
	4	DWARF CHAMISA
	4	FURMAN'S AUTUMN SAGE
	72	GERMANDER SAGE
	21	GRO-LO FRAGRANT SUMAC
	18	LYNN'S LEGACY LANGMAN'S SAGE
	51	SIERRA NEGRA DALEA
	27	WINTERFAT

TREES

	25	CHINESE PISTACHE
	35	LACEBARK ELM
	29	SOUTHERN LIVE OAK
	1	THORNLESS HONEY LOCUST

Proposed Landscaping: Grasses, Desert Accents, and Perennials

GRASSES



6	BIG SACATON
176	BLONDE AMBITION BLUE GRAMA
11	PINK FLAMINGO MUHLY
53	THE BLUES LITTLE BLUESTEM

PERENNIALS



59	GILIA BEARDTONGUE

DESERT ACCENTS



2	GREY DESERT SPOON
63	NEW MEXICO AGAVE
3	SPANISH DAGGER
23	SPINELESS PRICKLY PEAR
46	TEXAS SACAHUISTA

Project Limits: PH 1



Project Limits:

Along: Southbound Lanes on McRae Dr.

Start Location: Montwood Dr. Intersection

End Location: Album Ave. Intersection

Total Length: 4,632 FT

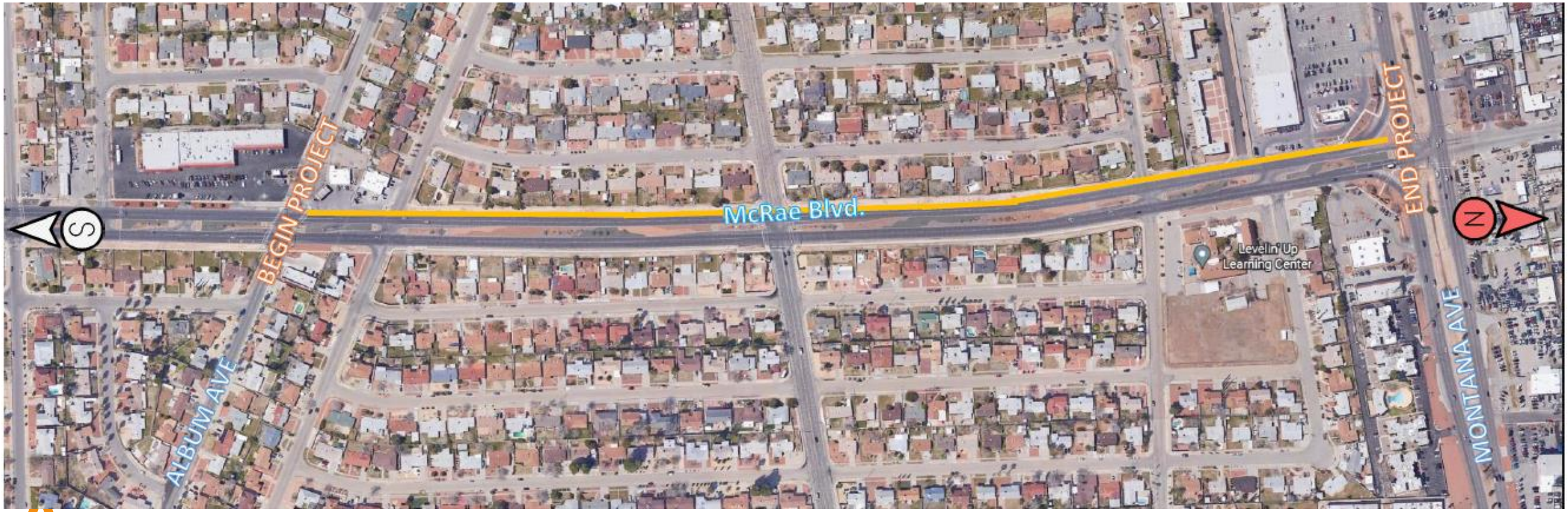
Project Area

Project Limits: Ph 2

Project Limits:

Along: Southbound Lanes on McRae Dr. **Start Location:** Montwood Dr. Intersection **End Location:** Album Ave. Intersection

Total Length: 4,632 F Project Area



Existing Conditions: PH1





Existing Conditions: PH 1





Existing Conditions: Ph 2









Existing Conditions: Ph 2





Project Costs

Estimated construction cost
$3,129,157.09

- Construction time: 7 Months
- Access to all properties will be maintained opened at all times



Procurement Summary

- Low Bid
  - Solicitation advertised on:
    - January 23, 2025, February 4, 2025, and February 11, 2025
    - 6 firms submitted bids, 6 local vendors
    - Lowest Bidder deemed nonresponsive, proceeded to Second lowest bidder
  - Recommendation
    - To award the construction contract to Martinez Bros. Contractors, LLC. in the amount of $3,129,157.09
    - Construction Schedule
    - Start: Q1 2026
    - End: Q1 2027

Thank you

File #: 25-905, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Parks and Recreation, Pablo Caballero, (915) 212-0092
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Halff Associates, Inc., an employee-owned Texas corporation, for the development of a ten-year Master Plan for the Parks and Recreation Department, for a total contract amount not to exceed $577,300 and a 12 to 14-month term. Further, 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.

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

DEPARTMENT: Parks and Recreation

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Pablo Caballero **PHONE NUMBER:** (915) 212-0092

2nd CONTACT PERSON NAME: Yvette Hernandez **PHONE NUMBER:** (915) 212-0065

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL:
Goal 4: Enhance El Paso's Quality of Life Through Recreational, Cultural, and Educational Environments

SUBGOAL:

SUBJECT:

That the City Manager be authorized an Agreement for Professional Services by and between the City of El Paso and Halff, an employee-owned Texas corporation, for the development of a ten-year Master Plan for the Parks and Recreation Department, for a total contract amount not to exceed $577,300 and a 12 to 14 month term. Further, that the City Manager be authorized to establish the funding sources and make any necessary budget transfers, and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

This contract is for the 2025 Parks and Recreation Master Plan which will be a 10-year plan that will provide strategic direction for land acquisition, capital improvements (including improvements to existing facilities), and the development of new programs and amenities for the City of El Paso Parks and Recreation Department from 2025-2035 in alignment with the City's Mission, Vision, and Values.

COMMUNITY AND STAKEHOLDER OUTREACH:

n/a

PRIOR COUNCIL ACTION:

Sep. 9, 2014 - Council approval and adoption of the 2012-2022 Parks and Recreation Master Plan.
May 7, 2024 - Council approval of a resolution adopting the following updates and amendments to the 2012-2022 Parks and Recreation Master Plan: add the City's Mission statement; extend the Plan for an additional twelve (12) months to allow time to adopt a new Master Plan.

AMOUNT AND SOURCE OF FUNDING:

$577,300 - 522150-451-4930-51240-ALLYEARS - PCP24PRKMSTRPLN

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

n/a

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, under the provisions of Chapter 213 of the Texas Local Government Code, the City of El Paso may prepare plans, policies or strategies as required; and

WHEREAS, City Council officially adopted the 2012-2024 Parks and Recreation Master Plan on September 16, 2014; and

WHEREAS, on May 7, 2024, City Council extended the Master Plan twelve (12) additional months in order to allow for additional time to adopt a new Plan; and

WHEREAS, City Council recognizes the need for a new Parks and Recreation Master Plan which will help promote the quality of life for the residents of the City of El Paso.

NOW THEREFORE BE IT RESOLOVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign an Agreement for Professional Services with **HALFF ASSOCIATES, INC.** for the project known as "**PARKS & RECREATION MASTER PLAN**" for the amount of Five Hundred Seventy-Seven Thousand Three Hundred and No/100 Dollars (**$577,300.00**); 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 ON THIS _____ DAY OF _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Pablo Caballero, Director
Parks and Recreation

HQ 5081 | Tran # 612918 | Parks & Recreation
Master Plan-Halff- Resolution
JAQ

AGREEMENT FOR PROFESSIONAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Services (the "Agreement") is entered into by the **City of El Paso** a **City Council** of the State of **Texas** ("Client"), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Halff") for the provision of professional engineering services by Halff to Client. Client and Halff may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, Client and Halff agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.

II. HALFF'S SERVICES. Halff shall provide to Client professional services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").

a. **Independent Contractor Status.** Halff shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.

b. **Standard of Care.** Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.

c. **Timeliness of Performance.** Halff shall perform the Scope of Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the project.

d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Halff's personnel, or any personnel, professionals and/or consultants retained by Halff, Client shall notify Halff in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Halff shall promptly propose substitutes to Client. Upon Client's mutual agreement, Halff's compensation shall be equitably adjusted to reflect any difference in Halff's costs occasioned by such substitution.

e. **Construction Estimates**. Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.

f. **Construction Observation**. Unless construction observation is specifically included in the Scope of Services, Client acknowledges and agrees that Halff's services do **not** include construction observation or review of any Third Party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.

g. **Additional Services and Change Orders.** Any service(s) not specifically listed in the Scope of Services will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Services to be performed under any Task Order (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Services. If revised Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement.

III. COMPENSATION AND PAYMENT TERMS.

a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.

b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.

c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.

d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.

e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Halff with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Halff's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Halff's services for Client; (iv) make prompt payments in response to Halff's statements; and (v) respond in a timely manner to requests from Halff. Halff is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION. Either Client or Halff may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Halff for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third party. Following Halff's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS.

a. **License to Client.** Upon Halff's completion of services and receipt of payment in full, Halff grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Halff's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Client, after written notice to Halff, may release such Deliverables when they are the subject of a public information request. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.

b. **Prohibition Against the Reuse of Deliverables**. Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Halff and any reuse by Client, or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").

c. **Liability for Reuse of Deliverables.** Under no circumstances shall delivery of the Deliverables by Halff to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Halff be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.

d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this Section VII. by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Halff:
Halff Associates, Inc.
Attn: Legal Department
1201 North Bowser Road
Richardson, TX 75081-2275
Telephone: 214-346-6200
With copies to legalhelp@halff.com

To Client:
City of El Paso
Attn: _____
_____
_____
Tele: _____
Email: _____

VIII. INSURANCE. Halff agrees to maintain during the life of this Agreement, and for a period of four (4) years following the termination or expiration thereafter, the minimum insurance set forth below. Halff shall submit to Client

a certificate of insurance prior to commencing performance of the Services.

a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than $2,000,000 per occurrence/aggregate.

b. Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.

c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than $1,000,000.

d. Professional liability insurance (Errors and Omissions) with a limit of $2,000,000 per claim/annual aggregate.

e. Excess or Umbrella insurance with a limit not less than $5,000,000 per occurrence/general aggregate.

IX. DISPUTE RESOLUTION.

a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.

b. **Negotiation**. In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

c. **Mediation**. Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

d. **Litigation**. If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.

e. **Governing Law and Jurisdiction**. This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in El Paso County, Texas.

X. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XI below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement.

No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XI. AGREED REMEDIES

a. **No Individual Liability**. In no event shall Halff's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.

FOR SERVICES PERFORMED IN THE STATE OF FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED HALFF'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR $50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.

d. **Time Limit To Make A Claim.** Client may not assert any claim against Halff after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XII. PROJECT ENHANCEMENT/BETTERMENT.

a. **Betterments.** If a component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Halff's Deliverables. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.

b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

XIV. WAIVER. Any failure by Halff to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Halff may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XV. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Agreement For Professional Services and the Scope of Services are fully incorporated herein and represent the entire understanding of Client and Halff and supersedes and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

XVII. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XVIII. SIGNATORIES. Client and Halff mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Halff, respectively, has full authority to execute this Agreement and bind the entity so represented.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

By: James Carrillo
Signature

James Carrillo
Printed Name

Vice President
Title

7-8-2025
Date

CLIENT: CITY OF EL PASO, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED AS TO FORM:

Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

Pablo Caballero, Director
Parks and Recreation

AGREEMENT FOR PROFESSIONAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

EXHIBIT A - SCOPE OF SERVICES

In accordance with Section II of the Agreement for Professional Services by and between **CITY OF EL PASO, Texas** ("Client") and **Halff Associates, Inc.** ("Halff") dated _____ (the "Agreement"), Halff shall provide the Scope of Services set forth below to Client in accordance with the Agreement. To the extent this Exhibit A conflicts with the Agreement, the Agreement shall control.

Project Name: City of El Paso/Parks Master Plan

AVQ: 059569.001

Description of Services:

Planning services to the City of El Paso Parks and Recreation Department (PARD) that results in a Parks and Recreation Master Plan .

Compensation/Fees/Costs/Reimbursement:

$577,300

Schedule:

12-14 months

Deliverables:

Parks and Recreation Master Plan

Service Contacts:

Halff Associates, Inc.
Contact Name: Ylda Capriccioso
Primary Office Address for Contact:100 NE Loop 410, Suite 701, San Antonio, TX 78216
Telephone: 830-455-6223
Email: ycapriccioso@halff.com

CITY OF EL PASO
Contact Name: Karla Chavez
Primary Office Address for Contact: 6900 Delta Drive El Paso, Tx 79905
Telephone: 915-212-1724
Email: ChavezKX1@elpasotexas.gov

SOLICITATION #2025-0264R
DEVELOPMENT OF THE PARKS AND RECREATION MASTER PLAN

CONSULTANT	ASAKURA	DESIGN WORKSHOP	HALFF	MEND COLLABORATIVE	MIG
Rater 1	53	66	76	60	67
Rater 2	69	76	90	80	90
Rater 3	80	85	80	85	77
Rater 4	59	61	67	66	68
Rater 5	50	56	76	50	72
Rater 6	54	48	82	52	64
Rater 7	86	84	88	88	90
Total Rater Scores	**202**	**227**	**246**	**225**	**234**
References	6.4	9.7	9.7	9.9	9.8
Overall Score:	**208.4**	**236.7**	**255.7**	**234.9**	**243.8**
	5	3	1	4	2

Rankings	Consultant
1	HALLF
2	MIG
3	DESIGN WORKSHOP

Rankings	Consultant
4	MEND COLLABORATIVE
5	ASAKURA

ATTACHMENT A

PLANNING SERVICES FOR PARKS AND RECREATION MASTER PLAN

PROJECT DESCRIPTION

Halff (referred to as "Halff" in this scope of services) shall provide planning services to the City of El Paso ("Client") Parks and Recreation Department (PARD) that results in a Parks and Recreation Master Plan (the "Plan"). The City of El Paso seeks to develop a Long-Range Plan for the El Paso Park system. The City's Master Plan for Parkland, Facilities and Programs is developed every 10 years and provides a roadmap to guide land acquisition, capital improvements (including improvements to existing facilities) and the development of new programs and amenities.

PLANNING PROCESS PARAMETERS

This Scope of Services (the "Scope of Services") is subject to the following parameters:

1. It is anticipated that the Plan will take approximately 12-14 months to complete – including submittal of a draft report to the Client. The subsequent timeframe for adoption of the final Plan will vary depending on the Client's scheduling preferences and may extend beyond the 12-month period.
2. The Project will begin from the notice to proceed by the City of El Paso. The Plan will follow a schedule prepared as part of the Plan work plan process outlined in this Scope of Services. Any adjustments made to the Plan schedule during the Plan term will be jointly agreed upon between the Client and Halff.
3. The scope described on the following pages is based on the items/tasks contained in RFQ #2025-026R that have been identified as priorities by PARD.
4. The study area will include all areas within the City of El Paso city limits. Other surrounding properties or facilities that may be utilized by the Client with the goal of achieving an orderly long-term growth and development may be considered as mutually agreed upon between the Client and Halff.
5. Draft and final Plan reports will be prepared in electronic (e.g., Adobe InDesign) format. Draft reports will be provided to the Client in PDF format suitable for distribution electronically and for posting to the Client website. Mapping files will be provided in ArcGIS format including shapefiles and layer packages for use by the Client. Final deliverables will be in both editable InDesign and PDF formats.
6. Tasks undertaken as part of this Project may occur concurrently where appropriate, or in some cases may vary from the sequence shown in the Scope of Services.
7. References to a "Trip" within this Exhibit refer to travel to the city by members of the Halff Team from outside of the greater El Paso region. If deemed necessary and upon agreement between the City and Halff "Trip" activities, meetings, and events may be conducted solely as "virtual" engagements using suitable video-conferencing technology.

8. Where possible, committee and planning meetings will be scheduled by Halff and/or Client on concurrent days and/or evenings for greater project efficiency.
9. Any additional meetings, events, or services beyond those shown in this Scope of Services can be provided and will be considered an additional service and are not included in this Scope of Services.
10. Revisions to the adopted master plan document(s) after submittal of the report to City Council may require additional services depending on their nature and the current budget status.
11. Halff anticipates that the GIS shapefiles and associated data represent an up-to-date depiction of the existing conditions. In the instance that the Client's data is out-of-date, inaccurate, or otherwise not usable for creating base maps, or to perform the identified analyses set out in this Scope of Services, Halff may request that the Client update the data so that it is accurate and usable, or may request an additional service to undertake the data creation/correction on behalf of the Client. Delays in receiving accurate data or creating new base map data (as may be needed to undertake the requisite tasks set out in this Scope of Services), may delay overall completion of the Project. Changes to Client data during the process will not be updated by Halff.
12. Halff will prepare a review of demographics, existing conditions, or other relevant environmental factors using the latest data provided by the Client or available publicly at the time of task compilation. Halff will request an Additional Service to update those analyses if existing conditions change during the Plan.
13. Input and feedback derived from the public engagement process will be documented and integrated into the relevant plan elements to directly inform recommendation and decisions. While formal meeting minutes will not be provided, key takeaways, community insights, and stakeholders perspectives will be recorded for preliminary review.
14. Halff's project involvement and facilitation as described in this Scope of Services (Attachment A) is contingent upon Client's execution of this Scope of Services and the attached Standard Terms and Conditions as well as any other exhibits/attachments that are made a part of this contract.

SCOPE OF SERVICES

4.2 PROJECT ORGANIZATION

Project organization activities will enable Halff and the Client to efficiently initiate the Project by providing that necessary project information is provided by the Client and that Client and Halff administrative structures are in place to begin subsequent research and public outreach activities. Halff will conduct ongoing administrative tasks throughout the planning period. These include communication with the Client, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, and other project administration tasks. The Halff Project Manager and the Client's Project Manager may hold check-in video calls (generally on a two to three-week basis) to coordinate, review action items, and update the Project schedule.

4.2.1 PROJECT WORK PLAN

Halff will prepare a Project Work Plan (PWP), in conjunction with the Client, which includes project team's organization, schedule of meetings, list of tasks, projected timeline for deliverables, and any other required actions or milestones for the completion of the Project.

4.2.2. PROJECT INITIATION & KICK-OFF MEETING

Halff will coordinate a virtual project kick-off conference call with the Client to discuss project logistics, establish key milestones, request information to be provided by Client, refine the planning process and calendar, coordinate field trips or site visits, overview the QA/QC process, establish project goals and schedule, discuss composition of stakeholder groups/advisory committee, and review the draft public engagement strategy.

4.2.3. USER GROUP IDENTIFICATION

Halff will work with the Client to identify and establish key user groups essential to the development of the Plan. This includes reviewing potential members of the Steering Committee and identifying key focus groups, and specialized interest groups that may require targeted outreach during the planning process. These groups will help ensure that diverse community perspectives, departmental priorities, and technical considerations are considered in the engagement and decision-making process.

4.2.4 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Halff will perform internal Quality Control and Quality Assurance (QA/QC) reviews of all deliverables prior to their submittal to the Client to provide confirmation of content, consistency, and alignment with project goals and requirements. This task is applicable throughout the entire planning process.

Meeting/Event Summary

- Project coordination meetings (bi-weekly, ongoing)
- Kick-off meeting (virtual)

Items Provided by Client

- List of User Groups and other key stakeholders, including the steering committee

Deliverables:

- Schedule of check-in meetings
- Project Work Plan (PWP)
- User group summary

4.3 DATA NEEDS REQUEST AND DATA EXCHANGE

4.3.1 REQUEST FOR INFORMATION AND DATA COLLECTION

From sources identified by the Client's response to the Request for Information (RFI) noted below, Halff will obtain key maps, GIS files, CAD data, 3D modeling data, and background data from the Client, including digital copies of existing plans, studies, and other ongoing projects and plans from Client that may impact this planning process. Halff will utilize publicly available data to the best of Halff's ability. Halff will prepare a Request for Information (RFI) for the Client to provide important background data, files, photos, plans, and other pertinent information to the Project. The RFI will also include information from Client staff documenting progress implementing prior plan actions, so as to understand previous plan implementation progress and which plan goals and objectives remain community priorities.

Items Provided by Client

- City data, plans, policies and procedures, maps, reports, capital expenditures, funding sources and revenues and other materials as described in the task descriptions and Exhibit C (Client Support).

Deliverables:

- Request for Information (RFI) form or shareable file source for usage through the planning process.

4.4 COMMUNITY ENGAGEMENT AND OUTREACH

Community outreach activities will occur throughout the Project term. Subtasks include those activities that will be administered on a recurring or ongoing basis. Where applicable, many of the subtasks listed herein are also cross-referenced in subsequent tasks to illustrate their relationship to other project activities.

The Client shall identify meeting locations for meetings listed below and serve as the primary point of communication with stakeholders and the community. The Client shall be responsible for the distribution of meeting notices to the community and other relevant parties, as well as for providing Spanish language assistance as needed.

Halff, or its subconsultants, shall be responsible for developing graphics, general text, and content for meeting and invitation materials.

A high-level summary of the community engagement efforts will be provided at the biweekly meetings. This summary will include general findings from surveys, interviews, focus groups, and public meetings, as well as overarching themes and insights. A complete and detailed analysis of community input will be included in the final Demand Assessment (4.5.3.3.).

4.4.1 PUBLIC ENGAGEMENT PLAN (PEP)

Halff, and its subconsultants, will work with the Client to develop and finalize an overall Public Engagement Plan document. This finalized plan will serve as a roadmap for all community engagement activities and will be provided as a written and visually formatted deliverable. The document will expand upon this Scope of Services by outlining:

- Key engagement milestones,
- Specific outreach techniques to be employed
- Roles and responsibilities of all parties involved,
- An anticipated schedule of outreach activities, and
- A strategy for engaging diverse communities specifically addressing language barriers and limited access to technology.

4.4.1.1 Online Digital Engagement Survey

Halff will develop an online digital public engagement survey tool to help garner an understanding of community preferences for parks and recreation facilities, trails, programs, and open space. This product will be provided in English and Spanish. The Client will review the survey with input to Halff and provide Spanish translation, if needed. The Client is responsible for promoting, advertising and generating interest/distribution of this online survey.

4.4.1.2 Steering Committee Meetings

Halff will utilize a broadly representative Steering Committee to provide key input, strategic direction and general oversight of the development of the plan. The Steering Committee should be comprised of approximately 15 members as identified by Client, and may include, Neighborhood Associations, Advisory Boards, and other specialized technical groups. The Steering Committee will be convened for four (4) total in-person meetings in conjunction with project benchmarks and milestones. The Steering Committee will also be invited to attend the focus groups and community-wide meetings to serve as ambassadors for the planning process and the draft plan. All communication to and from the committee will be facilitated by the Client. The meetings will occur as follows (although the Client and Halff may agree to scheduling and agenda changes as the project progresses):

- **Meeting #1: Your Parks, Your Vision.** Introduce project, discuss current system strengths & weaknesses, conduct a visioning session.
- **Meeting #2: Park Needs, Public Input, & Prioritization.** Review inventory findings and draft guiding principles. Present key public engagement themes aligned to access, equity, and demand findings to guide prioritization of needs and opportunities.

- **Meeting #3: Park System and Program Recommendations**. Discuss facility, program, and operational recommendations; ensure alignment with needs.
- **Meeting #4: Final Plan Overview.** Present refined draft plan, discuss implementation strategies and funding opportunities before council adoption.

4.4.1.3 Public Meetings

Halff, and its subconsultants, will assist in preparing five (5) public meetings in each of two rounds of open house-style engagement efforts, with each round taking place at five (5) separate locations, resulting in a total of 10 public meetings throughout the duration of the project. Halff team members, in person, will facilitate three (3) meetings in the first round and two (2) meetings in the second round. The other meetings will be facilitated by PARD staff. The exact dates and format will be determined in the Public Engagement Plan (PEP). Halff will prepare the necessary materials and activities and facilitate the meetings. The Client will assist with securing meeting locations, advertising and promoting the meetings, and staffing the open houses. The Client will be responsible for advertising the meeting(s) through its various channels, such as social media, City website, and other media outreach tools.

The location of the meetings will be determined by using existing city facilities within one of each of the five (5) park planning districts, i.e., Northwest, Northeast, Central, East and Mission Valley. The Client will be responsible for securing the location for each of the meetings, assisting with meeting set-up, and any other technical needs for the meeting. The Client will identify City staff Spanish speakers to assist at each meeting location.

- **Community Meeting Round 1: El Paso Parks and Community Visioning**
  A "Your Parks, Your Vision" open house meeting will engage the community in the planning process by providing an overview of the parks and recreation master plan, including its goals, timeline, and the importance of community input. Attendees will review existing park conditions and share feedback on key challenges and opportunities. The meeting may feature interactive activities such as topical stations, live polling, and mapping exercises to gather ideas on park improvements and new locations. Finally, next steps for continued engagement and input will be outlined.
- **Community Meeting Round 2: Parks and Recreation Action Plan**
  The second round of open house meetings will focus on presenting and refining the Plan recommendations based on community feedback gathered in the first round. Participants will have the opportunity to review preliminary recommendations, which may include proposed park improvements, facility enhancements, programming expansions, and policy strategies. The meeting may feature interactive stations where attendees can provide input on priority projects, funding strategies, and implementation timelines. Live polling, comment boards, and facilitated discussions will help refine the recommendations to ensure they align with community needs. Additionally, the

meeting will outline next steps for finalizing the Plan, including how the public can continue to stay involved and provide input as the plan moves toward adoption.

4.4.1.4. Focus Groups

Halff, and its subconsultants, will facilitate five (5) in-person focus group sessions (1.5 hours each) with key stakeholders identified by the Client. Each group should be comprised of eight to 10 people and are intended to identify important issues as it relates to the parks master plan. This will be based on the list of user groups identified in 4.2.3 and Halff will provide a stakeholder invite letter template for use by the Client. The Client will be responsible for communication to the stakeholders and for location meetings, and any other technical needs for the meeting. The client will work with Halff to identify city staff Spanish speakers for each meeting, if needed.

4.4.1.5. Public Facing Tool

Halff will develop content for Client's public facing tool such as a website, dashboard, or other interactive platform that promotes transparency and encourages engagement throughout the planning process. Halff will prepare the online content to be submitted to the Client for review and incorporation within the Client's website or other online format. Halff team members will coordinate with Client staff to confirm that the Client's website (hosted by the Client) includes all necessary links to allow for subsequent posting of project materials and access to online public engagement opportunities (if applicable).

4.4.1.6. Elected Officials Interviews

Halff will conduct four (4) in-person, 45-minute interviews with the Mayor and all City Council members scheduled by the Client. These meetings are intended to occur early in the process. These interviews are viewed as an opportunity to identify specific concerns individual members of the City Council have about the overall parks system and programs before additional stakeholder engagement occurs. These sessions will be held within a single calendar day to maximize efficiency.

4.4.1.7. Community Events and Engagement Booths

Halff's subconsultants will prepare materials for any Client festivals or events in order to obtain additional feedback from residents. The Client and the subconsultant, in coordination with Halff, will identify the festivals or events and secure the booth space.

Meeting/Event Summary

- 4 Steering Committee Meetings
- 10 public meetings – one (1) meeting per park planning district, during each round of public meetings; Halff will facilitate three meetings in round 1 and 2 meetings in round 2
- Five (5) focus groups meetings based on interest group
- Four (4) interviews with up to 3 elected officials per meeting.

Items Provided by Client

- Feedback and approval of the Public Engagement Plan (PEP), including communication methods and identification of specialized groups for tailored outreach.
- Feedback and approval on online survey questions, Spanish language translation.
- Distribution of meetings, surveys and events or meetings related to the parks master plan, as identified in the PEP.
- Meeting logistics, including location, notification, and material distribution.
- Printing of meeting materials including invitations, flyers, signs, sign-in sheets, agendas, handouts, and presentation materials.
- Spanish language support, including translation of meeting materials and one (1) Spanish-speaking staff member per meeting, as determined by the Client.
- Website links and content for distribution, including Spanish language translation.
- List of events for engagement booth participation, the Client will provide event registration, location, table setup, staffing and other relevant information.

Deliverables:

- Public Engagement Plan
- One (1) online community survey
- The community survey will be delivered in online and PDF formats for Client distribution.
- Meeting materials including invitations, flyers, signs, sign-in sheets, agendas, handouts, boards and presentation materials will be created.
- Summary of engagement efforts will be delivered in PDF and editable formats for staff distribution and reference.

4.5 LONG RANGE PLAN ELEMENTS

A key foundation of the long-range planning process is the collection and analysis of baseline data that highlights existing conditions and key influencing factors. Halff will work closely with Client to document and assess current conditions, identifying trends and issues that will shape the development of the Plan. These tasks will be coordinated with initial community engagement activities to align data-driven insights with community-identified needs.

4.5.1. INTRODUCTION

Halff will gather information to highlight the broader impact of parks on health, economy, mobility, and climate resilience, incorporating related initiatives such as Envision El Paso. The plan will include a historical overview of El Paso's park system, using information and imagery provided by PARD. Additionally, it will summarize national and local trends, challenges, and opportunities in parks and recreation to help shape responsive and forward-looking recommendations.

4.5.1.1. El Paso's Parks and Recreation Story

The Parks and Recreation Master Plan will include a vision and framework to align with El Paso's Mission, Vision, and Strategic Plan, outline the 10-year planning framework, and provide compliance with state and national park standards. It will highlight the impact of parks on health, economy, climate, and mobility, and integrating initiatives like Envision El Paso.

4.5.1.2 History and Overview of El Paso's Park System

A historical overview with maps and key park acquisitions, utilizing information provided by PARD, will illustrate the growth and distribution of park and trail assets across the city's eight council districts and the five (5) planning districts.

4.5.1.3 Trends and Programming

Halff will prepare a high-level summary of national and local trends, opportunities and challenges in the field of parks and recreation to help inform the planning process and recommendations.

4.5.2 STATE OF THE PARKS AND RECREATION SYSTEM

Halff will review and analyze previous studies/plans and other documentation identified by the Client that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.

4.5.2.1 Park Typology and Benchmarking

Building on the 2014 Parks Master Plan, Halff will review definitions of existing parks, trails, open space, and recreational facilities. Using a list of similar communities provided by the Client, Halff will develop a benchmarking matrix to compare standards and identify best practices. This effort will inform the Standards-based Assessment (4.5.3.3.1).

- *4.5.2.1.1. Inventory of Past Policies and Goals Development*
  Halff will review past plans, policies, and goals to identify both completed actions and those still outstanding. This summary of accomplishments will be included in the final plan and will help inform and guide future recommendations.

4.5.2.2 Inventory and Conditions Assessment

This task includes the development of inventory tools to document park types, amenities, and open space acreages. It involves a high-level conditions assessment of parks, trails, and facilities, as well as mapping trail connectivity and identifying open space opportunities. Findings will be summarized through report cards and planning area profiles, providing a foundation for future improvements and guiding funding strategy development.

- *4.5.2.2.1. Inventory Tool Development*
  Halff will prepare a template format for the Client so the Client can generate a presumed inventory of existing park and trail facilities and recreational facilities on a park-by-park basis. This inventory is based solely on existing Client data and does not include a field inventory or a record of all accessory features at each property (e.g.,

trash cans, park benches, picnic tables, etc.). Halff will establish/verify trail typologies based on purpose, user groups, location, and context.

- *4.5.2.2.2. Park Types*
  Using the information from the inventory and benchmarking, Halff will identify and classify park and facility type and purpose, location, and acreage.
- *4.5.2.2.3. Amenities*
  Using the information from the inventory and benchmarking, Halff will identify amenities to be used for benchmarking including but not limited to, sports fields, sports courts, dog parks, splash pads, playground equipment, lighting, permanent and portable restrooms.
- *4.5.2.2.4. General Conditions Assessment*
  Halff will prepare an assessment of existing park conditions for publicly accessible parks, public grounds, open spaces, and facilities maintained by the Client. The park conditions assessment relies on a visual survey to evaluate the general condition of park structures, facilities, amenities, surfacing and grounds. Conditions assessments consider apparent signs of facility deterioration, and perceptions of potential functional obsolescence. Numerical rankings are applied to each facility and composite scores are applied to each park property to determine where facility replacement, rehabilitation, or reconstruction is most warranted. This assessment will result in a park report card per park and facility.

  Halff will assess up to 100 parks and up to 15 facilities. Halff and the Client will determine the specific parks and facilities to be assessed during the project kick-off meeting or subsequent meetings.

  - Halff will visit each park individually. These site visits be scheduled over the span of several weeks to allow for assessment and coordination.
  - Halff will conduct on-site field visits to the indoor facilities over the course of several weeks to assess the general condition of the facilities.

  This assessment will integrate the inventory data collected in 4.5.2.2.1 - 4.5.2.2.3 and will focus on high-level condition evaluation, based on criteria developed by Halff. Halff will:

  - Update park and facility inventory, including existing parks, trails, community centers, natatoriums, recreation centers, civic spaces, and open spaces with field information collected during this process.
  - Assess general conditions of parks and trails, including amenities such as sports fields, courts, dog parks, splashpads, playgrounds, lighting, restrooms, and site furnishings.
  - Evaluate trail conditions, trailhead features, connectivity, and the usability of open space areas.

- Conduct a high-level walkthrough review of existing recreation facilities to identify conditions, major deficiencies, and general maintenance needs.
- Capture photos and qualitative field notes for key sites.
- Using a model that is reviewed by the Client, develop a digital report card for assets, ranking their condition and identifying necessary maintenance, replacement, or rehabilitation needs.

(Note: The park conditions assessment does not include structural, mechanical, electrical, HVAC or plumbing inspections of park department administrative buildings, community centers, recreation centers, aquatics facilities, or similar. Additionally, the assessment does not include evaluations of irrigation, lighting systems or electrical infrastructure.)

- *4.5.2.2.5. Trails, Trailheads, and Trail Connectivity*

  Halff will document the existing trail network using available GIS data and planning documents to provide connection to active transportation plans. A conceptual map exhibit will illustrate existing trails, trailheads, connectivity gaps, and broad opportunity areas for potential expansion. This task will help serve as a foundation to help guide future trail planning (as an additional service) and support long-term coordination with private development and capital improvement planning.

- *4.5.2.2.6. Open Space Areas and Acreages*

  Halff will document existing and potential open space areas using available inventory data, community input and projected growth. The review will identify typologies that serve ecological, recreational, and project growth. A conceptual map will illustrate the distribution of open space and will help inform long-term planning for open space networks that serve both environmental and recreational goals.

- *4.5.2.2.7 Report Cards*

  Halff will prepare a tabular summary of parks and facilities assessed. From the base park and open space inventory provided by the Client, Halff will work with the Client to verify recreational facility inventories within each applicable property. Facility inventories will be prepared in table format and feed into an ArcGIS Dashboard, allowing visualization and reporting.

- *4.5.2.2.8 Planning Area Profiles*

  Halff will prepare a planning areas profile document based on the five (5) planning districts that summarizes data for existing and planned parks, acreage, access, amenities and facilities.

- *4.5.2.2.9 Funding Strategies*

  Halff will review existing funding strategies related to operation and maintenance of the City of El Paso parks and recreation system and provide an overview of existing funding streams.

4.5.3 NEEDS ASSESSMENT AND ANALYSIS

This task evaluates community needs through a demographic snapshot, gap analysis, and both standards- and resource-based assessments. It incorporates community input through a demand-based assessment and culminates in a recommendation framework to guide future investments and improvements.

4.5.3.1 Demographic Snapshot

Halff will compile and review demographic and socio-economic data to identify general areas of greatest need, vulnerable populations, and growth patterns across the city. This citywide analysis, organized by the five Planning Areas, will be presented through text, tables, and charts using the most recent and available data from sources such as the U.S. Census Bureau, American Community Survey 5-Year Estimates, MPO, county, and City of El Paso official data. Key demographic factors will include:

- **Population Characteristics**: Gender, age groups, race, ethnicity, household income, and household composition (e.g., presence of children, seniors, single parents).
- **Vulnerable Populations**: Low-income children and seniors, children receiving public assistance as available (e.g., free lunch program), and households with immigrant parents or recent movers (as available).
- **Socio-Economic Conditions**: Parental employment, education levels, and transportation access (vehicle ownership or primary mode of transport).
- **Growth & Safety Trends**: Citywide patterns of aging and youth populations, crime and crash data as provided by the Client and the City police department for reviewing park safety.
- **Health & Service Gaps**: Epidemiological data on obesity, diabetes, heart disease or other relevant health data to inform programming and facility investments.

4.5.3.2. Gap Analysis

Using the Planning Area Profiles, Report Cards, and completed studies, Halff will develop summaries and illustrations showing general areas of the city that are underserved by park and recreation facilities. GIS-based analysis shall be incorporated to visually show park system gaps. Gap mapping shall be conducted by a standards-based approach and a resource-based approach.

- *4.5.3.2.1. Standards-Based Assessment.*
  Halff will assess the current and future Level of Service (LOS) for the park system, utilizing the parkland inventory established earlier in the planning process to calculate a per capita figure for parkland acreage. This will determine whether the city meets LOS standards today and in the future. A broad proximity analysis will also be conducted to assess walkability and identify gaps in park service areas. Based on this inventory, Halff will prepare Park Service Standards using NRPA's National LOS benchmarks, or other City-developed standards, evaluating areas such as:

- **Park Acreage & Distribution:** Assess how well park acreage is distributed across the city. Conduct a gap analysis considering age and demographics to determine if park locations and sizes meet population density needs.
- **Amenity Availability**: Evaluate whether park amenities meet national standards (e.g., flat fields per 1,000 residents). Analyze demographic data to assess whether facilities should be added, repurposed, or removed.
- **Trails & Open Space**: Identify land needed to connect open space, trails, and park facilities. Determine trail construction and amenity needs to improve the city's system.

- *4.5.3.2.2. Resource-based Assessment.*

  Using the park facility inventory and data collected from the RFI regarding funding/revenue sources, Halff will update as appropriate and incorporate into the comprehensive parks master plan. Evaluate potential locations for key and facilities development opportunities such as trail corridors, lands for future parks, and connections to trails. The assessment will:
  - Evaluate gaps in recreation programs and identify opportunities for facility improvements.
  - Assess potential locations for new parks to expand the system where deemed necessary.
  - Determine general geographic areas for potential new recreational facilities to meet community needs.
  - Determine where park buildings and centers should be expanded or maintained to close program gaps.
  - Analyze general indoor recreation needs and other facility retrofits based on community feedback.
  - Consider health, safety, and security of facilities in expansion and renovation recommendations.
  - Align recommendations with equity considerations by evaluating park and facility locations to provide balanced access across the city.
  - Assess the feasibility of PARD maintenance buildings and yards based on their current locations and park system growth.
  - As identified by PARD, the need for new maintenance facilities and recommend general improvements to existing maintenance district boundaries.
  - Develop a matrix to prioritize facility expansion, improvements, decommissioning of underutilized facilities, and overall asset need strategies.

4.5.3.3. Demand-Based Assessment

Halff will provide a summary report of the community engagement efforts. This report will include synthesized findings from all engagement activities listed below. It will also highlight key themes, participant input, and any relevant demographic or participation data, providing a

comprehensive understanding of community needs, priorities, and perspectives to inform project direction.

- Survey results
- Interview and focus group
- Public meetings summary

4.5.3.4. Recommendation Framework

Halff will first work with the Client to establish a set of Guiding Principles that reflect the community's values and themes for parks and recreation. These principles will draw from public engagement findings. The guiding principles will serve as the foundation for evaluating future investments and shaping priorities.

Using the guiding principles, Halff will then develop a Recommendation Framework, including a scoring system to evaluate plan recommendations and/or projects, that includes at a minimum, the following criteria:

- Standards and Resource-based gaps
- Community priorities
- Previous Plan recommendations
- Equity, inclusion, accessibility
- Connectivity
- Park themes and growth corridors envisioned by the adopted and ongoing Comprehensive Plan update.

Halff will utilize data from public engagement efforts, including survey, focus groups, interviews and community meetings, participation trends, and usage data, to evaluate sports, parks, aquatics, and recreation program and facility needs to identify gaps and align offerings with resident demands. Halff will compile the results of the community outreach activities into a technical memorandum (i.e. community outreach summary) for review by Client.

4.5.5. MASTER PLAN RECOMMENDATIONS AND IMPLEMENTATION GUIDE

4.5.5.1. Potential Capital Projects.

Halff will develop a potential list of projects to be completed by the Client within a short-, mid-, and long-term horizon. The list will be in ordered by park planning areas and will consider the following:

- **Existing Facility:** Facilities recommended to be expanded or undergo major improvements to address programing service gaps.
- **Underutilized and/or Cost Prohibitive Facilities:** Facilities that may be considered for repurposing or decommissioning due to low usage or high operational/maintenance costs.

- **Park System Enhancements:** Improvements across regional, community, neighborhood, and pocket park projects, including strategies to encourage all-abilities play into existing parks.
- **Undeveloped Parks:** Sites identified for future development based on projected population growth, identified service gaps, and community input.
- **Land Acquisition Needs:** Broad priority areas for potential land acquisition to accommodate growth, support the objectives of Envision El Paso, and address park access deficiencies.

4.5.5.2. – 4.5.5.3 Implementation Strategy and Work Plan

Halff will develop an Implementation Work Plan to serve as a guide for phased growth and strategic investment in parks, facilities, and programs. This task will include both a capital plan and a framework for monitoring progress over time. The Implementation Work Plan will provide:

- **Estimated Schedule for Implementation**: A phased timeline outlining a short-term implementation plan (2–4 +/- years) and a long-range implementation plan (10 years), identifying priorities and sequencing of projects.
- **Annual Funding Overview**: A summary of anticipated annual funding needs across land acquisition, facility improvements, and program development.
- **Potential Funding Sources**: A list of potential funding mechanisms to support both capital improvements and ongoing maintenance, including grants, partnerships, bonds, and alternative funding opportunities.

Meeting Summary

- Field visit coordination meeting
- Park site visits, multi-day
- Indoor facility visits, multi-day

Items Provided by Client

Mission, Vision, and Strategic Plan documents, list of highly urbanized peer communities for benchmarking, past studies, plans, and adopted standards, record of past planning goals, initiatives, and implementation progress, existing park policies for land acquisition, presumed inventory data, park and facility asset data compatible with ArcGIS/Excel, existing funding strategies for parks and recreation

Deliverables:

A written narrative and multimedia storyboard for El Paso's Parks and Recreation Story; history and growth overview with maps; review and update of park typologies and standards; benchmarking matrix; summary of past planning goals and status; template for park/facility report cards and planning area profiles; GIS-based inventory and dashboard; general condition assessments with report cards and photos (for reviewed park and facilities); planning level statements of probably costs; planning area profiles; summary of national/local trends and

presentation; review of existing and potential funding strategies; demographic snapshot by planning area; Level of Service and using NRPA benchmarks. *Many of these elements will first be delivered in a memo format and subsequently incorporated into the final master plan document.*

5.0 FINAL REPORT AND SUPPORTING DOCUMENTATION

Halff will transform community input and analysis into actionable recommendations that guide the future of the parks and recreation system. It includes defining the vision and goals, developing plan themes, mapping park system, and establishing design standards. Additionally, implementation strategies and cost estimates will ensure the plan is practical, achievable, and ready for stakeholder review.

5.1.1 PLANNING PROCESS, METHODOLOGY AND RECOMMENDATIONS

Halff will develop a draft master plan that clearly outlines the planning process, participants, methodology, and recommendations. The draft will be shared with the Client in sections or by chapter for review prior to releasing a public version. The consultant will provide up to two rounds of revisions before finalizing the report. Additional revisions may be provided upon request and may require a scope adjustment.

5.1.2 FINAL PLAN FOR THE WEBSITE

Key recommendations and maps from the final plan will be provided to the Client in a format for incorporation on to the Client's website.

5.1.3 EXECUTIVE SUMMARY

Halff will develop a visually engaging executive summary that can be understood both as part of the full master plan and as a standalone document. The summary will be formatted for both print and digital distribution.

5.1.4 APPENDIX

As a part of the final master plan, Halff will provide technical documentation as an appendix. It is intended for limited production and distribution. This appendix may include technical data and memoranda, and outreach summaries compiled throughout the planning process. The document will be formatted for both print and electronic distribution.

Meeting Summary

- NA

Items Provided by Client

- Review and feedback of draft report.
- Approval of report for distribution

Deliverables:

- Draft report for review

- Final report for distribution by the Client.

6.0 PLAN ADOPTION

6.1 PLAN ADOPTION SUPPORT

Halff will support Client throughout the formal adoption process for the final plan. This includes preparing presentation materials and assisting with coordination for each step of the process. Specifically, the Consultant will develop clear, visually engaging PowerPoint presentations tailored to the needs and priorities of each group involved in the review and adoption process. Halff and/or Team representatives will attend up to three (3) presentations in person when these are scheduled efficiently to minimize travel costs. Presentations will be prepared for the following meetings:

- The City's Executive and Leadership Team (SBR Meeting, Halff in attendance)
- Parks and Recreation Advisory Board and Open Space Advisory Board
- City Plan Commission
- City Council (Halff present in attendance)

**Plan adoption will occur outside of the 12-month planning period and is dependent on meeting schedules of voting bodies*.

6.2 TPWD COMPLIANCE SUBMITTAL

Halff will submit the adopted plan to Texas Parks and Wildlife Department for their review and feedback. Halff will facilitate questions about the Project with the goal of achieving a successful transmittal and acceptance for future TPWD grant funding.

6.4 PROJECT CLOSE-OUT AND TRANSMITTAL

Halff will provide electronic versions of all original files prepared by Halff related to preparation of the plan, including photo inventory, presentations, GIS shapefiles, and other graphic and document original files.

Meeting Summary

- Executive and Leadership Team
- City Council adoption meeting (in-person)

Items Provided by Client

- Meetings date, time and location
- Presentation review and feedback

Deliverables:

- Presentation for meetings
- Confirmation that the plan has been submitted to TPWD.

7.0 PROJECT TIMELINE

7.1 PROJECT MONTH SCHEDULE (Updated Schedule Pending)

Halff anticipates the project to span a 12-14 month period, broken into four (4) phases, however some tasks overlap phases and Plan Adoption will occur outside of the proposed planning period and are dependent on meeting schedules of voting bodies. A preliminary schedule is provided in **Attachment D**. Once the plan has been adopted, Halff will submit the plan on behalf of the Client to Texas Parks and Wildlife Department. This occurs outside the proposed planning period.

ATTACHMENT B
BASIS OF COMPENSATION

BASIC SERVICES – FEE SUMMARY.

Planning services as described in Exhibit A will be provided by Halff on a lump sum basis, with an authorized lump sum contract fee of **$577,300** for the El Paso Parks and Recreation Master Plan. The lump sum fee includes compensation for document research, site visits, copying, printing, mileage and associated expenses necessary for the planning effort. Fees for services will be invoiced monthly, based on the percentage of work completed.

Item No. RFQ #2025-0264R	Task Description (Complete descriptions in Attachment A)	Firm*	Price/Hour	Hours	Fee
4.2 - 4.3	**Project Organization & Data Needs**	Halff	See Rate Sheet	124	**$19,200**
4.4	**Community Engagement & Outreach** (Public Engagement Plan, Online Digital Engagement Survey, Steering Committee Meetings, Public Meetings, Focus Groups Meetings, Public Facing Tool, Elected Officials Interviews, and Community Events/Engagement Booth)	Halff	See Rate Sheet	706	**$119,600**
4.5	**Long Range Plan Elements** (Introduction LRP Update & Trends, State of the Parks and Recreation System, Inventory and Conditions Assessment, Needs Assessment and Analysis, and Master Plan Recommendations and Implementation)	Halff	See Rate Sheet	2385	**$392,900**
5.0	**Final Report & Supporting Documentation**	Halff	See Rate Sheet	162	**$26,100**
6.0	**Plan Adoption** (see descriptions in Attachment A)	Halff	See Rate Sheet	127	**$19,500**
	Planning Services (includes research, materials and supplies) TOTAL				**$577,300**

**Subconsultant firms will be assisting with various tasks throughout the planning process.*

ADDITIONAL SERVICES AND MEETINGS

During the course or at the conclusion of the Project, the Client may deem it necessary to schedule more meetings, request further research, or otherwise engage Halff in additional work efforts (i.e., analysis, deliverables, meetings) or subsequent phases not anticipated at project initiation or as set out in Attachment A, Scope of Services. Any such additional services shall be specifically authorized by the City Council, as appropriate, and documented through a written amendment to the Professional Services Agreement and Attachment A, Scope of Services, or set out as follow up additional phase services. This will include a corresponding modification to

the maximum not-to-exceed amount set out in Attachment B, Basis of Compensation, and, if necessary, the time of performance as set out in Attachment D, Project Schedule. Additional printing or publication expenses will be charged in accordance with Attachment B, *Basis of Compensation*. Expenses incurred by the consultant team, such as mileage, materials, food, etc., are integrated into the Base Plan cost in the Scope of Services.

We offer flexible, as-needed services to support the planning process and community engagement efforts. These services will be billed on a lump sum or hourly basis, allowing for customization and scalability based on the City's evolving needs. Below are examples of potential additional services that can be added to the project:

- **Additional Facility or Conditions Assessments.** Conducting additional assessments of existing facilities or site conditions, beyond those identified in Attachment A and if desired or needed, to support further planning.
- **Public Meeting Facilitation.** Facilitation of up to five additional public meetings, ensuring inclusive participation and engaging community members, elected officials, and local partners.
- **Events/Engagement Booths.** Staffing for community-wide events with interactive booths that allow residents to learn about the project, provide feedback, and stay informed in an accessible, casual environment.
- **Public-Facing and Online Tools.** Development of a dedicated project website and real-time engagement dashboard to keep the public informed with project updates, documents, and engagement opportunities.
- **Trails Update.** This service provides a strategic update to the existing trails system, answering critical questions about where new trails are needed and how they can be developed. The update will include prioritization of segments, cost estimates, recommended trailhead locations, and identification of trails for future implementation.
- **Open Space Update.** Focused on guiding the future of open space preservation and expansion, this update answers key questions of location and implementation. It includes a vision for open space, policy recommendations, and a prioritization strategy. Opportunities for future parkland acquisition and preservation will also be identified to align with community growth and environmental goals. This service can be added at a highly cost effective rate if additional funding resources are identified.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/13/2025

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

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

PRODUCER	CONTACT NAME: Rebecca Egan
Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : The Continental Insurance Company	35289
INSURER C : New Hampshire Insurance Company	23841
INSURER D : Allied World Surplus Lines Insurance Co	24319
INSURER E :	
INSURER F :	

INSURED HALFF
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

COVERAGES **CERTIFICATE NUMBER:** 205320725 **REVISION NUMBER:** 24-25

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA5717893	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7034027549	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014195843	8/1/2024	8/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Prof Liability incl. Pollution			03113813	8/1/2024	8/1/2025	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AVO: 059569.001 | City of El Paso/Parks Master Plan.
Waiver of Subrogation is applicable where required by written contract & allowed by law.
City of El Paso is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.
Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

City of El Paso
218 N. Campbell St
El Paso TX 79901

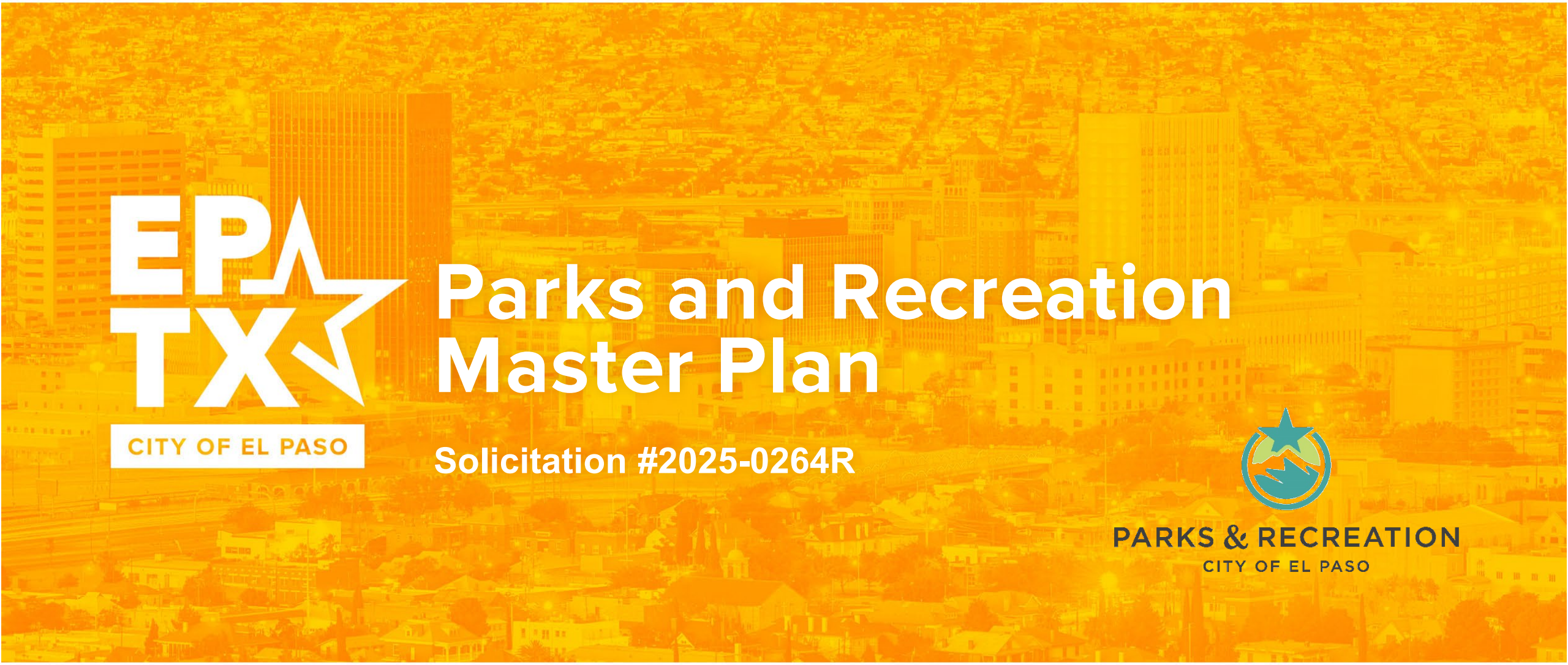
CANCELLATION

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



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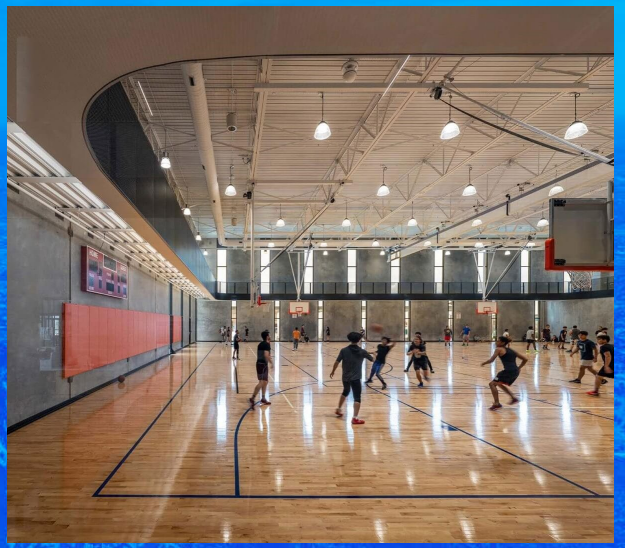

EP
TX
CITY OF EL PASO
Parks and Recreation
Master Plan
Solicitation #2025-0264R
PARKS & RECREATION
CITY OF EL PASO

Strategic Plan

RECREATIONAL, CULTURAL + EDUCATIONAL OPPORTUNITIES

GOAL 4: Enhance El Paso's Quality of Life through Recreational, Cultural & Educational Environments





Request for Statement of Qualifications

- January 17, 2025 – RFQ Issued
- February 14, 2025 – 5 Proposals Received
- February 28, 2025 – Evaluations Due
- March 3, 2025 – Notification of Rankings
- April 10, 2025 – Cost Proposal Received
- May 7, 2025 – Final Cost Proposal
- August 5, 2025 – City Council Contract Award



Selected Consultant

halff

- Halff is an employee-owned Texas corporation
- One of the nation's leading planning firms
- Have completed PARD master plans for more than 100 communities
- Halff developed the 2014 COEP Parks and Recreation Master Plan



Scope of Work

1. **Project Initiation & Organization**
   - Work plan, Kick-off meeting, Quality assurance and control, Bi-weekly meetings
2. **Request for Information & Data collection**
   - GIS maps, background data, photos, planning documents, studies
3. **Community Engagement & Outreach**
   - Elected official interviews, Focus groups, Community events, Steering committee meetings, Public meetings



Scope of Work

4. Long Range Plan Elements

- Needs assessment & Analysis, State of the PARD system, Inventory & Conditions Assessment, Master plan recommendations, Draft plan development

5. Final Report

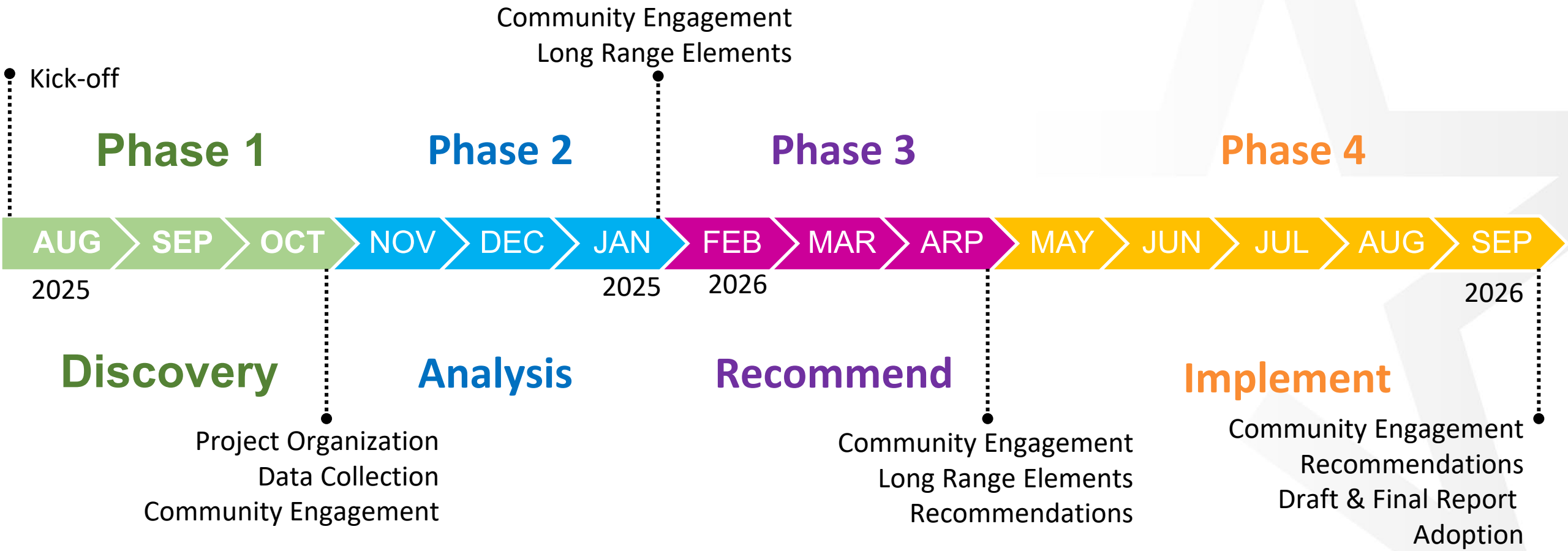
- Planning process, Methodology & recommendations, Final plan for the City's website, Executive summary, Appendix

6. Plan Adoption Support

- Presentation & materials, TPWD compliance submittal, Project close-out

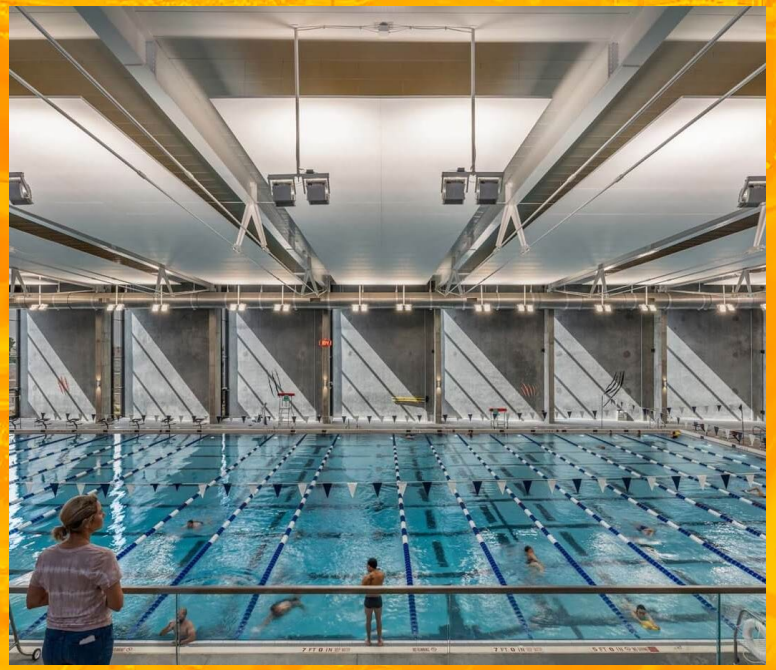


Project Timeline



Cost of Work

1.	Project Organization & Data Needs	$ 19,200
2.	Community Engagement & Outreach	$119,600
3.	Long Range Plan Elements	$392,900
4.	Final Report	$ 26,100
5.	Plan Adoption	$ 19,500
	Total	$577,300



Staff Recommendation

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Halff for the project known as the Parks and Recreation Master Plan



MISSION

Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, Respect, Excellence, Accountability, People

MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

File #: 25-922, **Version:** 3

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Municipal Courts, Annabelle Casas, (915) 212-0215

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution that the City Council reappoints Jorge Rivas and Cori Harbour-Valdez as Part-Time Associate Municipal Court Judges to serve a four-year term from August 9, 2025 through August 9, 2029. They preside over arraignments and serve as magistrates on graveyard shifts.

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

DEPARTMENT: El Paso Municipal Court

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Annabelle Casas

PHONE NUMBER: (915) 212-0215

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:
2- Set the Standard for a Safe and Secure City

SUBGOAL:

SUBJECT:

Discussion and action on the re-appointment of Judge Harbor-Valdez and Judge Rivas to fill Part Time Associate Judge vacancy. This position serves as substitute for the elected Municipal Court trial judges at trial and other court hearings; They preside over arraignments and serve as magistrates on graveyard shifts.

BACKGROUND / DISCUSSION:

Council will discuss the re-appointment of Judge Cori Harbour-Valdez and Judge Jorge Rivas to serve as Substitute Associate Judges in accordance with City Code Chapter 2.44 to a four-year term starting August 9th, 2025, through August 9th, 2029. It is the City Council who appoints and re-appoints Associate Municipal Court Judges in accordance with City Code Chapter 2.44. These positions serve as substitutes for the elected Municipal Court trial judges at trial and other court hearings such as arraignment and magistrates on graveyard shifts. Judge Cori Harbour-Valdez was last appointed on August 17, 2021, and Judge Jorge Rivas was last appointed on August 9, 2021.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Yes, it is City Council who appoints and re-appoints Associate Municipal Court Judges in accordance with City Code Chapter 2.44. The Judges were last appointed on August 9th, 2021 and August 17th, 2021.

AMOUNT AND SOURCE OF FUNDING:

General Fund. dept # 111 Fund 1000 Division 11060 Account 50100

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Annabelle Cesar

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, Section 2.44.030C of the El Paso City Code permits City Council to appoint one or more part time associate municipal judges to a four-year term; and

WHEREAS, it has been determined that such an appointment is needed in order to provide additional support to the elected Municipal Court Judges; and

WHEREAS, it is has been determined that the reappointment of sitting associate judges is in the best interest of the Court;

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

That the City Council reappoints Jorge Rivas and Cori Harbour-Valdez as Part-Time Associate Municipal Court Judges to serve a four-year term from August 9, 2025 through August 9, 2029.

APPROVED this _____day of August, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura S. Prine, City Clerk

APPROVED AS TO FORM:

Robert Aguinaga Jr
_____
Robert Aguinaga
Assistant City Attorney

APPROVED AS TO CONTENT:

Annabelle Casas
_____
Annabelle Casas
Municipal Court Director

HQ25-5365|Tran#615344|Muni|RA
Resolution Part Time Judges

File #: 25-923, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution authorizing the City Manager or designee to sign all documents related to the FY 2024 Staffing for Adequate Fire and Emergency Response Grant, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of $2,545,200.13 with a cash match of $1,710,929.32 for a total grant amount of $4,256,129.45. The grant period is estimated to be from September 2025 through August 2028. Recipients are required to contribute twenty-five percent (25%) of the actual costs incurred in each of the first and second years of the grant; and sixty-five (65%) percent of the actual costs incurred in the third year of the grant.

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

DEPARTMENT: Fire Department

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE: 8/5/25

CONTACT PERSON NAME: Jonathan Killings **PHONE NUMBER:** 915-212-5665

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 2: Set the Standard for a Safe and Secure City

SUBGOAL:

2.1: Maintain standing as one of the nations top safest cities

SUBJECT:

A Resolution authorizing the City Manager or designee to sign all documents related to the FY 2024 Staffing for Adequate Fire and Emergency Response Grant, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of $2,545,200.13 with a cash match of $1,710,929.32 for a total grant amount of $4,256,129.45. The grant period is estimated to be from September 2025 through August 2028. Recipients are required to contribute twenty-five percent (25%) of the actual costs incurred in each of the first and second years of the grant; and sixty-five (65%) percent of the actual costs incurred in the third year of the grant.

BACKGROUND / DISCUSSION:

The SAFER (Staffing for Adequate Fire and Emergency Response) program intends to improve or restore local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies. With the restored or enhanced staffing, grantees should see a reduction in response times and an increase in the number of trained personnel assembled at the incident scene. Grant funds are available in two activities: Hiring Firefighters and Recruitment and Retention of Volunteer Firefighters.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Jonathan P Killings Digitally signed by Jonathan P Killings Date: 2025.07.12 19:14:16 -06'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, the Department of Homeland Security ("DHS") – Federal Emergency Management Agency ("FEMA") is currently accepting applications for the FY 2024 Staffing for Adequate Fire and Emergency Response Grant; and

WHEREAS, the City of El Paso, Texas ("City") through its Office of Emergency Management, wishes to submit a grant application for the FY 2024 Staffing for Adequate Fire and Emergency Response Grant in the amount of $2,545,200.13 with a required local cash match of $1,710,929.32 for a period of three (3) years; and

WHEREAS, if awarded, the funds received under the Grant would be utilized to add 21 new entry-level firefighter positions; and

WHEREAS, adding new entry level firefighter positions will increase the resources available to the El Paso community and enhance the City's ability to respond to and mitigate incidents involving fire, medical emergencies, rescues, protect critical infrastructure, and other accidents and incidents.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, is authorized to sign all documents related to the FY 2024 Staffing for Adequate Fire and Emergency Response Grant, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of $2,545,200.13 with a cash match of $1,710,929.32 for a total grant amount of $4,256,129.45 for an estimated period of September 2025 through August 2028. Recipients are required to contribute twenty-five percent (25%) of the actual costs incurred in each of the first and second years of the grant; and sixty-five (65%) percent of the actual costs incurred in the third year of the grant.

(Signatures on following page)

APPROVED THIS _____ DAY OF _____, 2025.

CITY OF EL PASO, TEXAS

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AD TO FORM:

_____
Karla Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Jonathan P. Killings, Fire Chief
El Paso Fire Department

Declined ☐ Denied ☐ Awarded ☐ PSGrant#_____

GRANT INFORMATION FORM (GIF)

Complete either side A or if awarded, complete side B in this same form

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards, and/or grant contract amendments. After completing either side, please forward to the GAD Office at Grants-1@elpasotexas.gov. Once a grant has been awarded and a contract/agreement needs to be processed, please complete SIDE B and forward to GAD, we will submit for Legal Review and further processing. Please use the same GIF to complete Part A & Part B so it is all kept on the same sheet.

Department City of El Paso Fire Department DUNS-058873019/UEI-KLZGKXNFVTL4

A. GRANT APPLICATION

A1. Department Programmatic Contact Person
Name: Kevin D. Dieter
Title: Emergency Management Coordinator
Phone No.: (915) 838-3271
Email: DieterKD@elpasotexas.gov

A2. Grant Data
Funding Agency: Department of Homeland Security / FEMA
Grant Name: FY24 Staffing for Adequate Fire & Emergency Response Gra
CFDA/ALN: 97.083 N/A ☐
Application Due Date: July 3, 2025 5pm EST / 3pm MST
Requires Signature or Review from:
Mayor ☒ City Manager ☑ Legal Review ☑

A3. Financial Data

Amount of Grant Funding Request:	$	2,545,200.13
Amount of Matching Funds Requested:	$	1,710,929.32
Amount of In-Kind Funds and/or Additional City Contributions:	$	0.00
Total Amount Requested:	$	4,256,129.45

A4. Grant Classification
☑ Competitive (award based on competition)
☐ Entitlement (a set of funds determined under a formula)
☐ Continuation (ongoing funding)

A5. City Match Certification
Has City Match been certified by the Department Director?
Yes ☐ No ☐ N/A ☐ pending DH Certification

Does this grant allow for operating/administrative costs?
Yes ☐ No ☑ % ☐ Amount $ 0.00
How is the match amount determined?
☐ Fixed Amount: $_____
☐ Percentage of Project Cost: _____ %
☑ Other (Please explain): Please see Comments for Cash Match details.

For this fiscal year, how much of the local cash amount is already in the department's budget: $ 0.00 LGW 06/18/2025
Not budgeted: $ 1,710,929.32
Proposed source of match: Future fiscal year budget requests.

B. CONTRACT/AGREEMENT/AMENDMENTS

B1. Department Financial Grant Contact Person
Name:
Title:
Phone No.:
Email:

B2. Grant Data
Funding Agency:
Grant Name:
Program Name:
Agency Contract No.:
Grant Type: Please Select
Pass through Agency:
Grant Start & End Date: Month Day Year - Month Day Year
New, Continuation, or Amendment: Please Select

B3. Financial Data

Post-Award Amount: (As indicated in the grant contract/ agreement)	$	
Actual Amount of Cash Match:	$	
Actual Amount of In-Kind:	$	
Total Award for Project/Program:	$	0.00

B4.
☐ CM Signature required
☐ Mayor Signature required
☐ City Council approval required

B5.
Grant Accounting String: _____
City Match Accounting String: _____

Comments:
For Hiring Activity grants, recipients are required to contribute 25 percent of the actual costs incurred in each of the first and second years of the grant; and 65 percent of the actual costs incurred in the third year of the grant.

Cash Match Requirements Per Year:
1st Year - 25% - $267,187.22
2nd Year - 25% - $392,534.54
3rd Year - 65% - 1,051,207.56

Brief Description of Grant:
The City of El Paso Fire Department seeks federal funding in the amount of $4,256,129.45 through the FY24 SAFER Grant to add 21 new entry-level firefighter positions to address the Department's current inability to meet NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.

REQUIRED SIGNATURES

1. _____ Department Director Signature Date
Jonathan P. Killings 6/18/2025
Printed Name of Department Director
2. Elda R. Hefner 06/24/2024
Grants Administration Division Date
3. Karla Saenz 06/25/2025
Legal Review Date

1. _____ Department Director Signature Date
Printed Name of Department Director
2. _____ Grants Administration Division Date
3. _____ Legal Review Date

REV Sept 2021 Questions? Call the Grants Administration Division at (915) 212-1795

Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

Status: Pending submission

Application ID: EMW-2024-FF-00258

OMB number: 1660-0135, Expiration date: 01/31/2021 View burden statement

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.
All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

CITY OF EL PASO

Information current from SAM.gov as of:	**05/04/2025**
UEI-EFT:	**KLZGKXNFVTL4**
DUNS (includes DUNS+4):	**058873019**
Employer Identification Number (EIN):	**746000749**
Organization legal name:	**CITY OF EL PASO**
Organization (doing business as) name:	
Mailing address:	**300 N CAMPBELL EL PASO, TX 79901-1402**
Physical address:	**300 N CAMPBELL ST EL PASO, TX 79901-1402**
Is your organization delinquent on any federal debt?	**N**
SAM.gov registration status:	**Active as of 08/12/2024**

☑ **We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date**

Applicant information

Please provide the following additional information about the department or organization applying for this grant.

Applicant Name (i.e., fire department or organization name)

CITY OF EL PASO

Main address of location impacted by this grant

Main address 1

300 N. Campbell

Main address 2 *Optional*

City

El Paso

State/territory

Texas

Zip code

79901

Zip extension

1402

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?

El Paso

Applicant characteristics

The SAFER (Staffing for Adequate Fire and Emergency Response) program intends to improve or restore local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies. With the restored or enhanced staffing, grantees should see a reduction in response times and an increase in the number of trained personnel assembled at the incident scene. Grant funds are available in two activities: Hiring Firefighters and Recruitment and Retention of Volunteer Firefighters. Please review the Notice of Funding Opportunity for information on available program areas and for more information on the evaluation process and conditions of award.
Please provide the following additional information about the applicant.

Applicant type

Fire Department/Fire District

What kind of organization do you represent?

All Paid/Career

Which activity are you applying for?

Hiring of Firefighters

Operating budget

What was your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) related to fire-related programs and emergency response for the current (at time of application) fiscal year, as well as the previous three fiscal years?

Current Fiscal Year (i.e., 2021)

2025

Fiscal Year	Operating budget
2025	$144,605,983.00
2024	$136,586,883.00
2023	$129,496,335.00
2022	$125,787,974.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?

Operating budget personnel costs

96 %

Does your department have any rainy day reserves, emergency funds, or capital outlay?

- ○ Yes
- ◯ No

What is the total amount currently set aside?

$5,200,000.00

Describe the planned purpose of this fund.

The funds above have been reallocated for capital outlay; for acquisition of captial assets such as emergency vehicles.

What percentage of the declared operating budget is derived from the following	2025
Taxes	86.18 %
Bond issues	0.00 %
EMS billing	10.76 %
Grants	2.06 %
Donations	0.00 %
Fund drives	0.00 %
Fee for service	1.00 %
Other	0.00 %
Total	100 %

Describe your financial need to include descriptions of the following:

- **Income vs. expense breakdown of the current annual budget**
- **Budget shortfalls and the inability to address financial needs without federal assistance**
- **Actions taken to obtain funding elsewhere (i.e. state assistance programs or other grant programs)**
- **How your critical functions are affected without this funding**

The City of El Paso is currently faced with increasing healthcare costs, pension obligations, and a failing infrastructure. As a result, the El Paso Fire Department (EPFD) is feeling the effects of an increasing pressure from unfunded mandates, capital needs, and budgetary constraints. With a $7.9 million estimated annual replacement cost for an aging fleet, self-contained breathing apparatus, radio communications systems, and other major equipment, a financial distress has been placed on the operating budget of the EPFD for repairs and replacements.

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

- ○ Yes
- ◯ No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

- ○ Yes
- ◯ No

Please provide an explanation for other funding sources in the space provided below.

2022-FF-00485, FY23 Regional Catastrophic Preparedness Grant Program #EMW-2023-CA-00008. As a subrecipient, we also receive federal funding through State of Texas Office of the Governor: FY23 SHSP Special Response Grant #2951009, FY24 SHSP LEPTA Grant #4999701, FY25 Border Zone Grant #5185401.

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2024	2023	2022
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	3	2	6

Injuries and fatalities	2024	2023	2022
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	33	20	40
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	58	105	84
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many frontline vehicles does your organization have in each of the types or classes of vehicle listed below that respond to first alarm assignments in support of NFPA 1710/1720? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

Filled riding positions
The number of filled riding positions must be equal or less than the number of frontline apparatus multiplied by the number of available riding positions.

Type or class of vehicles	Number of frontline apparatus	Number of available riding positions	Number of filled riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface	31	15	184
Ambulances for transport and/or emergency response	29	17	92
Tankers or tenders (water capacity of 1,000 gallons or more)	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint	15	8	32
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine	3	4	12
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit	2	4	8
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle	19	2	38

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume?

- ○ Yes
- ◯ No

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

The City of El Paso's regional isolation and proximity to the border present unique threats and vulnerabilities, unlike any other U.S. city. Situated along the Rio Grande River in far west Texas, across from Ciudad Juárez, Mexico, the international boundary does not insulate El Paso from cross border threats such as hazmat release, drug violence, terrorism and mass migration to name a few. Traditional hazard and risk mitigation strategies are hindered in this unique and complex environment. The two cities, along with Las Cruces, NM, form a combined international metropolitan area of over 2.4 million people. Residing at

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served

County

What type of community does your organization serve?

Urban

What is the square mileage of your first due response zone/jurisdiction served?

260

What percentage of your primary response area is protected by hydrants?

100

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	39
Commercial and industrial purposes	24
Residential purposes	37
Total	100 %

What is the permanent resident population of your first due response zone/jurisdiction served?

683080

Do you have a seasonal increase in population?

- ◯ Yes
- ◯ No

Please describe your organization and/or community that you serve.

The El Paso Fire Department (EPFD) is an Insurance Services Office Class 1 rated department with international accreditation from the Commission on Fire Accreditation International since 2012. The EPFD currently has 1 Fire Chief, 4 Assistant Chiefs, 933 career firefighters, and 302 non-uniformed employees. The EPFD is responsible for responding to and mitigating incidents involving fire, aircraft accidents, medical emergencies, hazardous materials, building collapse or explosions, trench rescue, confined space rescue, water rescue, and search and rescue. Services are provided through 36 fire stations, 1 aircraft

Call volume

Please provide the total number of incidents that your department responded to for each year of the previous three year period (Jan - Dec). Include only those alarms which your department was a primary responder and not second due or giving Mutual Aid.

Note: Each incident must be counted only once regardless of the number of units or agencies that responded to that incident (e.g. a vehicle fire with entrapment and injuries may be counted as a vehicle fire or a rescue call or an EMS call, but not all three).

Summary

Summary of responses per year by category. Enter whole numbers only. If you have no calls for any of the categories, enter 0.

Summary of responses per year per category	2024	2023	2022
NFIRS Series 100: Fire	1872	1687	1672

Summary of responses per year per category	2024	2023	2022
NFIRS Series 200: Overpressure Rupture, Explosion, Overheat (No Fire)	19	12	26
NFIRS Series 300: Rescue & Emergency Medical Service Incident	79937	65214	61514
NFIRS Series 400: Hazardous Condition (No Fire)	1970	1721	1490
NFIRS Series 500: Service Call	17727	16373	15266
NFIRS Series 600: Good Intent Call	15698	12878	125530
NFIRS Series 700: False Alarm & False Call	3593	3039	3150
NFIRS Series 800: Severe Weather & Natural Disaster	15	16	10
NFIRS Series 900: Special Incident Type	44	172	30
Total	120875	101112	208688

Fire

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2024	2023	2022
Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-123)?	499	408	454
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)?	337	258	245
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)?	217	277	289
Total	1053	943	988

What is the total acreage of all vegetation fires? Enter whole numbers only. If you have no vegetation fires, enter 0.

Total acreage per year	2024	2023	2022
What is the total acreage of all vegetation fires?	41	77	600

Rescue and emergency medical service incidents

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2024	2023	2022
Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)?	9208	8216	7784

How many responses per year per category?	2024	2023	2022
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)?	15	19	19
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)?	274	154	144
How many EMS-BLS Response Calls?	7172	6877	6141
How many EMS-ALS Response Calls?	57193	54886	50726
How many EMS-BLS Scheduled Transports?	0	0	0
How many EMS-ALS Scheduled Transports?	0	0	0
How many Community Paramedic Response Calls?	5965	0	0
Total	79827	70152	64814

Mutual and automatic aid

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2024	2023	2022
How many times did your organization receive Mutual Aid?	3	0	0
How many times did your organization receive Automatic Aid?	3	0	0
How many times did your organization provide Mutual Aid?	3	13	6
How many times did your organization provide Automatic Aid?	1	0	0
Of the Mutual and Automatic Aid responses, how many were structure fires?	2	0	0
Total	12	13	6

Grant request details

Instructions
Add the positions you are requesting by using the Add position to Hiring of Firefighters button below. You can have multiple line items for this position type, and this should be used when the salary and benefits are different for each position/activity being requested.

Help Guides
FEMA has developed a Narrative Development Toolkit and Self Evaluation Sheets available on FEMA website: Staffing For Adequate Fire And Emergency Response (SAFER) Documents. The documents are designed to assist applicants with narrative preparation and provide specific criteria used by a panel of peer reviewers when evaluating each application. FEMA encourages applicants to use these documents to prepare their applications.

Grand total: $4,256,129.43

Program area: Hiring of firefighters

Activity: Hiring of Firefighters $4,256,129.43

✖ Delete this activity

Hiring of Firefighters activity questions

Staffing levels

SAFER intends to restore or improve local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies. With the enhanced staffing, a SAFER grant recipient's response time will be reduced sufficiently and an appropriate number of trained personnel will be assembled at the incident scene.

The following questions are designed to help us understand the staffing changes that have occurred in your department over the past several years and how the grant will assist in restoring or improving your staffing levels. The information provided must be a true and accurate depiction of your department on the timelines listed below.

For more information regarding these standards please see the Notice of Funding Opportunity or go to www.nfpa.org/freeaccess

NFPA standard	Department characteristics	Demographic	Assembly staffing	Response time	Frequency of time
1710	Career	With aerial	17	8 min	90%
1710	Career	Without aerial	16	8 min	90%
1720 - Urban	Urban combo/volunteer	> 1,000 pop/square mile	15	9 min	90%
1720 - Suburban	Suburban combo/volunteer	500 - 1,000 pop/square mile	10	10 min	80%
1720 - Rural	Rural combo/volunteer	< 500 pop/square mile	6	14 min	80%
1720 - Remote	Remote combo/volunteer	Travel > 8 mi	4	N/A	90%

Select the item that best describes the NFPA standard your department is attempting to meet:

1710 - with aerial

What is the department's current (at the start of the application period) budgeted operational staffing level? Include all budgeted positions, even if they are not currently filled.

Current budgeted operational staffing level

938

How many budgeted, but vacant operational positions does your department have at the start of the application period?

66

Please enter information about your organization's staffing levels in the table below .

Staffing levels	Total number of operational career personnel	Number of operational career officers	Number of NFPA support
Staffing levels at the start of the application period	938	248	309
Staffing levels at one year prior to the start of the application period	945	250	314
Staffing levels at two years prior to the start of the application period	928	239	224
If awarded this grant, what will the staffing levels be in your department?	959	248	309

Please provide details on the department's existing staffing model to include the number of shifts, number of positions per shift, chief level officer staffing per shift (i.e., Battalion Chief, District Chief, etc.), and contracted shift hours per week/pay period. If the contracted shift hours included FLSA overtime or Kelly Days, please be sure to include details.

40 hour personnel are paid normal 40 hours per work week and operations personnel are paid for 56 hours per work week. Each pay period consists of 112 hours regardless of shifts scheduled to work in operations. The City will pay for all hours actually worked in excess of 204 hours in a 27-day work cycle for fire suppression personnel. These personnel will be compensated at the rate of time and one-half (1½) the employee's regular, straight-time hourly rate

Does your department utilize part-time or reserve paid firefighters?

- ◯ Yes
- ◯ No

Hiring of firefighters

Please provide the following additional information regarding your fire department.

Based on current staffing levels:

If your department utilizes overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards, you should remove the number of positions filled by overtime from your calculations.

How often does your department meet the NFPA assembly requirements as indicated in the table above for the department's first due response zone/jurisdiction served?

- ◯ Never (0%)
- ◯ Rarely (1 to 19%)
- ◯ Sometimes (20 to 39%)
- ◯ Half of the time (40 to 59%
- ◯ Often (60 to 79%)
- ◯ Most of the time (80 to 99%)
- ◯ Always (100%)

What is the average actual staffing level on your first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the Department call volume section of your application?

3

Do you provide NFPA 1582 annual medical/physical exams?

- ◯ Yes
- ◯ No
- ◯ No, but we provide other types of physicals

If awarded the number of positions requested in this application:

How often do you anticipate that your department will meet the NFPA assembly requirements as indicated in the table above?

- ◯ Never (0%)
- ◯ Rarely (1 to 19%)
- ◯ Sometimes (20 to 39%)
- ◯ Half of the time (40 to 59%
- ◯ Often (60 to 79%)
- ◯ Most of the time (80 to 99%)
- ◯ Always (100%)

What will be the average actual staffing level on your first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the Department call volume section of your application?

3

Will you provide the new hires with NFPA 1582 entry-level physicals?

- ◯ Yes
- ◯ No
- ◯ No, but we will provide other types of physicals

Will the personnel hired meet the minimum EMS training and certification as required by your Authority Having Jurisdiction (AHJ)?

- ◯ Yes
- ◯ No
- ◯ N/A - do not provide EMS

Is it your department's intent to sustain the awarded positions after the completion of the period of performance?

- ◯ Yes
- ◯ No

Please provide a brief description on how the positions will be sustained.

Once the performance period for the SAFER grant has concluded, the El Paso Fire Department plans to absorb the salaries and benefits of the 21 entry-level firefighters within the operating budget.

Describe the department's step-by-step hiring process (application period, written test, physical, approval) and the timeline for each step.

Written Examination: Applicants meeting the minimum qualifications are invited to test. The written examination measures teamwork, public relations skills, mechanical aptitude and reading ability. It is a multiple-choice, video-based test specifically designed for firefighters. Those individuals with a grade of 70% or better on the written examination are eligible to move on to a Physical Agility Test. This is a pass/fail examination. All tasks must be successfully completed

How many recruits can be trained in one academy class?

60

How long after award will the department be able to start a recruit class?

Traditionally, two recruitment classes are conducted every fiscal year with this current class ending in July 2025. If awards begin on August 18, 2025 and continue thereafter until all awards are made - but no later than September 30, 2025, we can start our second recruit class in September 2025.

How often are your recruit classes held?

Usually recruit classes are held depending on need and budget availability. Two recruitment classes are conducted every fiscal year. A typical training academy is approximately 60 recruits per class. During the Pandemic COVID mitigation efforts, the class was reduced to 35 but the El Paso Fire Department has since reinstated the 60 trainees per recruit class.

Does the department need governing body approval to accept and implement the award?

- ◯ Yes
- ◯ No

Provide details on the timeline needed to accept the grant award.

The El Paso City Council meets on a biweekly basis. Agenda items are submitted to the City Clerk's Office one week prior to the meeting and it can take an additional week to process all signatures to obtain a fully executed resolution; encompassing a three-week period.

Is your request for hiring firefighters based on a risk analysis, staffing needs analysis, or an Insurance Services Office (ISO) rating?

- ○ Yes
- ◯ No

Describe how the analysis was conducted and the outcome of the analysis or ISO rating.

Our staffing is based on the number of resources we need to put into service to maintain coverage for the City of El Paso, critical tasking for each size of incident and the demand of those incidents. It is also based on the backfill required to maintain adequate staffing of all apparatus to include specialty units, Advanced Life Support and Basic Life Support units and structural fire apparatus on a daily basis.

Does your department currently have a policy in place to recruit and hire veterans?

- ○ Yes
- ◯ No

Please provide a brief description of the policy in place.

Firefighter Trainees and Certified Firefighters Trainees that are veterans are placed on the eligible list as follows: Add five (5) points to the candidate passing score who served in the military for a period of 180 days and presents a DD 214 indicating an honorable discharge as per Civil Service Rules and Regulations of the City of El Paso. Additional five (5) points are given if the veteran indicates a 30 present disability and presents a letter from the Veteran's Administration

Narrative statements

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will perform the second phase of the applications' evaluations by using the narrative statements below to determine the worthiness of the request for an award.

Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. Provide only the information being requested for each element; if you provided information pertaining to the narrative elements elsewhere in the application you must still include it below. Failure to provide the information being requested may result in a lower score or the application not being funded.

Project descriptions

Why does the department need the positions requested in this application?

initial full alarm assignment of 480 seconds (8 minutes) or less travel time for deployment difficult. EPFD Standard Operating Procedures have also incorporated the two-in, two-out rule from OSHA 1910.134 Respiratory Protection and NFPA 1407 Standard for Training Fire Service Rapid Intervention Crews. A deployment model of 2 firefighters per front-line ambulance is also used to supplement working towards NFPA 1710 and meeting the requirements of both OSHA 1910.134 and NFPA 1407.

How will the positions requested in this application be used within the department? (e.g., 4th on engine, open a new station, eliminate browned out stations, reduce overtime)?

The El Paso Fire Department (EPFD) will increase staffing to meet its goal of compliance with NFPA 1710, NFPA 1407, OSHA 1910.134, and Texas Government Code 419.046 by hiring more personnel to support opening a new fire station. This new fire station will be located using predictive software where the current capability gaps exist. Plans for this new fire station are underway on El Paso's Far East side. An analysis of the two main zip codes in Far East El Paso – 79936

What specific services will the requested positions provide to the fire department and community?

positions will decrease the physiological stress on firefighters as they attempt to perform beyond their capabilities or overcompensate for understaffing.

Other services of the proposed increase in staff include lower fire damage dollar loss, prevention and reduction in fire fatalities, fewer injuries for civilians and firefighters, reduction in medical claims, and lower civil liability for the City as

Describe how funds awarded through this grant would enhance the department's ability to protect critical infrastructure within the primary response area.

The El Paso Fire Department (EPFD) is the primary city agency responsible for responding to and mitigating incidents involving fire, aircraft accidents, medical emergencies, hazardous materials incidents, building explosions, search and rescue events, and water rescues in the border region and providing protection for critical infrastructure. Adding a new fire station and increasing the staffing to 9549670, career firefighters will make more resources available and

Impact on daily operations

Explain how the community and the current firefighters employed by the department are at risk without the positions requested in this application.

El Paso Fire Department (EPFD) members responded to a total of 120,875 incidents in 2024. This is a 19.5% increase over the previous year, increasing the risk of potential injuries and exposures that can be experienced by firefighters. Not only does this increase impact the EPFD, but as the City of El Paso continues to grow, the need from the community has increased as well. Being awarded the SAFER grant, the EPFD can fill primary first due gaps to

How will that risk be reduced if awarded?

injuries and long-term psychological effects such as post-traumatic stress disorder. With adequate resources to include staffing, the EPFD can design deployment models based on risk and assessment needs of the community to ensure resources are located where capability gaps are identified. The City-County of El Paso's Hazard Mitigation Plan approved in 2022 by the Texas Division of Emergency Management and FEMA, is used to improve upon the identification of hazards related to the region and the threats that may be encountered in day to day operations

Cost benefit

Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

and staff to manage more units, operational efficiency will be noted as more paramedics will be available to help curb the increase in call volume and meet the community's needs. This is especially important as the EPFD prepares to open its newest fire station, Fire Station #38, in one of El Paso's fastest growing communities – Far East El Paso. The 21 SAFER positions requested through this grant, will be assigned to this Far East El Paso area.

Additional information

If you have any additional information you would like to include about the department and/or this application in general, please provide below. *Optional*

model with 3 firefighters per front-line fire suppression unit and augmented the minimum 4 firefighter staffing model by using firefighter-staffed ambulances with 2 firefighters. The City of El Paso like many other cities throughout the nation has seen budget shortfalls that have impacted numerous services. As the City continues to recognize limitations on revenue and income, attempts are being made to diversify the revenue base. The department continues to recognize and assess staffing needs and needs of the community to accomplish the El Paso Fire Department's strategic plan to

+ Add a position

Position

▸	**Position: New, Additional Firefighter(s)**	**$4,256,129.43**

Grant request summary

Is your proposed project limited to one or more of the following activities : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

- ◯ Yes
- ◯ No

Please download the EHP Screening form available at https://www.fema.gov/media-library/assets/documents/90195. Once you have been awarded the grant and have accepted the award, please complete and send your screening form and attachments to GPDEHPinfo@fema.dhs.gov.

EHP screening form attachment (optional)

Upload from your computer

Filename	Date uploaded	File size	Description	Action

Maximum File Size:
25 MB

Accepted File Types:
.pdf, .doc, .docx, .xls, .xlsx, .jpg

Budget summary

Budget summary

Object class categories	Year 1	Year 2	Year 3	Total
Personnel	$1,079,203.65	$1,079,203.65	$1,079,203.65	$3,237,610.95
Fringe benefits	$339,506.16	$339,506.16	$339,506.16	$1,018,518.48
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total direct charges	$1,418,709.81	$1,418,709.81	$1,418,709.81	$4,256,129.43
Indirect charges	$0.00	$0.00	$0.00	$0.00
TOTAL	$1,418,709.81	$1,418,709.81	$1,418,709.81	$4,256,129.43
Non-federal resources				
Applicant				$1,631,516.30
State				$0
Local				$0
Other sources				$0
Remarks				Cash Match - 1st Year 25% - $354,677.45, 2nd Year 25% - $354,667.45, 3rd Year 65% - $922,161.37
Total Federal and Non-federal resources				
Federal resources	$1,064,032.35	$1,064,032.35	$496,548.43	$2,624,613.13
Non-federal resources	$354,677.46	$354,677.46	$922,161.38	$1,631,516.30
TOTAL	$1,418,709.81	$1,418,709.81	$1,418,709.81	$4,256,129.43
Program income				$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

- ◯ Yes
- ◯ No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

MR Kevin D Dieter Emergency Management Coord DieterKD@elpasotexas.gov	**Primary phone** 9158383271 Work **Fax**	**Additional phones** 9159796801 Mobile	Edit

Assurances and certifications

SF-LLL: Disclosure of Lobbying Activities

OMB number: 4040-0013, Expiration date: 02/28/2025 View burden statement

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than $100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. Â§ 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

☑ The applicant is not currently required to submit the SF-LLL

Review application

Submit for signature

Please select any of the following links to view or edit a particular section of your application. You may submit your application for signature once your application is complete and without any errors.

This application is ready to submit for signature
Submit this application for final signature to complete the application submission process.

SAM.gov profile	View/edit
Applicant information	View/edit
Applicant characteristics	View/edit
Operating budget	View/edit
Community description	View/edit
Applicant and community trends	View/edit
Call volume	View/edit
Grant request details	View/edit
Grant request summary	View/edit
Budget summary	View/edit
Assurances and certifications	View/edit

✓	Contact information	View/edit

File #: 25-906, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 5
Parks and Recreation, Pablo Caballero, (915) 212-0092

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution that the El Paso City Council authorizes the acceptance of an award from the Texas Parks and Wildlife Local Park Grant Program for funds in the amount of $1,500,000.00, including a $1,500,000.00 match required from the City, for a total of $3,000,000.00 to develop Phase II of the 92.4-acre El Paso Eastside Regional Park, which will include sports courts, native landscaping, and irrigation infrastructure.

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

DEPARTMENT: Parks and Recreation

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Pablo Caballero **PHONE NUMBER:** (915) 212-0092

2nd CONTACT PERSON NAME: **PHONE NUMBER:**

DISTRICT(S) AFFECTED: 5

SUL:

STRATEGIC GOAL:

Goal 4: Enhance El Paso's Quality of Life Through Recreational, Cultural, and Educational Environments

SUBJECT:

Discussion and action that the City of El Paso City Council authorizes the acceptance of an award from the Texas Parks and Wildlife Local Park Grant Program for funds in the amount of $1,500,000.00, including a $1,500,000.00 match required from the City for a total of $ 3,000,000.00 to develop Phase II of the 92.4-acre El Paso Eastside Regional Park, which will include sports courts, native landscaping, and irrigation infrastructure.

BACKGROUND / DISCUSSION:

The Texas Parks and Wildlife Department Local Park Grant Program serves to assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

Project Scope of Work: Supplemental funding for Phase II of the 92.4-acre Eastside Regional Park, which will include sports courts, native landscaping, and irrigation infrastructure.

COMMUNITY AND STAKEHOLDER OUTREACH:

n/a

PRIOR COUNCIL ACTION:

n/a

AMOUNT AND SOURCE OF FUNDING:

City match via CID in the amount of $1,500,000.
Accounting String: 4741-190-38290-PCP13PRKA06

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

n/a

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

THAT the City of El Paso City Council authorizes the acceptance of an award from the Texas Parks and Wildlife Local Park Grant Program for funds in the amount of $1,500,000.00 including a $1,500,000.00 match required from the City for a total of $ 3,000,000.00 to develop Phase II of the 92.4-acre El Paso Eastside Regional Park which will include sports courts, native landscaping, and irrigation infrastructure; and

THAT the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application; and

THAT the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from the Application, after consultation with the City Attorney's Office;

THAT the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the Application, including, but not limited to, revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant;

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

(*Signatures Continued on Following Page*)

APPROVED AS TO FORM:

Jesus Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

Pablo Caballero, Director
Parks and Recreation

Declined ☐ Denied ☐ Awarded ☐ PSGrant#_____

GRANT INFORMATION FORM (GIF)

Complete either side A or if awarded, complete side B in this same form

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards, and/or grant contract amendments. After completing either side, please forward to the GAD Office at Grants-I@elpasotexas.gov. Once a grant has been awarded and a contract/agreement needs to be processed, please complete SIDE B and forward to GAD, we will submit for Legal Review and further processing. Please use the same GIF to complete Part A & Part B so it is all kept on the same sheet.

Department Parks and Recreation

DUNS-058873019/UEI-KLZGKXNFVTL4

A. GRANT APPLICATION

A1. Department Programmatic Contact Person
Name: Pablo Caballero
Title: Director, Parks and Recreation
Phone No.: 915 212-8018
Email: CaballeroPE@elpasotexas.gov

A2. Grant Data
Funding Agency: Texas Parks and Wildlife Department
Grant Name: Urban Outdoor Grant Program
CFDA/ALN: n/a N/A ☑
Application Due Date: August 1, 2024
Requires Signature or Review from:
Mayor ☐ City Manager ☑ Legal Review ☑

A3. Financial Data

Amount of Grant Funding Request:	$	1,500,000.00
Amount of Matching Funds Requested:	$	1,500,000.00
Amount of In-Kind Funds and/or Additional City Contributions:	$	
Total Amount Requested:	$	3,000,000.00

A4. Grant Classification
☑ Competitive (award based on competition)
☐ Entitlement (a set of funds determined under a formula)
☐ Continuation (ongoing funding)

A5. City Match Certification
Has City Match been certified by the Department Director?
Yes ☑ No ☐ N/A ☐

Does this grant allow for operating/administrative costs?
Yes ☑ No ☐ % ☐ Amount $ 316,800
How is the match amount determined?
☑ Fixed Amount: $ 1,500,000.00
☐ Percentage of Project Cost: _____ %
☐ Other (Please explain): _____

For this fiscal year, how much of the local cash amount is already in the department's budget: $ 1,500,000
Not budgeted: $ _____
Proposed source of match:

B. CONTRACT/AGREEMENT/AMENDMENTS

B1. Department Financial Grant Contact Person
Name: Claudia Cisneros
Title: Admin. Services Manager
Phone No.: 915 212-1715
Email: cisneroscx@elpasotexas.gov

B2. Grant Data
Funding Agency: Texas Parks and Wildlife Department
Grant Name: Urban Outdoor Grant Program
Program Name: Eastside Regional Park Phase II
Agency Contract No.: 55-25002
Grant Type: State
Pass through Agency:
Grant Start & End Date: 01/23/2025 - 04/30/2027 (Month / Day / Year - Month / Day / Year)
New, Continuation, or Amendment: Please Select — New

B3. Financial Data

Post-Award Amount (As indicated in the grant contract/ agreement)	$	1,500,000=
Actual Amount of Cash Match	$	1,500,000=
Actual Amount of In-Kind	$	
Total Award for Project/Program	$	3,000,000.00

B4.
☐ CM Signature required
☐ Mayor Signature required
☑ City Council approval required

B5.
Grant Accounting String: GS5125 25002/2670/451
City Match Accounting String: PCP13PRKA06/4741/190

Comments:

Brief Description of Grant:

Eastside Regional Park Phase II involves the development and preparation of 26 acres of the dedicated parkland area. The amenities calculated in the development consist of two (2) handball courts, six (6) pickle ball Courts, two (2) basketball courts, two (2) sand volleyball courts, and one (1) futsal court. These outdoor courts are vital to the thriving community and will occupy 1.16 acres.
The Eastside Regional Park is located in the Far East area of El Paso, City Council District 5. The park is located at 13501 Jason Crandall Dr.

REQUIRED SIGNATURES

1. Department Director Signature — Date: 06/24/24
Printed Name of Department Director: Pablo Caballero
2. Grants Administration Division — Date: 07/03/2024
3. Legal Review — Date: 07/09/2024

1. Department Director Signature — Date: 06/09/25
Printed Name of Department Director: Pablo Caballero
2. Grants Administration Division — Date: 06/16/2025
3. Legal Review — Date:

REV Sept 2021 Questions? Call the Grants Administration Division at (915) 212-1795

TEXAS PARKS AND WILDLIFE DEPARTMENT

CERTIFICATE OF LAND DEDICATION FOR PARK USE

LARGE COUNTY AND MUNICIPALITY RECREATION & PARKS ACCOUNT

This is to certify that a permanent record shall be kept in the **City of EL PASO** public property records and be made available for public inspection to the effect that the property described in the scope of the Grant Agreement for **EL PASO Eastside Regional Park, Project Number 55-25002**, and the dated project boundary map made part of that Agreement, has been acquired or developed with Large County and Municipality Recreation & Parks Account assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

City of El Paso
Sponsor (Political Subdivision)

By Elda R. Hefner

Elda Rodriguez-Hefner, Grants Administrator
Name, Title

06/16/2025
Date

Texas Parks and Wildlife Department

Recreation Grants Branch

Uniform Assurances for State Funded Awards

UNIFORM ASSURANCES

Child Support Obligation Recipient represents and warrants that it will include the following clause in the award documents for every subcontract and will require contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

Cybersecurity Training Program Recipient represents and certifies its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Recipient has access to any state computer system or database, Recipient shall complete cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

Debarment and Suspension Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

Debts and Delinquencies With the exception of a Texas State Agency, Recipient agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations Recipient represents and certifies that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation Under Section 669.003 of the Texas Government Code, Recipient certifies that it does not employ, or has disclosed its employment of, any former executive head of the Agency.

Funding Limitation Recipient agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the Department in excess of the funds delineated in this Grant Agreement. Recipient agrees that funding for this Grant Agreement is subject to the actual receipt by the Department of grant funds appropriated to the Department. Recipient agrees that the grant funds, if any, received from the Department may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Department for the purpose of this Grant Agreement. Recipient agrees that notwithstanding any other provision of this Grant Agreement, if the Department is not appropriated the funds or if the Department does not receive the appropriated funds for this grant program, or if the funds appropriated to the Department for this grant program are required to be reallocated to fund other federal or state programs or purposes, the Department is not liable to pay the Recipient any remaining balance on this grant.

Indemnification To the extent permitted by the laws and constitution of the State of Texas, Recipient SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF Recipient OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT and any Purchase orders issued under THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY Recipient WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND Recipient MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. Recipient AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Law Enforcement Agency Grant Restriction If Recipient is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Recipient represents and certifies that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted

by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority Recipient represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Recipient to act in connection with the application and to provide such additional information as may be required.

Limitations on Grants to Units of Local Governments Recipient acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- Sections 2113.012 and 2113.101 of the Texas Government Code.

Lobbying Expenditure Restriction Recipient represents and certifies that Department's payments to Recipient and Recipient's receipt of appropriated or other funds under the grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

No Conflicts of Interest Recipient represents and certifies that performance under the grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Recipient represents and certifies that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the grant, Recipient shall promptly notify Agency.

No Waiver of Sovereign Immunity The Parties expressly agree that no provision of the Grant Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

Open Meetings If the Recipient is a governmental entity, Recipient represents and certifies its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Political Polling Prohibition Recipient represents and certifies that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

Public Camping Ban Recipient certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Recipient is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Recipient must immediately disclose the lawsuit and its current posture to the Agency.

Records Retention Recipient shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Recipient for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Recipient to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Recipient must include the substance of this clause in all subawards and subcontracts.

Texas Public Information Act Recipient understands that Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Grant Agreement or any resulting contract or grant may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Recipient is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance Recipient represents and certifies that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Reporting Suspected Fraud and Unlawful Conduct Recipient represents and certifies that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

RECIPIENT NAME : City of El Paso

Signature: Elda R. Hefner Digitally signed by Elda R. Hefner
Date: 2025.06.16 16:43:08 -06'00'

Name and Title: Elda Rodriguez-Hefner, Grants Administrat

Date: 6/16/25

TEXAS PARKS AND WILDLIFE

Recreation Grants
Local Park Grant Program
STATE GRANT AGREEMENT

Department Contract Number: CA-0007931

Grant Project Number: 55-25002

Recipient Name (Must match UEI): City of El Paso - Parks and Recreation

Recipient Unique Entity Identifier: KLZGKXNFVTL4

Project Name: El Paso Eastside Regional Phase II

Award Date: 01/23/2025

Period of Performance: 01/23/2025 - 04/30/2029

State Award: $1,500,000.00

Recipient Cost Share: $1,500,000.00

Total Project Cost: $3,000,000.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This Grant Agreement is entered into by the Texas Parks and Wildlife Department (Department), and the City of El Paso - Parks and Recreation (Recipient). This award is funded through the Department under the authority of Chapter 24 of the Parks and Wildlife Code.

The scope of this Grant Agreement includes:
The City of El Paso will develop the 92.4-acre El Paso Eastside Regional Park, which will include sports courts, native landscaping, and irrigation.

El Paso Eastside Regional Park is located at 13501 Jason Crandall Dr, El Paso, TX 79938.

An Official Boundary Map that meets program requirements is required before final reimbursement and project closeout.

Permanent Public Park & Recreation Dedication. All land or water receiving program assistance shall be dedicated for public park and recreation use in perpetuity. No property acquired or developed with program assistance shall be converted to other than public park and recreation uses without the approval of the Department and the substitution of other park and recreation properties of at least equal fair market value and equivalent park and recreation usefulness.

This award is not for research and development.

SECTION 2 - SPECIFIC CONDITIONS

N/A

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

The Recipient shall be entitled to reimbursement of and/or recording of match for up to $316,800.00 in pre-award project planning costs incurred on or after 11/01/2023. Such costs are allowable only to the extent that they would have been allowable if incurred after the start date of the award and only with the prior written approval of the Department.

SECTION 4 - KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Dana Lagarde
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744

Grant Manager:
Dan Reece
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
dan.reece@tpwd.texas.gov

Grant Coordinator:
Dan Reece
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
dan.reece@tpwd.texas.gov

Audit Team Lead:
Marcy Cavazos Colunga
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512)389-8116
Marcy.CavazosColunga@tpwd.texas.gov

FOR GRANT RECIPIENT: The Recipient must request prior written approval from the Department for a change in key personnel identified below.

Official Point of Contact

Karla Chavez
Parks Planning and Development Manager
801 Texas Ave
City 2 Second Floor
El Paso, Texas, 79901
(915) 212-1724
chavezkx1@elpasotexas.gov

Project Coordinator
Elda Rodriguez-Hefner
Grants Administrator
300 Campbell Street
El Paso, Texas, 79901
(915) 212-1795
rodriguez-hefnere@elpasotexas.gov

Fiscal Contact
Margarita Munoz
Comptroller
City of El Paso
Office of the Comptroller
300 N. Campbell Street
El Paso, TX 79901
El Paso, Texas, 79901
(915) 212-1721
munozmm@elpasotexas.gov

SECTION 5 – STANDARD FINANCIAL MANAGEMENT CONDITIONS

The term "financial management conditions" refers to generally applicable policies and procedures for the accounting, reporting, and management of grant funds. Failure to follow a state or federal law applicable to the disbursement of grant funds may subject the Recipient to statutory, common law, and contractual remedies that may include administrative action, suspension of grant payments, termination, and in-eligibility for future grants.

Recipients must comply with the Standard Financial Management Conditions for State Grant Programs listed in the Texas Grant Management Standards, attached.

SECTION 6 - AWARD AND PAYMENT

A. The Department will provide funding to the Recipient in an amount not to exceed $1,500,000.00 for the project described under Project Description and Location above and in accordance with the Department-approved Budget Summary attached.
B. The Recipient shall obtain prior approval from the Department for budget and program revisions and shall request payment via the Department's Recreation Grants Online Grant Management System.

C. Expenses charged against awards under the Grant Agreement may not be incurred prior to the beginning of the Grant Agreement, except as provided in Section 3 Pre-Award Incurrence of Costs, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

D. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.

E. The Recipient must meet their cost share commitment over the life of the award. At least 50.00% non-state cost-share is required for costs incurred under this Grant Agreement.

F. Reimbursement will be the default method of payment.

G. Any state funds paid to the Recipient exceeding the amount that the Recipient is determined to be entitled to under the state award constitutes a debt to the State of Texas and must be returned.

H. Payments made for costs determined to be unallowable by the Department must be refunded to the Department.

SECTION 7- PERFORMANCE REPORTING

The Recipient must submit quarterly performance reports through the Recreation Grants Online System within 30 calendar days after the reporting period. Recipient must submit the final performance report 90 calendar days after the conclusion of the period of performance. The Department may extend the due date for any performance report with justification from the Recipient.

When a significant development that could impact the state award occurs between performance reporting due dates, the Recipient must notify the Department. When significant developments occur that negatively impact the state award, the Recipient must include information on its plan for corrective action and any assistance needed to resolve the situation.

SECTION 8- DEVIATIONS AND MODIFICATIONS

The Recipient is required to report deviations from the approved budget, project or program scope, or objective, and request prior approval from the Department for budget and program plan revisions, in accordance with the Texas Grant Management Standards, attached.

This Grant Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of the Recipient.

SECTION 9- REMEDIES FOR NON-COMPLIANCE

The Department may implement specific conditions if the Recipient fails to comply with Federal and State statutes, rules, or the terms and conditions of the state award, under the following circumstances:

(1) Recipient has a history of failure to comply with the terms and conditions of state awards;
(2) Recipient fails to meet expected performance goals contained in the state award; or
(3) Recipient has inadequate financial capability to perform the state award.

Specific conditions may include the following:

(1) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance;
(2) requiring additional or more detailed financial reports;
(3) requiring additional project monitoring;
(4) requiring the Recipient to obtain technical or management assistance; or
(5) establishing additional prior approvals.

Prior to imposing specific conditions, the Department must notify the Recipient as to:

(1) the nature of the specific conditions;
(2) the reason why the specific conditions are being imposed;
(3) the nature of the action needed to remove specific conditions;
(4) the time allowed for completing the actions; and
(5) the method for requesting the Department to reconsider imposing a specific condition.

Once the circumstances that prompted the imposition of the specific conditions have been corrected, the Department may remove the specific conditions(s) upon written request of the Recipient.

If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold payments until the Recipient takes corrective action;
(2) Disallow costs for all or part of the activity associated with the noncompliance of the Recipient;
(3) Suspend or terminate the state award in part or in its entirety;
(4) Withhold further state funds (new awards or continuation funding) for the project or program; and
(5) Pursue other legally available remedies.

SECTION 10- TERMINATION

The state award may be terminated in part or in its entirety as follows:

(1) By the Department if the Recipient fails to comply with the terms and conditions of the state award.
(2) By the Department with the consent of the Recipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
(3) By the Recipient upon sending the Department a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Department determines that the remaining portion of the state award will not accomplish the purposes for which the state award was made, the Department may terminate the state award in its entirety.
(4) By the Department for cause.
(5) By the Department for convenience.

When the state award is terminated in part or its entirety, the Department and the Recipient remain responsible for compliance with the requirements set forth in the Closeout and Post- Closeout Adjustments and Continuing Responsibilities sections of the Texas Grant Management Standards, attached.

Notification of Termination Requirement

The Department must provide written notice of termination to the Recipient unless the state award is being terminated by the Recipient. If the Recipient initiates the termination of the state award, then the Recipient must provide written notice of the termination to the Department. The written notice of termination should include the reasons for termination, the effective date, and the portion of the state award to be terminated, if applicable.

Opportunities to Object, Hearings, and Appeals

Upon initiating a remedy for noncompliance (for example, disallowed costs, a corrective action plan, or termination), the Department must provide the Recipient with an opportunity to object and provide information challenging the action. The Department will comply with any requirements for hearings, appeals, or other administrative proceedings to which the Recipient is entitled under any statute or rule applicable to the action.

Effects of Suspension and Termination

Costs to the Recipient resulting from obligations incurred by the Recipient during a suspension or after the termination of a state award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

(1) the costs result from obligations that were properly incurred by the Recipient before the effective date of suspension or termination, and not in anticipation of it; and
(2) the costs would be allowable if the state award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

SECTION 11 – CLOSEOUT

The Department will close out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Recipient. The Recipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. The Recipient must promptly refund any balances of unobligated cash that Department paid in advance or paid and that are not authorized to be retained by the Recipient for use in other projects. Liquidation of all costs must occur within 90 days of performance period end date. The Department may approve extensions.

SECTION 12 - RECORDS RETENTION AND ACCESS

The Recipient must maintain and retain records (for example, financial records, performance records, supporting documents) until the third anniversary of the later date of (1) the grant completion or expiration or (2) the resolution of all issues that arose from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the grant or documents.

The Department, the State Auditor's Office, or any of their authorized representatives, must have the right to access any documents, papers, financial statements, or other records of the Recipient pertinent to the state award, to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the Recipient's personnel for the purpose of interviewing and discussion related to such documents or the state award in general. This right of access is not limited to the required retention period but lasts as long as the records are retained.

SECTION 13 -TERMS OF ACCEPTANCE

By accepting funds under this grant, the Recipient agrees to comply with the terms and conditions of this Grant Agreement, the Local Park Grant Program Guidance, and the Texas Grant Management Standards. Recipient also agrees to comply with assurances and certifications made in its approved grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Any change in local, state, and federal rules, regulations, or laws applicable to the Local Park Grant Program that occurs during the term of the Grant Agreement shall be automatically incorporated into the Grant Agreement without written amendment and shall become a part of the Agreement as of the effective date of the rule, regulation, or law.

Signature Authority
The person or persons signing this Grant Agreement on behalf of the Recipient hereby warrant and guarantee that they are duly authorized by the Recipient to execute this Grant Agreement on behalf of the Recipient and to validly and legally bind the Recipient to all the terms of this Grant Agreement.

Entire Agreement; Modifications Must Be in Writing
This Grant Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

Venue; Governing Law
This Grant Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

SECTION 14 – ATTACHMENTS INCORPORATED BY REFERENCE
The following completed documents are attached to and made part of this Agreement:

TPWD Approved Budget Summary
TPWD Assurances for State Awards (Signature Required)
TPWD Recipient Monitoring Plan
Texas Grant Management Standards
Working Boundary Map
Land Dedication (Signature Required)
THC Review
TPWD Environmental Review

SECTION 15 – SIGNATURES
The signed Grant Agreement must be submitted to Recreation Grants Online within 15 days of the Recipient's date of signature. If not returned within 120 days of the Date of Issuance, this Grant Agreement is null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

Signature:

Name and Title:

Date of Issuance:

SAM Number, Date, Initials: 06/04/2025 / C.L.

RECIPIENT NAME: City of El Paso

Signature of Authorized Representative: Elda R. Hefner

Name and Title: Elda Rodriguez-Hefner, Grants Administrator

Email: rodriguez-hefnere@elpasotexas.gov

Phone: 915-212-1795

Date: 06/16/2025

File #: 25-927, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution authorizing the City Manager to sign a two-year On-Call Agreement for Professional Services to perform Civil Engineering Services on a task-by-task basis by and between the City of El Paso and each of the following 6 consultants:

1. AECOM Technical Services, Inc.
2. CEA Engineering Group, Inc.
3. Consor Engineers, LLC
4. GRV Integrated Engineering Solutions, LLC
5. Huitt-Zollars, Inc.
6. Moreno Cardenas, Inc.

Each On-Call Agreement will be for an amount not to exceed $750,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed $50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project.

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

DEPARTMENT: Capital Improvement Department

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

A Resolution Authorizing the City Manager to sign a two-year On-Call Agreement for Professional Services to perform Civil Engineering Services on a task-by-task basis by and between the City of El Paso and each of the following 6 consultants:

1. AECOM Technical Services, Inc.
2. CEA Engineering Group, Inc.
3. Consor Engineers, LLC
4. GRV Integrated Engineering Solutions, LLC
5. Huitt-Zollars, Inc.
6. Moreno Cardenas, Inc.

Each On-Call Agreement will be for an amount not to exceed $750,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed $50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project.

BACKGROUND / DISCUSSION:

This On-Call Agreement for Professional Services to perform civil engineering services assists the Capital Improvement Department and user departments to expedite and complete tasks for capital projects. This new agreement be for a two-year term for an amount not to exceed $750,000.00, with an option to increase the contract capacity up to $100,000.000 granted to the City Engineer.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

August 1, 2023 – City Council approved a two-year on call agreement for professional services to perform civil engineering services on a task-by-task basis. This contract will expire on August 1, 2025 and will be replaced by this new on-call agreement.

AMOUNT AND SOURCE OF FUNDING:

Capital Plans, Bond Programs

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)
N/A	

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

DEPARTMENT HEAD: Yvette Hernandez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform Civil Engineering services on a task-by-task basis by and between the City of El Paso and each of the following 6 consultants:

1. AECOM Technical Services, Inc.
2. CEA Engineering Group, Inc.
3. Consor Engineers, LLC
4. GRV Integrated Engineering Solutions, LLC
5. Huitt-Zollars, Inc.
6. Moreno Cardenas, Inc.

Each On-Call Agreement will be for an amount not to exceed $750,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed $50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

APPROVED THIS _____ DAY OF _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez
City Engineer

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

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0327R
ON-CALL PROFESSIONAL SERVICES - CIVIL ENGINEERING

CONSULTANT	ADP	AECOM	BARTLETT WEST	BROCK BUSTILLOS	CEA	CONSOR	FXSA	GRV	HDR	HUITT ZOLLARS	MORENO CARDENAS	NURAAMI	PARKHILL	QUANTUM	SE3	TEXAS INF.
Rater 1	83	81	84	78	84	85	88	87	79	90	85	82	85	65	30	40
Rater 2	75	77	74	75	77	79	70	82	83	83	71	71	51	63	64	67
Rater 3	65	81	78	77	82	80	73	77	68	76	80	76	51	65	61	59
Total Rater Scores	**223**	**239**	**236**	**230**	**243**	**244**	**231**	**246**	**230**	**249**	**236**	**229**	**187**	**193**	**155**	**166**
References	0	7.66	5.9	7.77	8.03	8.01	6.7	7.55	9.9	7.27	7.56	3.3	7.39	6.97	9.5	0
Overall Score:	**223.0**	**246.7**	**241.9**	**237.8**	**251.0**	**252.0**	**237.7**	**253.6**	**239.9**	**256.3**	**243.6**	**232.3**	**194.4**	**200.0**	**164.5**	**166.0**
	12	5	7	9	4	3	10	2	8	1	6	11	14	13	16	15

Rankings	Consultant
1	HUITT ZOLLARS
2	GRV
3	CONSOR
4	CEA

Rankings	Consultant
5	AECOM
6	MORENO CARDENAS
7	BARTLETT WEST
8	HDR

Rankings	Consultant
9	BROCK BUSTILLOS
10	FXSA
11	NURAAMI
12	ADP

Rankings	Consultant
13	QUANTUM
14	PARKHILL
15	TEXAS INF.
16	SE3

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2025** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and AECOM Technical Services, Inc, a California USA, Foreign For-Profit Corporation authorized to transact business in Texas, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is 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 Project 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
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project ("**Project**") and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, 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 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.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 days 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 **$750,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of 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 any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

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 each 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 and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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. 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
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

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 Contract.

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.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims

adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

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

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

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, 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 consistent with professional skill and care, 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. The Consultant will perform these services with reasonable diligence and

expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

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 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, in the Owner's discretion, 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 and places.

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
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	AECOM Technical Services, Inc Attn: Victor De La Garza 221 N. Kansas Street, Suite 902 El Paso, Texas 79901

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.

7.14 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.

(SIGNATURES BEGIN ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
City Engineer

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Dionne Mack**,** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

CONSULTANT:
AECOM TECHNICAL SERVICES, INC

By: Victor De La Garza
Title: Vice President

(Acknowledgment)

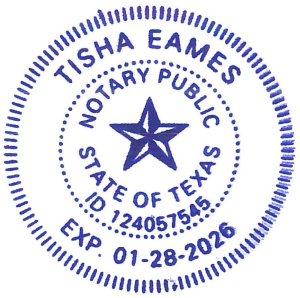
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 21 day of July, 2025, by Victor De La Garza, as Vice President of AECOM Technical Services, Inc.

Notary Public, State of Texas

My commission expires:

01/28/2026



ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT "A"

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis to include as appropriate:

Investigation:

The firm is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City of El Paso Design Standards, Federal, and State standards, among others.

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

The firm shall provide Civil Engineering project management and design and survey services, develop plans and specifications, contract documents, estimates construction contracts and if necessary an Engineer's Report.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling. Buy America must be enforced during design process.

The firm shall respond to comments regarding constructability, operability reviews on proposed construction projects and assist the City with but not limited to the following items: review of proposed construction projects including such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes, references, and lack of coordination between the drawings of all disciplines involved in the project.

Errors and Omissions on Design:

The City expects the firm to have an adequate Quality Assurance/Quality Control Program to minimize the potential for errors and omissions. ***Recently, the City has observed inconsistencies between plans and specifications including but not limited to conflicts between civil and landscape plans, inadequate review by the prime of the adequacy of the work of any and all subcontractors, discrepancies between the measurement and payment specifications and bid forms, and failure of the firms to verify utility locations in the field.*** The firm shall revise the work as necessary to correct errors and omissions appearing therein, when required to do so by the City (Owner). ***If errors or omissions are identified during the construction phase, the firm at its sole expense, shall modify, as necessary, plans and specifications to remedy the errors/omissions at no cost to the City. Note, the firm may also be held financially liable for costs of any for rework of work that has already been completed beyond the cost of the provision of the original/revised requirement. Finally, in the event that the construction contractor requires additional time to complete the project beyond the approved scheduled date of substantial completion due to an error or omission, the firm may also be financially liable for the cost of any Extended General Conditions deemed by the City to be appropriate.***

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering, and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than **ten percent (10%),** the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. 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. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art:

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or

replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and/excavations. http://www.sunmetro.net/streetcar/track-access.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all work tasks required of all base bids, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)
- Quantity Summary Sheet (100% complete)
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

60% Design:

The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing 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 (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% 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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 30% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

95% Design:

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing 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)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street and drainage improvements, park and site improvements, and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

Reproduction:

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

3.0 GENERAL REQUIREMENTS AND CRITERIA:

3.1 Design must meet all applicable City Codes and Ordinances.

3.2 Design must comply with Engineering & Construction Management Guidelines.

3.3 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

3.4 The designer shall submit all redlines to the owner when plan submittals are due.

4.0 OTHER CONSIDERATIONS:

4.1 Work to be coordinated with the El Paso – CID, Streets and Maintenance Department, and all affected stake holders.

4.2 Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

5.0 REQUEST FOR PROPOSAL BREAKDOWN:

All services described under Design and Bidding will be considered Basic Services. The consultant shall submit a detailed cost proposal based on contract and after agreed negotiations a purchase order will be opened. All services under Construction will be requested if necessary by Owner in writing.

6.0 PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement and owner's review time as follows:

ELECTRONIC DOCUMENT MANAGEMENT:

The selected firm is encouraged to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests for Information/Change/Deviation
- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos
- Project account and budget information

The web-based software shall be for review and approval and not only storage.

The engineering firm will be one of the administrators of the software. They will be responsible to setup the project on the software and provide training to the project team on how to use the software. The web-based software shall be user friendly and easy to access. Identified stakeholders including City staff shall be provided user-friendly access to software.

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

CITY OF EL PASO
ON-CALL PROFESSIONAL SERVICES
CIVIL

ATTACHMENT B- FEE PROPSAL

A. PROPOSAL DETAILS

Consultant Name: AECOM Technical Services, INC.

Solicitation No: 2025-0327R On-Call Civil Engineering

B. PERSONNEL

ITEM#	LABOR CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY RATE
1	Senior Project Manager:	10+	$ 218.24
2	Project Manager:	5+	$ 185.00
3	Senior Design Engineer:	15+	$ 213.71
4	Design Engineer	5-10	$ 170.00
5	Senior Structural Engineer	15+	$ 213.71
6	Structural Engineer	5-10	$ 180.00
7	Principal Engineer:	20+	$ 285.99
8	Senior Project Engineer:	15+	$ 191.63
9	Project Engineer:	5-10	$ 170.00
10	Engineering Technician:	7+	$ 117.00
11	Engineer In Training:	1-5	$ 118.00
12	Enviromental Planner:	10+	$ 130.00
13	Transportation Planner:	10+	$ 180.00
14	Senior QA/QC Manager:	15+	$ 280.00
15	QA/QC Manager:	5-10	$ 170.00
16	Estimator:	10+	$ 154.77
17	Surveyor	5+	N/A
18	CADD Operator:	5+	$ 105.00
19	GIS Operator:	5+	$ 112.00
20	Administrative / Clerical:	5+	$ 103.20

ITEM#	Reimbursable Costs	
21	Mileage	Current IRS approved rate
22	Sub Consultants (If applicable)	Cost + 10%
23	Travel (If Applicable)	$155 per day or current USGSA approved rate
24	Per Diem (If applicable)	Actual cost

Notes:

1. Billing rates shall be fully burdened and include labor, overhead, and profit.
2. Item number must be included in all proposals related to this contract.
3. A complete list of miscellaneous expenses shall be attached to this proposal if available.
4. All charges, including miscellaneous items must be approved in advance by the City PM.
5. The consultant shall not begin any additional services not outlined in the approved proposal until a new purchase order increase is provided.
6. The rates on this schedule shall be in effect for two years from the contract execution date. For task orders that remain active beyond the contract expiration date, the consultant may request an hourly rate increase of 2.5% every two years following the original contract end date.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall 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 and Construction Management 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 the design phases of 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 a 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 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

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

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

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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 Consultant 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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 AND DELIVERABLE SCHEDULES

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.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

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 bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting 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/Consultant 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. 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 Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

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 City. 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

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within 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 **10 copies** of any required documents and opinion of probable construction costs shall be submitted within 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 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 **10 copies** the required documents and services shall be submitted within 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 **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy**of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"
Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2025

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

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

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com
CN101348564-STND-GAUE-25-26

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-0533
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AECOM
AECOM Technical Services
221 N Kansas, Suite 700
El Paso, TX 79901

COVERAGES **CERTIFICATE NUMBER:** LOS-002811341-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HDO G48971714	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			ISA H11370494	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C72792300 (AOS) SCF C72792312 (WI Retro)	04/01/2025 04/01/2025	04/01/2026 04/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2025	04/01/2026	Per Claim/Agg Defense Included		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: AECOM Project No: 04191916.2094; Solicitation #2025-0327R; Professional Civil Engineering services on an on-call basis.

CERTIFICATE HOLDER
City of El Paso
Capital Improvement Department
Attn: Elsa Rodriguez
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
Marsh Risk & Insurance Services

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ATTACHMENT "F"

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor 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 contractor 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.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2025** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and CEA Engineering Group, Inc., a Domestic For-Profit Corporation authorized to transact business in Texas, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is 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 Project 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
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project ("**Project**") and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, 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 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.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 days 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 **$750,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of 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 any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

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 each 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 and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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. 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
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

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 Contract.

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.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's

claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

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

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

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, 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 consistent with professional skill and care, 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

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 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, in the Owner's discretion, 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 and places.

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
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	CEA Engineering Group, Inc. Attn: Ruben Chavez 813 N. Kansas St., Suite 300 El Paso, Texas 79902

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.

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
City Engineer

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Dionne Mack**,** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

_____

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

CONSULTANT:
CEA ENGINEERING GROUP, INC.

By: Ruben Chavez
Title: Principal

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 21 day of July, 2025, by Ruben Chavez, as Principal of CEA Engineering Group, Inc..

Notary Public, State of Texas

My commission expires:

8-31-2027

DAVID R. CONCHA
Notary Public, State of Texas
Comm. Expires 08-31-2027
Notary ID 130352107

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT "A"

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis to include as appropriate:

Investigation:

The firm is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City of El Paso Design Standards, Federal, and State standards, among others.

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

The firm shall provide Civil Engineering project management and design and survey services, develop plans and specifications, contract documents, estimates construction contracts and if necessary an Engineer's Report.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling. Buy America must be enforced during design process.

The firm shall respond to comments regarding constructability, operability reviews on proposed construction projects and assist the City with but not limited to the following items: review of proposed construction projects including such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes, references, and lack of coordination between the drawings of all disciplines involved in the project.

Errors and Omissions on Design:

The City expects the firm to have an adequate Quality Assurance/Quality Control Program to minimize the potential for errors and omissions. ***Recently, the City has observed inconsistencies between plans and specifications including but not limited to conflicts between civil and landscape plans, inadequate review by the prime of the adequacy of the work of any and all subcontractors, discrepancies between the measurement and payment specifications and bid forms, and failure of the firms to verify utility locations in the field.*** The firm shall revise the work as necessary to correct errors and omissions appearing therein, when required to do so by the City (Owner). ***If errors or omissions are identified during the construction phase, the firm at its sole expense, shall modify, as necessary, plans and specifications to remedy the errors/omissions at no cost to the City. Note, the firm may also be held financially liable for costs of any for rework of work that has already been completed beyond the cost of the provision of the original/revised requirement. Finally, in the event that the construction contractor requires additional time to complete the project beyond the approved scheduled date of substantial completion due to an error or omission, the firm may also be financially liable for the cost of any Extended General Conditions deemed by the City to be appropriate.***

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering, and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than **ten percent (10%),** the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. 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. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art:

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or

replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and/excavations. http://www.sunmetro.net/streetcar/track-access.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all work tasks required of all base bids, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)
- Quantity Summary Sheet (100% complete)
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

60% Design:

The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing 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 (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% 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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 30% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

95% Design:

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing 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)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street and drainage improvements, park and site improvements, and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

Reproduction:

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

3.0 GENERAL REQUIREMENTS AND CRITERIA:

3.1 Design must meet all applicable City Codes and Ordinances.

3.2 Design must comply with Engineering & Construction Management Guidelines.

3.3 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

3.4 The designer shall submit all redlines to the owner when plan submittals are due.

4.0 OTHER CONSIDERATIONS:

4.1 Work to be coordinated with the El Paso – CID, Streets and Maintenance Department, and all affected stake holders.

4.2 Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

5.0 REQUEST FOR PROPOSAL BREAKDOWN:

All services described under Design and Bidding will be considered Basic Services. The consultant shall submit a detailed cost proposal based on contract and after agreed negotiations a purchase order will be opened. All services under Construction will be requested if necessary by Owner in writing.

6.0 PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement and owner's review time as follows:

ELECTRONIC DOCUMENT MANAGEMENT:

The selected firm is encouraged to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests for Information/Change/Deviation
- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos
- Project account and budget information

The web-based software shall be for review and approval and not only storage.

The engineering firm will be one of the administrators of the software. They will be responsible to setup the project on the software and provide training to the project team on how to use the software. The web-based software shall be user friendly and easy to access. Identified stakeholders including City staff shall be provided user-friendly access to software.

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

CITY OF EL PASO
ON-CALL PROFESSIONAL SERVICES
CIVIL

ATTACHMENT B- FEE PROPSAL

A. PROPOSAL DETAILS

Consultant Name: CEA Group

Solicitation No: 2025-0327R

B. PERSONNEL

ITEM#	LABOR CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY RATE
1	Senior Project Manager:	10+	$ 218.24
2	Project Manager:	5+	$ 208.51
3	Senior Design Engineer:	15+	$ 191.35
4	Design Engineer	5-10	$ 174.70
5	Senior Structural Engineer	15+	SUBCONSULTANT
6	Structural Engineer	5-10	SUBCONSULTANT
7	Principal Engineer:	20+	$ 285.99
8	Senior Project Engineer:	15+	$ 181.44
9	Project Engineer:	5-10	$ 170.47
10	Engineering Technician:	7+	$ 112.71
11	Engineer In Training:	1-5	$ 115.53
12	Enviromental Planner:	10+	SUBCONSULTANT
13	Transportation Planner:	10+	$ 169.07
14	Senior QA/QC Manager:	15+	$ 247.96
15	QA/QC Manager:	5-10	$ 225.42
16	Estimator:	10+	$ 140.89
17	Surveyor	5+	SUBCONSULTANT
18	CADD Operator:	5+	$ 98.62
19	GIS Operator:	5+	$ 112.71
20	Administrative / Clerical:	5+	$ 81.72

ITEM#	Reimbursable Costs	
21	Mileage	Current IRS approved rate
22	Sub Consultants (If applicable)	Cost + 10%
23	Travel (If Applicable)	$155 per day or current USGSA approved rate
24	Per Diem (If applicable)	Actual cost

Notes:

1. Billing rates shall be fully burdened and include labor, overhead, and profit.
2. Item number must be included in all proposals related to this contract.
3. A complete list of miscellaneous expenses shall be attached to this proposal if available.
4. All charges, including miscellaneous items must be approved in advance by the City PM.
5. The consultant shall not begin any additional services not outlined in the approved proposal until a new purchase order increase is provided.
6. The rates on this schedule shall be in effect for two years from the contract execution date. For task orders that remain active beyond the contract expiration date, the consultant may request an hourly rate increase of 2.5% every two years following the original contract end date.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall 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 and Construction Management 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 the design phases of 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 a 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 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

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

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

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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 Consultant 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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 AND DELIVERABLE SCHEDULES

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.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

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 bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting 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/Consultant 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. 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 Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

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 City. 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

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within 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 **10 copies** of any required documents and opinion of probable construction costs shall be submitted within 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 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 **10 copies** the required documents and services shall be submitted within 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 **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy**of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"
Insurance

Client#: 1431211 CEAENGIN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2025

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

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

PRODUCER
USI Southwest
9811 Katy Freeway, Suite 500
Houston, TX 77024
713 490-4600

CONTACT NAME: Kayla Jones
PHONE (A/C, No, Ext): 713 490-4600 **FAX (A/C, No):** 713-490-4700
E-MAIL ADDRESS: kayla.jones@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Cas. Co. of America	25674
INSURER B : Travelers Indemnity Co of America	25666
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D : Arch Insurance Company	11150
INSURER E : Travelers Indemnity Company of CT	25682
INSURER F :	

INSURED
CEA Engineering Group, Inc.,
DBA CEA Group
813 N. Kansas St., Ste 300
El Paso, TX 79902

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6806J3538452547	03/25/2025	03/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA5R0100972547G	03/25/2025	03/25/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			CUP5Y5016492547	03/25/2025	03/25/2026	EACH OCCURRENCE AGGREGATE 	$2,000,000 $2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB3J5160922547G	03/25/2025	03/25/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability			PAAEP0139704	03/25/2025	03/25/2026	$1,000,000 per claim $2,000,000 annl aggr.	

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

The General Liability and Auto Liability policy include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed on behalf of the named insured. The General Liability, Auto Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract.
RE: Project: Solicitation #2025-0327R On Call Professional Services Civil Engineering.

CERTIFICATE HOLDER

The City of El Paso
Attn: Capital Improvement Department
218 N. Campbell, 2nd 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

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ATTACHMENT "F"

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. <u>CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)</u> (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. <u>DISADVANTAGED BUSINESS ENTERPRISES</u> (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor 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 contractor 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.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2025** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and Consor Engineers, LLC, a Florida, USA, Foreign Limited Liability Company (LLC) authorized to transact business in Texas, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is 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 Project 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
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project ("**Project**") and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, 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 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.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 days 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 **$750,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of 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 any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

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 each 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 and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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. 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
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

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 Contract.

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.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

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

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

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, 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 consistent with professional skill

and care, 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

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 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, in the Owner's discretion, 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 and places.

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
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Consor Engineers, LLC Attn: Ricardo Prieto 1501 N. Mesa, Suite 100 El Paso, Texas 79902

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.

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez
City Engineer

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Dionne Mack**,** as **City Manager** of the **City of El Paso, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
CONSOR ENGINEERS, LLC

By: Ricardo Prieto
Title: Senior Vice President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 21 day of July, 2025, by Ricardo Prieto, as Senior Vice President of Consor Engineers, LLC.

Notary Public, State of Texas

My commission expires:

01-16-2029

NORMA BAIRD
Notary Public, State of Texas
Comm. Expires 01-16-2029
Notary ID 12162401

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT "A"

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis to include as appropriate:

Investigation:

The firm is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City of El Paso Design Standards, Federal, and State standards, among others.

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

The firm shall provide Civil Engineering project management and design and survey services, develop plans and specifications, contract documents, estimates construction contracts and if necessary an Engineer's Report.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling. Buy America must be enforced during design process.

The firm shall respond to comments regarding constructability, operability reviews on proposed construction projects and assist the City with but not limited to the following items: review of proposed construction projects including such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes, references, and lack of coordination between the drawings of all disciplines involved in the project.

Errors and Omissions on Design:

The City expects the firm to have an adequate Quality Assurance/Quality Control Program to minimize the potential for errors and omissions. ***Recently, the City has observed inconsistencies between plans and specifications including but not limited to conflicts between civil and landscape plans, inadequate review by the prime of the adequacy of the work of any and all subcontractors, discrepancies between the measurement and payment specifications and bid forms, and failure of the firms to verify utility locations in the field.*** The firm shall revise the work as necessary to correct errors and omissions appearing therein, when required to do so by the City (Owner). ***If errors or omissions are identified during the construction phase, the firm at its sole expense, shall modify, as necessary, plans and specifications to remedy the errors/omissions at no cost to the City. Note, the firm may also be held financially liable for costs of any for rework of work that has already been completed beyond the cost of the provision of the original/revised requirement. Finally, in the event that the construction contractor requires additional time to complete the project beyond the approved scheduled date of substantial completion due to an error or omission, the firm may also be financially liable for the cost of any Extended General Conditions deemed by the City to be appropriate.***

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering, and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than **ten percent (10%),** the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. 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. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art:

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or

replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and/excavations. http://www.sunmetro.net/streetcar/track-access.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all work tasks required of all base bids, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)
- Quantity Summary Sheet (100% complete)
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

60% Design:

The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing 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 (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% 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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 30% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

95% Design:

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing 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)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street and drainage improvements, park and site improvements, and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

Reproduction:

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

3.0 GENERAL REQUIREMENTS AND CRITERIA:

3.1 Design must meet all applicable City Codes and Ordinances.

3.2 Design must comply with Engineering & Construction Management Guidelines.

3.3 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

3.4 The designer shall submit all redlines to the owner when plan submittals are due.

4.0 OTHER CONSIDERATIONS:

4.1 Work to be coordinated with the El Paso – CID, Streets and Maintenance Department, and all affected stake holders.

4.2 Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

5.0 REQUEST FOR PROPOSAL BREAKDOWN:

All services described under Design and Bidding will be considered Basic Services. The consultant shall submit a detailed cost proposal based on contract and after agreed negotiations a purchase order will be opened. All services under Construction will be requested if necessary by Owner in writing.

6.0 PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement and owner's review time as follows:

ELECTRONIC DOCUMENT MANAGEMENT:

The selected firm is encouraged to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests for Information/Change/Deviation
- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos
- Project account and budget information

The web-based software shall be for review and approval and not only storage.

The engineering firm will be one of the administrators of the software. They will be responsible to setup the project on the software and provide training to the project team on how to use the software. The web-based software shall be user friendly and easy to access. Identified stakeholders including City staff shall be provided user-friendly access to software.

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

CITY OF EL PASO
ON-CALL PROFESSIONAL SERVICES
CIVIL

ATTACHMENT B- FEE PROPSAL

A. PROPOSAL DETAILS

Consultant Name: Consor Engineers

Solicitation No: 2025-0327R

B. PERSONNEL

ITEM#	LABOR CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY RATE
1	Senior Project Manager:	10+	$ 218.24
2	Project Manager:	5+	$200.15
3	Senior Design Engineer:	15+	$ 191.35
4	Design Engineer	5-10	$180.13
5	Senior Structural Engineer	15+	$ 213.71
6	Structural Engineer	5-10	$181.44
7	Principal Engineer:	20+	$ 285.99
8	Senior Project Engineer:	15+	$ 181.44
9	Project Engineer:	5-10	$170.47
10	Engineering Technician:	7+	$ 120.97
11	Engineer In Training:	1-5	$ 119.15
12	Enviromental Planner:	10+	$ 191.63
13	Transportation Planner:	10+	$ 188.27
14	Senior QA/QC Manager:	15+	$ 201.00
15	QA/QC Manager:	5-10	$191.35
16	Estimator:	10+	$ 154.77
17	Surveyor	5+	N/A
18	CADD Operator:	5+	$ 108.59
19	GIS Operator:	5+	$ 114.86
20	Administrative / Clerical:	5+	$ 89.02

ITEM#	Reimbursable Costs	
21	Mileage	Current IRS approved rate
22	Sub Consultants (If applicable)	Cost + 10%
23	Travel (If Applicable)	$155 per day or current USGSA approved rate
24	Per Diem (If applicable)	Actual cost

Notes:

1. Billing rates shall be fully burdened and include labor, overhead, and profit.
2. Item number must be included in all proposals related to this contract.
3. A complete list of miscellaneous expenses shall be attached to this proposal if available.
4. All charges, including miscellaneous items must be approved in advance by the City PM.
5. The consultant shall not begin any additional services not outlined in the approved proposal until a new purchase order increase is provided.
6. The rates on this schedule shall be in effect for two years from the contract execution date. For task orders that remain active beyond the contract expiration date, the consultant may request an hourly rate increase of 2.5% every two years following the original contract end date.

A. PROPOSAL DETAILS

Consultant Name: Consor Engineers, LLC.

Solicitation No: 2025-0327R

B. PERSONNEL

ITEM#	LABOR CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY RATE
1	Utiities Coordinator	5 to 10	143.57
2	Construction Superintendent	15+	178.03
3	Construction Inspector IV	15+	157.93
4	Construction Inspector III	10 to 15	143.57
5	Construction Inspector II	5 to 10	129.22
6	Construction Inspector I	0 to 5	100.5
7	Records Keeper	5 to 10	114.86
8	Senior Public Involvement Specialist	15+	215.36
9	Junior Public Involvement Specialist	0 to 5	129.22

Notes:

1: Billing rates shall be fully burdened and include labor, overhead, and profit.

2. Item number must be included in all proposals related to this contract.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall 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 and Construction Management 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 the design phases of 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 a 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 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

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

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

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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 Consultant 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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 AND DELIVERABLE SCHEDULES

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.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

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 bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting 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/Consultant 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. 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 Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

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 City. 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

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within 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 **10 copies** of any required documents and opinion of probable construction costs shall be submitted within 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 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 **10 copies** the required documents and services shall be submitted within 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 **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy**of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"
Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2025

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

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

PRODUCER MARSH USA LLC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 CN144764051--GAUWP-24-25 D25125 4TX.00	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Consor Engineers, LLC 6505 Waterford District Drive, Suite 470 Miami, FL 33126	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** N/A — N/A **INSURER C :** National Fire Insurance Company — 20478 **INSURER D :** Axis Surplus Insurance Company — 26620 **INSURER E :** N/A — N/A **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** SEA-004098985-06 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		7095110478	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		7095132738	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7095135476 (AOS) 7095140595 (CA)	12/31/2024 12/31/2024	12/31/2025 12/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Prof & Environmental Liability			EBZ634816/01/2024	12/31/2024	12/31/2025	Per Claim Aggregate	1,000,000 1,000,000

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

Re: Client Project Number D251254TX.00. DOO: 2025-0327R On-Call Civil Engineering Services

City of El Paso is included as additional insured where required by written contract with respect to general and auto liability.

CERTIFICATE HOLDER

City of El Paso
218 N. Campbell, 2nd 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
of Marsh USA LLC

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ATTACHMENT "F"

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. <u>CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)</u> (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. <u>DISADVANTAGED BUSINESS ENTERPRISES</u> (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor 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 contractor 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.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2025** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and GRV Integrated Engineering Solutions LLC, a Domestic Limited Liability Company (LLC) authorized to transact business in Texas, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is 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 Project 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
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project ("**Project**") and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, 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 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.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 days 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 **$750,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of 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 any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

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 each 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 and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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. 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
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

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 Contract.

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.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance

proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

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

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

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, 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 consistent with professional skill and care, 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

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 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, in the Owner's discretion, 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 and places.

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
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	GRV Integrated Engineering Solutions LLC Attn: Marvin H Gomez 11385 James Watt, Suite B-13 El Paso, Texas 79936

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.

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
City Engineer

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Dionne Mack**,** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
GRV INTEGRATED ENGINEERING SOLUTIONS LLC

Marvin H. Gomez

By: Marvin H. Gomez
Title: Vice President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 18th day of July, 2025, by Marvin H. Gomez, as Vice President of GRV Integrated Engineering Solutions LLC.

Juanita Robles Gomez

Notary Public, State of Texas

My commission expires:

Feb. 12, 2029

JUANITA ROBLES GOMEZ NOTARY PUBLIC STATE OF TEXAS ID 132925548 EXP. 02-12-2029

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT "A"

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis to include as appropriate:

Investigation:

The firm is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City of El Paso Design Standards, Federal, and State standards, among others.

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

The firm shall provide Civil Engineering project management and design and survey services, develop plans and specifications, contract documents, estimates construction contracts and if necessary an Engineer's Report.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling. Buy America must be enforced during design process.

The firm shall respond to comments regarding constructability, operability reviews on proposed construction projects and assist the City with but not limited to the following items: review of proposed construction projects including such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes, references, and lack of coordination between the drawings of all disciplines involved in the project.

Errors and Omissions on Design:

The City expects the firm to have an adequate Quality Assurance/Quality Control Program to minimize the potential for errors and omissions. ***Recently, the City has observed inconsistencies between plans and specifications including but not limited to conflicts between civil and landscape plans, inadequate review by the prime of the adequacy of the work of any and all subcontractors, discrepancies between the measurement and payment specifications and bid forms, and failure of the firms to verify utility locations in the field.*** The firm shall revise the work as necessary to correct errors and omissions appearing therein, when required to do so by the City (Owner). ***If errors or omissions are identified during the construction phase, the firm at its sole expense, shall modify, as necessary, plans and specifications to remedy the errors/omissions at no cost to the City. Note, the firm may also be held financially liable for costs of any for rework of work that has already been completed beyond the cost of the provision of the original/revised requirement. Finally, in the event that the construction contractor requires additional time to complete the project beyond the approved scheduled date of substantial completion due to an error or omission, the firm may also be financially liable for the cost of any Extended General Conditions deemed by the City to be appropriate.***

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering, and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than **ten percent (10%),** the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. 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. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art:

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or

replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and/excavations. http://www.sunmetro.net/streetcar/track-access.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all work tasks required of all base bids, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)
- Quantity Summary Sheet (100% complete)
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

60% Design:

The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing 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 (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% 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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 30% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

95% Design:

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing 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)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street and drainage improvements, park and site improvements, and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

Reproduction:

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

3.0 GENERAL REQUIREMENTS AND CRITERIA:

3.1 Design must meet all applicable City Codes and Ordinances.

3.2 Design must comply with Engineering & Construction Management Guidelines.

3.3 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

3.4 The designer shall submit all redlines to the owner when plan submittals are due.

4.0 OTHER CONSIDERATIONS:

4.1 Work to be coordinated with the El Paso – CID, Streets and Maintenance Department, and all affected stake holders.

4.2 Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

5.0 REQUEST FOR PROPOSAL BREAKDOWN:

All services described under Design and Bidding will be considered Basic Services. The consultant shall submit a detailed cost proposal based on contract and after agreed negotiations a purchase order will be opened. All services under Construction will be requested if necessary by Owner in writing.

6.0 PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement and owner's review time as follows:

ELECTRONIC DOCUMENT MANAGEMENT:

The selected firm is encouraged to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests for Information/Change/Deviation
- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos
- Project account and budget information

The web-based software shall be for review and approval and not only storage.

The engineering firm will be one of the administrators of the software. They will be responsible to setup the project on the software and provide training to the project team on how to use the software. The web-based software shall be user friendly and easy to access. Identified stakeholders including City staff shall be provided user-friendly access to software.

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

CITY OF EL PASO
ON-CALL PROFESSIONAL SERVICES
CIVIL

ATTACHMENT B- FEE PROPSAL

A. PROPOSAL DETAILS

Consultant Name: GRV Integrated Engineering Solutions, LLC

Solicitation No: 2025-0327R On-Call Civil Engineering

B. PERSONNEL

ITEM#	LABOR CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY RATE
1	Senior Project Manager:	10+	$ 218.24
2	Project Manager:	5+	$ 206.87
3	Senior Design Engineer:	15+	$ 138.55
4	Design Engineer	5-10	$ 117.92
5	Senior Structural Engineer	15+	$ 213.71
6	Structural Engineer	5-10	$ 206.87
7	Principal Engineer:	20+	$ 265.34
8	Senior Project Engineer:	15+	$ 138.55
9	Project Engineer:	5-10	$ 117.92
10	Engineering Technician:	7+	$ 99.51
11	Engineer In Training:	1-5	$ 103.20
12	Enviromental Planner:	10+	$ 191.63
13	Transportation Planner:	10+	$ 188.27
14	Senior QA/QC Manager:	15+	$ 248.96
15	QA/QC Manager:	5-10	$ 218.24
16	Estimator:	10+	$ 117.92
17	Surveyor	5+	$ 206.87
18	CADD Operator:	5+	$ 99.51
19	GIS Operator:	5+	$ 99.51
20	Administrative / Clerical:	5+	$ 103.02

ITEM#	Reimbursable Costs	
21	Mileage	Current IRS approved rate
22	Sub Consultants (If applicable)	Cost + 10%
23	Travel (If Applicable)	$155 per day or current USGSA approved rate
24	Per Diem (If applicable)	Actual cost

Notes:

1. Billing rates shall be fully burdened and include labor, overhead, and profit.
2. Item number must be included in all proposals related to this contract.
3. A complete list of miscellaneous expenses shall be attached to this proposal if available.
4. All charges, including miscellaneous items must be approved in advance by the City PM.
5. The consultant shall not begin any additional services not outlined in the approved proposal until a new purchase order increase is provided.
6. The rates on this schedule shall be in effect for two years from the contract execution date. For task orders that remain active beyond the contract expiration date, the consultant may request an hourly rate increase of 2.5% every two years following the original contract end date.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall 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 and Construction Management 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 the design phases of 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 a 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 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

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

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

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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 Consultant 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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 AND DELIVERABLE SCHEDULES

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.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

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 bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting 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/Consultant 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. 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 Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

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 City. 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

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within 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 **10 copies** of any required documents and opinion of probable construction costs shall be submitted within 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 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 **10 copies** the required documents and services shall be submitted within 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 **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy**of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"
Insurance

Client#: 1067205 GRVINTEG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2025

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

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

PRODUCER	CONTACT NAME: Hartford Service Center	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd.	11000
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Beazley Insurance Company, Inc.	37540
INSURER D : Hartford Accident and Indemnity Co	22357
INSURER E :	
INSURER F :	

INSURED
GRV Integrated Engineering SolutionsLLC
11385 James Watt Dr., Ste. B-13
El Paso, TX 79936

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	
A	X COMMERCIAL GENERAL LIABILITY			61SBARU2546	01/09/2025	01/09/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			61UECHF5039	01/09/2025	01/09/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			61SBARU2546	01/09/2025	01/09/2026	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			61WBCAJ9180	01/29/2025	01/29/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab			C2C83C240501	09/23/2024	09/23/2025	$2,000,000 per claim $2,000,000 annl aggr.	

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

The General Liability and Auto Liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. All policies provide an automatic Waiver of Subrogation when required by written contract. Umbrella follows form. The General Liability and Automobile Liability Policies contain a special endorsement with Primary and
(See Attached Descriptions)

CERTIFICATE HOLDER

City of El Paso Texas -
Capital Improvements Department;
Attn: Elsa Rodriguez
218 N. Campbell St.
El Paso, TX 79936

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

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ATTACHMENT "F"

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor 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 contractor 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.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2025** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and Huitt-Zollars, Inc., a Domestic For-Profit Corporation authorized to transact business in Texas, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is 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 Project 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
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project ("**Project**") and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, 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 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.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 days 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 **$750,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of 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 any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

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 each 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 and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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. 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
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

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 Contract.

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.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission

of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

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

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

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, 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 consistent with professional skill and care, 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

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 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, in the Owner's discretion, 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 and places.

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
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890

To the Consultant: Huitt-Zollars, Inc.
Attn: Floyd Johnson
5822 Cosmo Drive, Suite 210
El Paso, Texas 79912

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.

7.14 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.

(SIGNATURES BEGIN ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
City Engineer

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Dionne Mack**,** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
HUITT-ZOLLARS, INC.

By: Floyd Johnson
Title: Vice President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 18th day of July, 2025, by Floyd Johnson, as Vice President of Huitt-Zollars, Inc.

Notary Public, State of Texas

My commission expires:

April 2, 2028

MERCEDES KIEFFE
My Notary ID # 12384699
Expires April 2, 2028

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT "A"

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis to include as appropriate:

Investigation:

The firm is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City of El Paso Design Standards, Federal, and State standards, among others.

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

The firm shall provide Civil Engineering project management and design and survey services, develop plans and specifications, contract documents, estimates construction contracts and if necessary an Engineer's Report.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling. Buy America must be enforced during design process.

The firm shall respond to comments regarding constructability, operability reviews on proposed construction projects and assist the City with but not limited to the following items: review of proposed construction projects including such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes, references, and lack of coordination between the drawings of all disciplines involved in the project.

Errors and Omissions on Design:

The City expects the firm to have an adequate Quality Assurance/Quality Control Program to minimize the potential for errors and omissions. ***Recently, the City has observed inconsistencies between plans and specifications including but not limited to conflicts between civil and landscape plans, inadequate review by the prime of the adequacy of the work of any and all subcontractors, discrepancies between the measurement and payment specifications and bid forms, and failure of the firms to verify utility locations in the field.*** The firm shall revise the work as necessary to correct errors and omissions appearing therein, when required to do so by the City (Owner). ***If errors or omissions are identified during the construction phase, the firm at its sole expense, shall modify, as necessary, plans and specifications to remedy the errors/omissions at no cost to the City. Note, the firm may also be held financially liable for costs of any for rework of work that has already been completed beyond the cost of the provision of the original/revised requirement. Finally, in the event that the construction contractor requires additional time to complete the project beyond the approved scheduled date of substantial completion due to an error or omission, the firm may also be financially liable for the cost of any Extended General Conditions deemed by the City to be appropriate.***

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering, and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than **ten percent (10%),** the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. 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. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art:

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or

replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and/excavations. http://www.sunmetro.net/streetcar/track-access.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all work tasks required of all base bids, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)
- Quantity Summary Sheet (100% complete)
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

60% Design:

The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing 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 (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% 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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 30% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

95% Design:

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing 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)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street and drainage improvements, park and site improvements, and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

Reproduction:

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

3.0 GENERAL REQUIREMENTS AND CRITERIA:

3.1 Design must meet all applicable City Codes and Ordinances.

3.2 Design must comply with Engineering & Construction Management Guidelines.

3.3 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

3.4 The designer shall submit all redlines to the owner when plan submittals are due.

4.0 OTHER CONSIDERATIONS:

4.1 Work to be coordinated with the El Paso – CID, Streets and Maintenance Department, and all affected stake holders.

4.2 Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

5.0 REQUEST FOR PROPOSAL BREAKDOWN:

All services described under Design and Bidding will be considered Basic Services. The consultant shall submit a detailed cost proposal based on contract and after agreed negotiations a purchase order will be opened. All services under Construction will be requested if necessary by Owner in writing.

6.0 PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement and owner's review time as follows:

ELECTRONIC DOCUMENT MANAGEMENT:

The selected firm is encouraged to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests for Information/Change/Deviation
- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos
- Project account and budget information

The web-based software shall be for review and approval and not only storage.

The engineering firm will be one of the administrators of the software. They will be responsible to setup the project on the software and provide training to the project team on how to use the software. The web-based software shall be user friendly and easy to access. Identified stakeholders including City staff shall be provided user-friendly access to software.

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

CITY OF EL PASO
ON-CALL PROFESSIONAL SERVICES
CIVIL

ATTACHMENT B- FEE PROPSAL

A. PROPOSAL DETAILS

Consultant Name: Huitt-Zollars, Inc.

Solicitation No: 2025-0327R On-Call Civil Engineering Services

B. PERSONNEL

ITEM#	LABOR CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY RATE
1	Senior Project Manager:	10+	$ 150.71
2	Project Manager:	5+	$ 144.61
3	Senior Design Engineer:	15+	$ 115.50
4	Design Engineer	5-10	$ 110.77
5	Senior Structural Engineer	15+	$ 169.22
6	Structural Engineer	5-10	$ 158.80
7	Principal Engineer:	20+	$ 201.50
8	Senior Project Engineer:	15+	$ 150.71
9	Project Engineer:	5-10	$ 145.86
10	Engineering Technician:	7+	$ 120.58
11	Engineer In Training:	1-5	$ 115.50
12	Enviromental Planner:	10+	$ 150.71
13	Transportation Planner:	10+	$ 160.25
14	Senior QA/QC Manager:	15+	$ 248.96
15	QA/QC Manager:	5-10	$ 201.50
16	Estimator:	10+	$ 115.50
17	Surveyor	5+	$ 206.87
18	CADD Operator:	5+	$ 108.59
19	GIS Operator:	5+	$ 116.96
20	Administrative / Clerical:	5+	$ 103.02

ITEM#	Reimbursable Costs	
21	Mileage	Current IRS approved rate
22	Sub Consultants (If applicable)	Cost + 10%
23	Travel (If Applicable)	$155 per day or current USGSA approved rate
24	Per Diem (If applicable)	Actual cost

Notes:

1. Billing rates shall be fully burdened and include labor, overhead, and profit.
2. Item number must be included in all proposals related to this contract.
3. A complete list of miscellaneous expenses shall be attached to this proposal if available.
4. All charges, including miscellaneous items must be approved in advance by the City PM.
5. The consultant shall not begin any additional services not outlined in the approved proposal until a new purchase order increase is provided.
6. The rates on this schedule shall be in effect for two years from the contract execution date. For task orders that remain active beyond the contract expiration date, the consultant may request an hourly rate increase of 2.5% every two years following the original contract end date.

HUITT ZOLLARS

City of El Paso

2025
HOURLY RATE SHEET

Architecture

Sr. Architect	$	215.00
Architect	$	175.00
Architect Intern 1	$	110.00
Architect Intern 2	$	125.00
Architect Intern 3	$	150.00

Survey

Survey Technician	$	120.00

Survey Crews

1-Person Survey Crew	$	125.00
2-Person Survey Crew	$	180.00
3-Person Survey Crew	$	220.00

Construction

Sr. Construction Manager	$	195.00
Construction Manager	$	175.00
Resident Project Representative	$	145.00
Sr. Project Representative	$	150.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

**Subject to Escalation at Renewal Term

Escalation shall be in accordance to allowable increases noted in attachment B Fee proposal. For any duplicate classifications, rates in Attachment B shall take precedence.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall 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 and Construction Management 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 the design phases of 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 a 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 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

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

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

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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 Consultant 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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 AND DELIVERABLE SCHEDULES

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.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

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 bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting 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/Consultant 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. 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 Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

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 City. 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

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within 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 **10 copies** of any required documents and opinion of probable construction costs shall be submitted within 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 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 **10 copies** the required documents and services shall be submitted within 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 **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy**of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"
Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2025

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

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

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Joe Bryant PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway Suite 1500 Dallas TX 75240	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : AXIS Surplus Insurance Company 26620 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 85799405 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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 ☐	N / A					☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Pollution Liability		✓	EBZ665006/01/2025	1/23/2025	1/23/2026	Per Claim Annual Aggregate	$1,000,000 $1,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
Re: Project: #2025-0327-R On-Call Professional Services - Civil Engineering.

CERTIFICATE HOLDER

City of El Paso
218 N. Campbell, 2nd 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

Joe A. Bryant

Joe Bryant

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ATTACHMENT "F"

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor 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 contractor 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.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2025** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and Moreno Cardenas, Inc., a Domestic For-Profit Corporation authorized to transact business in Texas, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional civil engineering services on a task order basis through the use of task orders referencing this Agreement, the scope of which is 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 Project 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
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project ("**Project**") and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, 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 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.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 days 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 **$750,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of 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 any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

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 each 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 and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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. 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
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

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 Contract.

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.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's

claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

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

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

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, 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 consistent with professional skill and care, 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

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 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, in the Owner's discretion, 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 and places.

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
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Moreno Cardenas, Inc. Attn: Marcos Medina 1125 Texas Avenue El Paso, Texas 79901

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.

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
City Engineer

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Dionne Mack**,** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
MORENO CARDENAS, INC.

By: Marcos Medina
Title: ~~Vice~~ President
MM

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 21st day of July, 2025, by Marcos Medina, as ~~Vice~~ President of Moreno Cardenas, Inc.
MM

Notary Public, State of Texas

My commission expires:

2-14-27

KATHERINE RODRIGUEZ
My Notary ID # 128584744
Expires April 14, 2027

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT "A"

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis to include as appropriate:

Investigation:

The firm is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City of El Paso Design Standards, Federal, and State standards, among others.

Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

The firm shall provide Civil Engineering project management and design and survey services, develop plans and specifications, contract documents, estimates construction contracts and if necessary an Engineer's Report.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling. Buy America must be enforced during design process.

The firm shall respond to comments regarding constructability, operability reviews on proposed construction projects and assist the City with but not limited to the following items: review of proposed construction projects including such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes, references, and lack of coordination between the drawings of all disciplines involved in the project.

Errors and Omissions on Design:

The City expects the firm to have an adequate Quality Assurance/Quality Control Program to minimize the potential for errors and omissions. ***Recently, the City has observed inconsistencies between plans and specifications including but not limited to conflicts between civil and landscape plans, inadequate review by the prime of the adequacy of the work of any and all subcontractors, discrepancies between the measurement and payment specifications and bid forms, and failure of the firms to verify utility locations in the field.*** The firm shall revise the work as necessary to correct errors and omissions appearing therein, when required to do so by the City (Owner). ***If errors or omissions are identified during the construction phase, the firm at its sole expense, shall modify, as necessary, plans and specifications to remedy the errors/omissions at no cost to the City. Note, the firm may also be held financially liable for costs of any for rework of work that has already been completed beyond the cost of the provision of the original/revised requirement. Finally, in the event that the construction contractor requires additional time to complete the project beyond the approved scheduled date of substantial completion due to an error or omission, the firm may also be financially liable for the cost of any Extended General Conditions deemed by the City to be appropriate.***

Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

Planning:

The firm shall assist the City in providing schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering, and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion 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 selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than **ten percent (10%),** the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. 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. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

ADA Compliance and Requirements:

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

Public Art:

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

Geometric Improvements:

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or

replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

Building Permits, Special Permits, and Other Land Use Permits:

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

Storm Water Pollution Prevention and Erosion Control Plan:

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.

Utility Services and Utility Easements:

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

Utility Coordination:

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

Public Involvement:

The firm shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements.

Street Car Track Access:

If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and/excavations. http://www.sunmetro.net/streetcar/track-access.

Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all work tasks required of all base bids, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

Construction Schedule:

The firm shall meet with City's Project and Construction Managers to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

PRODUCTS REQUIRED:

Pre-Design Report (If applicable)

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)
- Quantity Summary Sheet (100% complete)
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

60% Design:

The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing 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 (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% 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)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 30% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

95% Design:

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing 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)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

100% Design:

The firm shall re-submit the 95% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street and drainage improvements, park and site improvements, and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

Reproduction:

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

3.0 GENERAL REQUIREMENTS AND CRITERIA:

3.1 Design must meet all applicable City Codes and Ordinances.

3.2 Design must comply with Engineering & Construction Management Guidelines.

3.3 Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

3.4 The designer shall submit all redlines to the owner when plan submittals are due.

4.0 OTHER CONSIDERATIONS:

4.1 Work to be coordinated with the El Paso – CID, Streets and Maintenance Department, and all affected stake holders.

4.2 Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

5.0 REQUEST FOR PROPOSAL BREAKDOWN:

All services described under Design and Bidding will be considered Basic Services. The consultant shall submit a detailed cost proposal based on contract and after agreed negotiations a purchase order will be opened. All services under Construction will be requested if necessary by Owner in writing.

6.0 PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement and owner's review time as follows:

ELECTRONIC DOCUMENT MANAGEMENT:

The selected firm is encouraged to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests for Information/Change/Deviation
- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos
- Project account and budget information

The web-based software shall be for review and approval and not only storage.

The engineering firm will be one of the administrators of the software. They will be responsible to setup the project on the software and provide training to the project team on how to use the software. The web-based software shall be user friendly and easy to access. Identified stakeholders including City staff shall be provided user-friendly access to software.

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

CITY OF EL PASO
ON-CALL PROFESSIONAL SERVICES
CIVIL

ATTACHMENT B- FEE PROPSAL

A. PROPOSAL DETAILS

Consultant Name: Moreno Cardenas, Inc.

Solicitation No: 2025-0327R On-Call Civil Engineering

B. PERSONNEL

ITEM#	LABOR CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY RATE
1	Senior Project Manager:	10+	$ 183.00
2	Project Manager:	5+	$ 163.00
3	Senior Design Engineer:	15+	$ 151.00
4	Design Engineer	5-10	$ 129.00
5	Senior Structural Engineer	15+	$ 151.00
6	Structural Engineer	5-10	$ 129.00
7	Principal Engineer:	20+	$ 285.99
8	Senior Project Engineer:	15+	$ 151.00
9	Project Engineer:	5-10	$ 132.00
10	Engineering Technician:	7+	$ 120.95
11	Engineer In Training:	1-5	$ 116.00
12	Enviromental Planner:	10+	$ 151.00
13	Transportation Planner:	10+	$ 151.00
14	Senior QA/QC Manager:	15+	$ 248.96
15	QA/QC Manager:	5-10	$ 163.00
16	Estimator:	10+	$ 154.77
17	Surveyor	5+	$ 151.00
18	CADD Operator:	5+	$ 105.00
19	GIS Operator:	5+	$ 116.96
20	Administrative / Clerical:	5+	$ 103.02

ITEM#	Reimbursable Costs	
21	Mileage	Current IRS approved rate
22	Sub Consultants (If applicable)	Cost + 10%
23	Travel (If Applicable)	$155 per day or current USGSA approved rate
24	Per Diem (If applicable)	Actual cost

Notes:

1. Billing rates shall be fully burdened and include labor, overhead, and profit.
2. Item number must be included in all proposals related to this contract.
3. A complete list of miscellaneous expenses shall be attached to this proposal if available.
4. All charges, including miscellaneous items must be approved in advance by the City PM.
5. The consultant shall not begin any additional services not outlined in the approved proposal until a new purchase order increase is provided.
6. The rates on this schedule shall be in effect for two years from the contract execution date. For task orders that remain active beyond the contract expiration date, the consultant may request an hourly rate increase of 2.5% every two years following the original contract end date.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall 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 and Construction Management 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 the design phases of 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 a 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 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

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

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

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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 Consultant 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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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 AND DELIVERABLE SCHEDULES

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.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

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 bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting 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/Consultant 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. 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 Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

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 City. 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

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within 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 **10 copies** of any required documents and opinion of probable construction costs shall be submitted within 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 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 **10 copies** the required documents and services shall be submitted within 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 **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy**of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"
Insurance

Client#: 1141690 MORENCAR7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/08/2021

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	CONTACT NAME:	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Lloyds Insurance Company	38253
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Moreno Cardenas, Inc.
2505 E. Missouri, Suite 100
El Paso, TX 79903

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	
A	X COMMERCIAL GENERAL LIABILITY			65SBAGB8395	11/19/2020	11/19/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			65SBAGB8395	11/19/2020	11/19/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			65SBAGB8395	11/19/2020	11/19/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			0001185302	11/19/2020	11/19/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab Claims Made & Reported Pol			DPR9969469 Retro:12/17/92	12/17/2020	12/17/2021	$3,000,000 per claim $3,000,000 annl aggr.	

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

The General Liability, Auto Liability and Workers Compensation policy(s) provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The General Liability and Auto Liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. Umbrella follows form.
(See Attached Descriptions)

CERTIFICATE HOLDER

City of El Paso
218 N. Campbell, 2nd 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

James E. Zimmerman

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ATTACHMENT "F"

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor 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 contractor 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.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

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Contributor / Donor Information:

Full Name	Ruben Chavez
Business Name	CEA Group
Agenda Item Type	Solicitation #2025-0327R On Call Professional Services - Civil Engineering
Relevant Department	Capital Improvement Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

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OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor	Hon. Renard Johnson	$2,500
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Ruben Chavez Digitally signed by Ruben Chavez Date: 2025.05.20 13:34:33 -06'00' Date: 5-16-25

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

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Contributor / Donor Information:

Full Name	Zina Schwartz
Business Name	Consor Engineers, LLC
Agenda Item Type	Solicitation #2025-0327-R On-Call Civil Engineering Services
Relevant Department	Capital Improvements Department

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Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

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Signature: _____ Date: May 7, 2025

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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Contributor / Donor Information:

Full Name	Floyd Johnson
Business Name	Huitt-Zollars, Inc.
Agenda Item Type	
Relevant Department	

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Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

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Signature: _____ Date: June 16, 2025

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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Contributor / Donor Information:

Full Name	Brian Klaes ($250.00) & Christina Klaes ($250.00)
Business Name	Not Applicable
Agenda Item Type	District 3 Campaign Contribution
Relevant Department	District 3

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

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OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3	Deanna Maldonado Rocha	$500.00
District 4		
District 5		
District 6		
District 7		
District 8		

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Signature: _____ Date: 5/19/25

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Contributor / Donor Information:

Full Name	AECOM Technical Services Inc.
Business Name	ATS
Agenda Item Type	NA
Relevant Department	NA

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Signature: Herman, Reggie Digitally signed by Herman, Reggie DN: cn=Herman, Reggie, ou=USDAL6, email=reggie.herman@aecom.com Date: 2025.05.19 08:54:43 -05'00' Date: 05-19-25

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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Contributor / Donor Information:

Full Name	Marvin Gomez
Business Name	GRV Integrated Engineering Slutions
Agenda Item Type	2025-0327R On-Call Civil Engineering
Relevant Department	Capital Improvements

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

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Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

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Signature: Marvin Gomez Date: 5/10/2025

City of El Paso
Capital Improvement Department

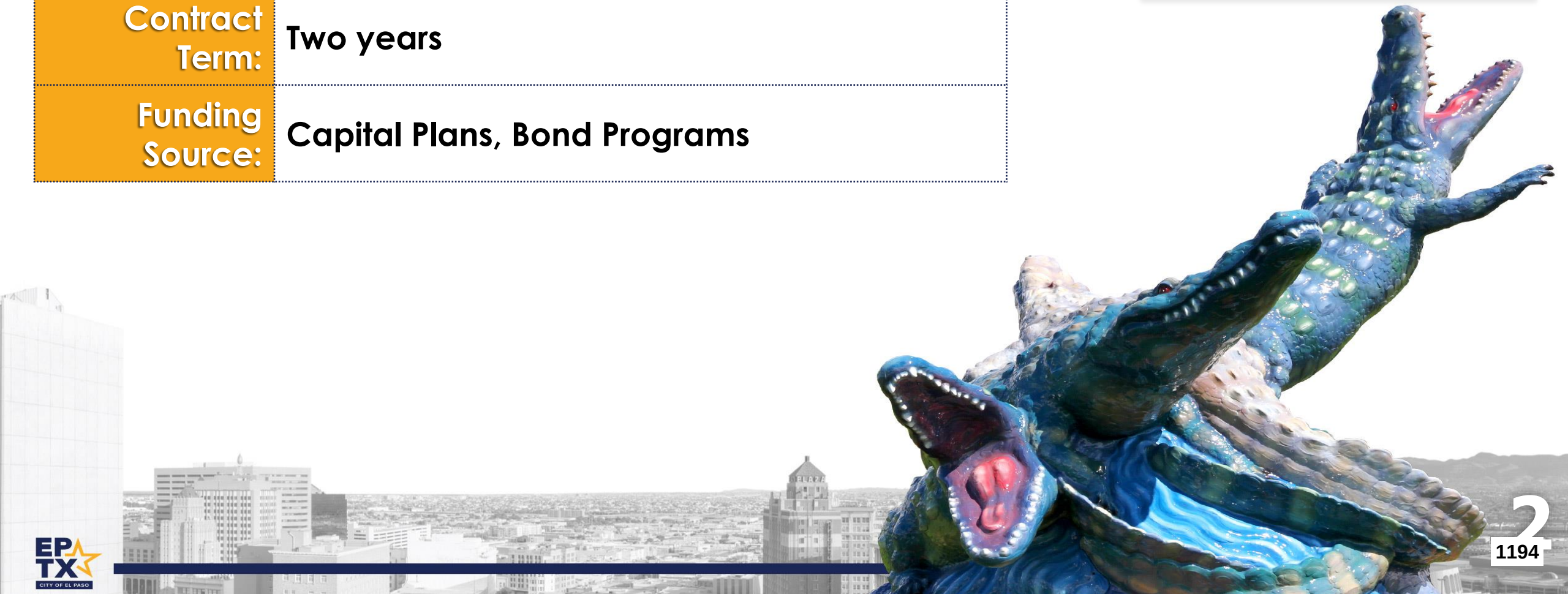
Solicitation# 2025-0327R On-Call - Civil Engineering Services

August 5, 2025

Strategic Plan Goal:
7) Enhance and Sustain El Paso's Infrastructure Network

Project Details

Contract Value:	$750,000 per contract
Contract Term:	Two years
Funding Source:	Capital Plans, Bond Programs



Contract Scope of Work

This contract will be used on an on-call basis for civil engineering services and may include, but are not limited to:

- Project design
- Errors and Omissions on Design
- Planning
- Cost estimates
- Design Analysis
- Technical Specifications
- ADA compliance and requirements
- Geometric improvements
- Building Permits, Special Permits, or Other Land Use Permits
- Utility Coordination
- Traffic and pedestrian control plan and analysis, etc.
- Construction Sequencing Plans and Schedules



Procurement Summary

- **Request for Qualification advertised on February 7, 2025**
  - 16 firms submitted statements of qualifications
- **Recommended Actions**
  - **To award contract to the following consultants:**
    - Atlas Technical Consultants, LLC
    - CEA Engineering Group, Inc.
    - Consor Engineers, LLC
    - GRV Integrated Engineering Solutions, LLC
    - Huitt-Zollars, Inc.
    - Moreno Cardenas, Inc.

Contract Amount: On Call Agreement will be for an amount not to exceed Seven Hundred and Fifty Thousand and No/100 Dollars ($750,000.00) per contract.



Recommended Council Action

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform civil engineering services on a task by task basis by and between the by City of El Paso and each of the following six (6) consultants:

1. Atlas Technical Consultants, LLC
2. CEA Engineering Group, Inc.
3. Consor Engineers, LLC
4. GRV Integrated Engineering Solutions, LLC
5. Huitt-Zollars, Inc.
6. Moreno Cardenas, Inc.

Each On-Call Agreement will be for an amount not to exceed $750,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed $50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project.



MISSION

Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

File #: 25-940, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 3
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate the listed budget transfer to utilize Investment Interest funds to set up budget for the Cedar Grove Subdivision Improvements project.

Project	Fund	Amount
Cedar Grove Subdivision Improvement	4740	$166,597.35
Cedar Grove Subdivision Improvement	4741	$475,964.53
Cedar Grove Subdivision Improvement	4743	$345,307.37

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

DEPARTMENT: Capital Improvement Department

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Gilbert Guerrero **PHONE NUMBER:** 915-212-1803

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL:
Goal 6 - Set the standard for sound governance and fiscal management

SUBGOAL:
Goal 7 - Enhance and sustain El Paso's Infrastructure Network

SUBJECT:

Discussion and action on a resolution that the City Manager, or designee, be authorized to effectuate the listed budget transfer to: utilize Investment Interest funds to set up budget for the Cedar Grove Subdivision Improvements project.

BACKGROUND / DISCUSSION:

Section 7.3D of the City Charter requires a budget to be adopted by resolution no later than August 31st of each year.

Authorization to use investment interest funds from the 2013 Street Infrastructure, 2017 Capital Plan, and 2018 Capital Plan to establish the budget for the Cedar Grove Subdivision Improvements project. This project will address and remediate select depressions within the Cedar Grove subdivision, which are primarily caused by the presence of heavy clay soils and a deteriorating storm drain system.

COMMUNITY AND STAKEHOLDER OUTREACH:

NA

PRIOR COUNCIL ACTION:

In June 2012, City Council approved the 2013 Street Infrastructure Bond totaling $218,400,000
In August 2017, City Council approved the 2017 CIP Plan totaling $71,500,000
In December 2017, City Council approved the 2018 CIP Plan totaling $76,735,148

AMOUNT AND SOURCE OF FUNDING:

2013 Street Infrastructure - $166,597.35
2017 Capital Plan - $475,964.53
2018 Capital Plan - $345,307.37

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NA

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Yvette Hernandez for Gilbert Guerrero

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, on August 20, 2024, pursuant to Section 7.3D of the City of El Paso Charter, the City Council approved the FY2025 City budget by resolution ("FY2025 Budget Resolution"); and

WHEREAS, Paragraph 6 of the FY2025 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department in an amount not to exceed $10,000; and

WHEREAS, in accordance with Paragraph 6 of the FY2025 Budget Resolution, budget transfers between departments and/or non-enterprise department funds exceeding $10,000 require City Council approval; and

WHEREAS, the Capital Improvement Department requires a budget transfer in excess of $100,000, which in accordance with Paragraph 6 of the FY2025 Budget Resolution, requires City Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT, the City Manager, or designee, be authorized to effectuate the listed budget transfer to utilize 2013 Street Infrastructure, 2017 Capital Plan, and 2018 Capital Plan Investment Interest funds for the new Cedar Grove Subdivision Improvements Project as referenced below:

Project	**Fund**	**Amount**
Cedar Grove Subdivision Improvement	4740	$166,597.35
Cedar Grove Subdivision Improvement	4741	$475,964.53
Cedar Grove Subdivision Improvement	4743	$345,307.37

APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
Yvette Hernandez, P.E., City Engineer
Deputy City Manager

City of El Paso
Capital Improvement Department

Cedar Grove Subdivision Improvements

August 5, 2025

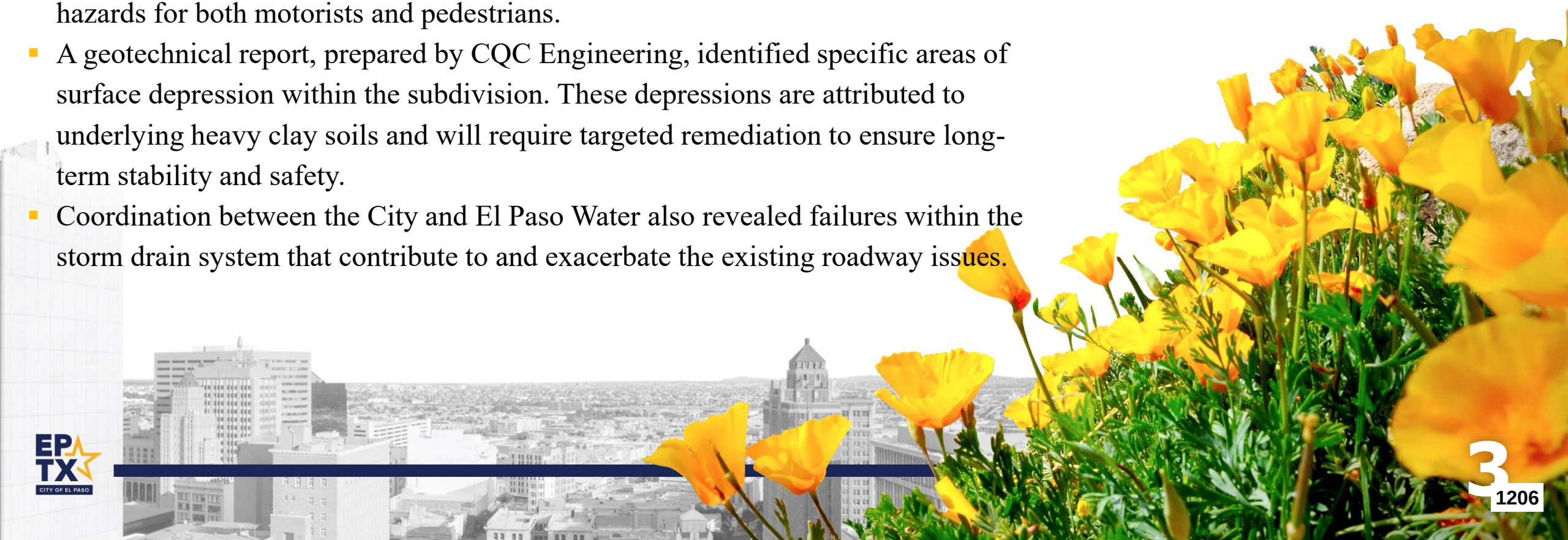
Cedar Grove Subdivision Improvements

Location:	South Carolina Dr. and Alpha Ave.
District(s):	3
Total Budget:	$987,869.25
Funding Source:	2013 Street Infrastructure Investment Interest Fund 2017 Capital Plan Investment Interest Fund 2018 Capital Plan Investment Interest Fund



Cedar Grove Subdivision Improvements - Background

- Residents of Cedar Grove Subdivision have raised concerns regarding the deteriorating condition of roadways within the neighborhood. Specifically, surface depressions and uneven pavement have been reported, posing potential safety hazards for both motorists and pedestrians.
- A geotechnical report, prepared by CQC Engineering, identified specific areas of surface depression within the subdivision. These depressions are attributed to underlying heavy clay soils and will require targeted remediation to ensure long-term stability and safety.
- Coordination between the City and El Paso Water also revealed failures within the storm drain system that contribute to and exacerbate the existing roadway issues.



Cedar Grove Existing Conditions





Cedar Grove Existing Conditions





Scope of Work

- The recommended course of action includes
  - Storm drain repairs
  - Select soil remediation
  - HMAC and base course repairs
  - Replacement of ADA sidewalks and driveways
  - Subdivision pavement seal coat

Recommendation

- The authorization of budget transfer to utilize investment interest funds to set up the budget for the Cedar Grove Subdivision Improvements.



MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Ruben Chavez
Business Name	CEA Group
Agenda Item Type	Solicitation #2025-0327R On Call Professional Services - Civil Engineering
Relevant Department	Capital Improvement Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☐ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☑ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor	Hon. Renard Johnson	$2,500
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Ruben Chavez Digitally signed by Ruben Chavez Date: 2025.05.20 13:34:33 -06'00' Date: 5-16-25