

**CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM**



DEPARTMENT / COUNCIL OFFICE:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

AGENDA ITEM:

ISSUE STATEMENT:

BACKGROUND:

COUNCIL OPTIONS:

COMMITTEE REVIEW AND/OR RECOMMENDATION:

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

RELATED CITY POLICIES:

PRIOR COUNCIL ACTION:

LEGAL REVIEW:

Legal counsel reviewed as a part of Council packet

Legal counsel reviewed in advance of packet as an individual item

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

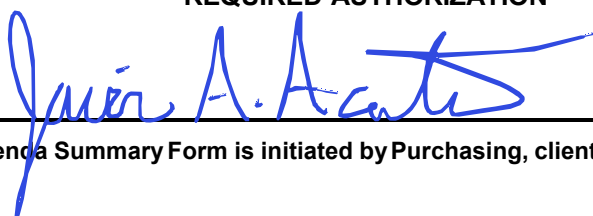
NAME	AMOUNT (\$)

ATTACHMENTS:

FOR MORE INFORMATION:

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

SIGNATURE:



(If Agenda 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 an Agreement for Professional Services by and between the City of El Paso and Terracon Consultants, Inc., for a project known as “2026-0264R Geotechnical & Material Testing Services for the Eastside Regional Park Phase 2 Project” for an amount not to exceed \$91,747.00; that the City Engineer is authorized to approve additional Basic Services and reimbursables in an amount not to exceed \$50,000.00 and is authorized to approve Additional Service in an amount not to exceed \$50,000.00, if such Basic and Additional Services are necessary for proper execution of the Project and the increased amounts are within the Project budget, for a total budget of \$191,747.00; and that the City Manager, or designee, is authorized to establish the funding source and make necessary budget transfers and execute all documents necessary for execution of the Agreement.

APPROVED THIS _____ DAY OF _____ 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

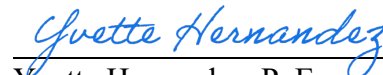
Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P. E.
Capital Improvement Department



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

EVALUATION COMMITTEE SCORESHEET SUMMARY

**SOLICITATION #2026-0264R
 GEOTECH & MATERIAL TESTING SERVICES FOR THE ERP PH 2 PROJECT**

CONSULTANT	HJV	LOI	PSI	TERRACON	WSP
Rater 1	81	88	76	87	87
Rater 2	57	65	64	68	62
Rater 3	81	85	83	87	85
Total Rater Scores	219	238	223	242	234
References	6.6	3.14	3.3	6.2	10
Overall Score:	225.6	241.14	226.3	248.2	244
	5	3	4	1	2

Rankings	Consultant
1	TERRACON
2	WSP
3	LOI

Rankings	Consultant
4	PSI
5	HJV

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made on this ____ day of _____, 2026 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 Terracon Consultants Inc., a Delaware 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 professional services for the project known as “**2026-0264R Geotechnical & Material Testing Services for the Eastside Regional Park Phase 2 Project**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner’s professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner’s requirements for each Project’s the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as “as-built” drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner’s representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner’s policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$91,747.00** or all basic services and reimbursables performed pursuant to this Agreement.

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

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

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

3.2 CONSULTANT’S SERVICES. The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment “A”**.

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

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

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

3.4 INTENTIONALLY DELETED.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “A”** and the Notice to Proceed.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate

remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
 \$1,000,000.00 Per Occurrence
 \$1,000,000.00 Products/Completed Operations
 \$1,000,000.00 Personal and Advertising Injury

- b) **AUTOMOBILE LIABILITY**
 Combined Single Limit
 \$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant’s sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,00.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant’s Insurance Policies, with the exception of Workers’ Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “E”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER’S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT’S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY’S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant’s sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws

of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project shall apply, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner.

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project shall apply, **including but not limited to:**

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the

commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is

in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant’s office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this

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

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


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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

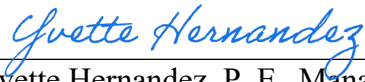
Dionne Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P. E., Managing Director
Capital Improvement

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 20____, by Dionne Mack, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

CONSULTANT:

By: 

Name: Ruben Solis

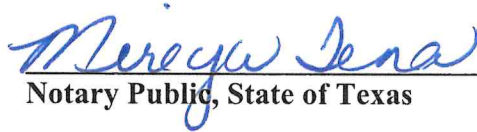
Title: Operations Manager

ACKNOWLEDGEMENT

THE STATE OF Texas §

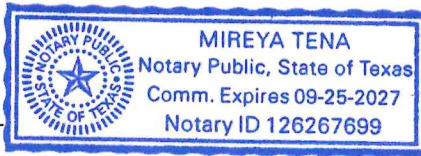
COUNTY OF El Paso §

This instrument was acknowledged before me on this 5th day of May, 2021, by Ruben Solis, Operations Manager, on behalf of Consultant.


Notary Public, State of Texas

My commission expires:

9.25.27



ATTACHMENT "A"
SCOPE OF SERVICES



6460 Hiller Street, Suite A
El Paso, Texas 79925
P (915) 778-5233
Terracon.com

April 7, 2026

City of El Paso
c/o Capital Improvement Department
218 N. Campbell St., Basement Level
El Paso, Texas 79901

Attn: Mr. Vicente Gomez
Engineering Associate

**Re: Cost Estimate for Materials Testing Services
COEP Eastside Regional Park - Phase II
13501 Jason Crandall Drive,
El Paso, TX 79938
Terracon Cost Estimate Number PAU261029.Revision1**

Dear Mr. Gomez:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on professional qualifications to provide materials testing services for the above referenced project in El Paso, Texas. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

Our presence on this project, and commitment to responsive quality services will make Terracon a valuable asset to the project.

Terracon provided geotechnical engineering services for the project in 2018 (Terracon Project No. AU185018). As such, we believe our experience, work on the project as the Geotechnical Engineer, and commitment to responsive quality service will continue to make Terracon a valuable asset to the project.

Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon, and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

Quality

Our facilities are accredited by USACE and AASHTO, and our staff is qualified to meet the following standards:

Cost Estimate for Materials Testing Services

COEP Eastside Regional Park - Phase II ■ El Paso, Texas
April 7, 2026 ■ Terracon Cost Estimate No. PAU261029.Revision1



- ASTM C1077 – for testing concrete and concrete aggregates.
- AASHTO R18 – for establishing and maintaining a quality system in testing laboratories.
- ASTM E329 – for inspection and testing during construction.
- ASTM D3740 – for testing soil and rock used in engineering and construction projects.

In addition to meeting these standards, Terracon is committed to delivering high-quality work and providing reliable, on-time results.

1.0 PROJECT INFORMATION

The project site is located at 13501 Jason Crandall Drive, in El Paso, Texas. The project is planned to consist of new park, approximately 650,000 square feet of area. The construction will include car parking, food truck parking, sidewalks, landscaping, shelters, restrooms, athletic fields, bleachers, bike racks and other site amenities to support the following:

1. Four (4) softballs fields including dugout shelters.
2. Eight (8) pickballs courts.
3. Two (2) pickballs courts – Alternate No. 1
4. Two (2) handball courts - Alternate No. 2
5. Two (2) sand volleyball courts - Alternate No.
6. Two (2) basketball courts - Alternate No. 4

The restroom building, rental and food court pavilion, picnic area, dugout and bleachers have approximate footprint areas that range from approximately 220 to 7,500 square feet. The building is planned to be constructed of concrete unit masonry units (CMU). In addition, the building, pavilion, picnic, dugout and bleacher areas will be supported on shallow foundation systems consisting of continuous and spread/strip footings. The mentioned areas involves reinforced concrete at-grade slab that are planned to be supported over a range of 12 to 24 inches of properly compacted engineering fill.

The courts are planned to be constructed over post-tensioned slabs. The at-grade slabs will constructed underlain by over 24 inches of properly compacted engineering fill. The handball court will include a tilt-up wall panel that will be supported on shallow foundation system consisting of continuous footing.

The site work involves reinforced concrete and asphaltic concrete pavement system (rigid and flexible), sidewalks, dumpster enclosure, light and fence pole concrete bases, and utilities. In addition, the site work includes reinforced concrete retaining walls that range from approximately 3 to 8 feet in height, between baseball fields and courts.

Terracon was provided with the following construction documents for the preparation of this Cost Estimate.

- Architectural Project Plans prepared by In-Situ Architecture PLLC, dated September 23, 2024.

Cost Estimate for Materials Testing Services

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- Structural Project Plans prepared by HKN Engineers, Inc., dated September 23, 2024.
- Civil Project Plans prepared by Quantum Engineering Consultants Inc., dated March 3, 2025.
- Geotechnical Engineering report prepared by Terracon Consultants, Inc., dated May 22, 2018.

Please note that the construction schedule, Geotechnical Engineering report, and project drawings were not provided at the time of this cost estimate. **Terracon will gladly revisit the proposal once the project plans and specifications are available and received for our review.**

Revision 1 – On April 1, 2026, Mr. Vicente Gomez of the City of El Paso, requested that a personnel list (organizational chart) be included in the Cost Estimate, along with the corresponding hourly rates associated with to the executed Professional Services Agreement.

2.0 SCOPE OF SERVICES

Terracon proposes the following scope of services based on our communications with the client and our understanding of the documents provided.

2.1. Earthwork Observations and Testing

Provide an Engineering Technician to:

- Sample base course, engineered fill and existing subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318), Sieve Analysis with Percent Passing No. 200 Sieve (ASTM D422 & D1140), USCS Soil Classification (ASTM D2487), Moisture Density Relation (ASTM D1557).
- Observe proof rolling operations of the building pad and paving subgrades prior to placement of backfill or fill materials.
- Perform field compaction and moisture tests using the nuclear method (ASTM D6938) to evaluate the level of compaction and moisture content of the soil.

2.2. Cast-in-Place Concrete

Provide an Engineering Technician to:

- Sample fresh concrete and perform temperature, slump, and air content tests, (ASTM C1064, C143, C138 & C231) and cast 4" x 8" concrete specimens (ASTM C31).
- Cast one (1) set of five (5) cylinders per 50 cubic yards (assumed frequency) to represent cast-in-place concrete or fraction thereof of each concrete class placed in any one day.
- Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon can provide non-temperature-controlled ice chests upon request. Should alternate site curing

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facilities be required, we assume they will be provided by the general contractor or concrete supplier.

- Transport concrete specimens from the project site to our laboratory for final curing and later testing (ASTM C31); assuming site access will be available at time of pick up.
- Perform compressive strength tests of concrete cylinders at the designated test ages (ASTM C1231 & C39).

2.3. Masonry, Mortar and Grout

Provide an Engineering Technician to:

- Observe and document the mixing proportions of mortar and grout used during construction.
- Observe the reinforcing steel in Concrete Masonry Unit (CMU) walls and bond beams.
- Sample the fresh non-shrink grout during construction and cast grout cubes for compressive strength tests (ASTM C109). Terracon assumes that four (4) sets of (12) cubes will be required.
- Sample the fresh mortar during construction and cast cubes for compressive strength tests (ASTM C109 & C270). Terracon assumes that ten (10) set of (6) cubes will be required. **Note from ASTM C270:** *Physical properties of field sampled mortar shall not be used to evaluate compliance and are not intended as criteria to evaluate the acceptance or rejection of the mortar.*
- Sample the fresh grout during construction and cast grout prisms for compressive strength tests (ASTM C1019). Terracon assumes that six (6) sets of (4) prisms will be required.

2.4. Post-Tensioned Concrete Slabs

Provide an Engineering Technician to:

- Observe installed post tension cables and mild reinforcing steel prior to the concrete placement. Terracon recommends that this service be scheduled no later than the day prior to the concrete placement.
- Observe the stressing sequence, and document the post tensioning forces and elongation measurements. This information will be provided to the structural engineer of record for review and approval. Terracon recommends that the contractor obtain final approval from the structural engineer prior to cutting the ends of the post tension cables.
- Terracon requests that a copy of the approved shop drawings be provided a minimum of two days prior to the date of the concrete placement. This is to allow us time to prepare a detailed spreadsheet with the calculated elongation tolerances and stressing pressures required.

Cost Estimate for Materials Testing Services

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2.5. Post-Installed Anchor

Provide an Engineering Technician to:

- Observe and document the installation of bolts, rebar, and/or threaded rod including verification of materials, hole depth and diameter, cleanout, epoxy mixing and procedures and embedment depth in accordance with contract drawings and the manufacturers specifications and recommendations.

2.6. Structural Steel Observation

Provide a Certified Welding Inspector (CWI) to:

- Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
- Perform structural steel inspections in accordance with applicable AISC, AWS and project requirements. Please note, Terracon will provide these services using a subcontractor so a minimum charge of 6 hours per trip will be assessed.

2.7. Asphalt Pavement

Provide an Engineering Technician to:

- Sample asphalt materials during placement, prepare, and test the samples for asphalt content, gradation, bulk specific gravity of laboratory molded specimens, theoretical maximum specific gravity, and density (Tex-200, Tex-207, Tex-222, Tex-227, Tex-236 and Tex-241). We anticipate eight (8) samples of asphalt placed will be required.
- Perform in-situ nuclear density tests to assist in evaluating an asphalt rolling pattern.
- Perform in-situ nuclear density tests to evaluate the relative percent compaction of the asphalt at the frequency specified.

2.8. Project Management and Administration

- Coordinate field and laboratory testing.
- Communicate with Terracon Engineering Technicians, Contractor and Owner's site representative and meeting attendance.
- Review and distribute laboratory and field test reports.

Additional Services:

Should additional services be required, please contact us and we will issue a supplemental cost estimate (change order) outlining the additional work to be performed and the associated fees. To authorize us to begin work, you simply provide written authorization.

Cost Estimate for Materials Testing Services

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Mechanically Stabilized Earth (MSE) Walls:

This cost estimate excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate cost estimate prior to start of construction of the MSE walls. Please be advised that Terracon will only provide this service if allowed to do so on a full-time basis during wall construction.

Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

3.0 REPORTING

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed electronically within five business days. Client should provide Terracon with a distribution list prior to the beginning of the project. The list should include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

Compass



Compass is Terracon's latest client interfacing tool and elevates the way we do business. Terracon offers you the ability to view and interact with your testing data in a new way and is committed to using innovative techniques to deliver quality projects. Construction data is viewed by geographic location in relation to your project drawings as part of our seamless project delivery system. Within Terracon Compass, you can access our projects and their associated data, including environmental and geotechnical projects.

When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features and advantages of Compass include:

- Filters for Date Performed, Service Type and Test Result Status and intuitive test status designations.

Cost Estimate for Materials Testing Services

COEP Eastside Regional Park - Phase II ■ El Paso, Texas

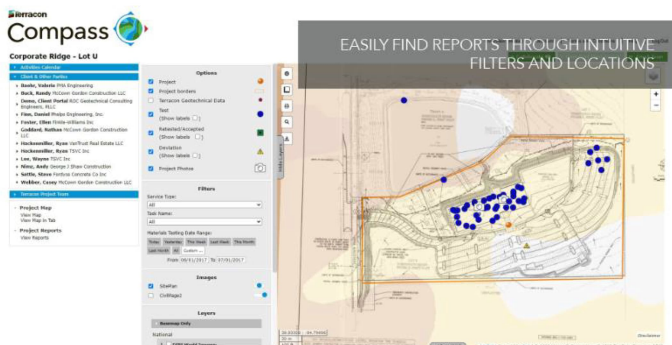
April 7, 2026 ■ Terracon Cost Estimate No. PAU261029.Revision1



- Augmented Testing Reports with In-Place Locations
- Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results.
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.
- Quicker turnaround of information and reports

Traditional methods of reporting and accessing results of your project's inspections,

testing, and observations are no longer sufficient for today's construction projects. With a large number of reports generated on a single project, you now have a solution to quickly find and view specific data to make timely, informed decisions for your project.



One of Terracon Compass' greatest strengths is that we curate your projects for your future. Terracon Compass shows

your team members an interactive map with locations of past and present projects to navigate geographically; or for those that prefer a tabular format, we have that option too. Either way, as you collaborate with Terracon, your team members will be able to build a library of past projects curated online through a secured login. That means a few years after completion, your team can readily find a final, signed deliverable.

Scheduling

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24-hour notice is required to properly schedule our services.

All services should be requested to our Dispatcher at (915) 603-5000 or by sending email at el Paso-scheduling@terracon.com. The dispatch office hours are from 8:00 AM to 5:00 PM Monday through Friday. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Services should not be scheduled through our field personnel.

Cost Estimate for Materials Testing Services

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Scheduling Retests

It is the responsibility of your representative to schedule re-tests in a like manner to scheduling our original services. Terracon shall not be held responsible for re-tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of re-testing.

4.0 COMPENSATION

Based on the project information available for our review, we propose an initial cost estimate of **\$91,747.00**. Services provided will be based on the unit rates included in the attached Cost Estimate. **Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.**

For services provided on an **"as requested"** basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 AM to 6:00 PM Monday through Friday, and all hours worked on weekends and holidays. A markup of 1.5 times the regular hourly rate will apply for services provided during overtime hours. All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

5.0 SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

6.0 TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project

Cost Estimate for Materials Testing Services

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documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7.0 AUTHORIZATION

We understand these services will be provided in accordance with the previously executed On Call Agreement for Professional Services, and the City of El Paso will provide written authorization. This cost estimate is valid only if authorized within sixty days from the listed cost estimate date.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,

Terracon Consultants, Inc.

(TBPE Firm Registration No. F3272)

Alfonso Bustillos
Project Manager

Rodolfo Rascon, Ph.D.
Materials Services Manager

Ruben Solis-Hernandez, P.E.
Operations Manager

Attachments:

- (1) Cost Estimate
- (2) Organizational Chart

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



CITY OF EL PASO 2025 ON CALL PROFESSIONAL SERVICES CONTRACT
SOLICITATION NO. 2025-0262R
TERRACON CONSULTANTS INC - UNIT PRICE SCHEDULE

Cost Estimate

Materials Testing Services
 COEP Eastside Regional Park - Phase II
 Terracon Cost Estimate No. PAU261029, Revision1

TASK NUMBER	DESCRIPTION	RATE	QUANTITY	UNIT	TOTAL	NOTES
Terracon Billing Codes (INVOICING PURPOSES)						
Terracon Billing Codes (INVOICING PURPOSES)		City of El Paso 2025 On-Call Professional Services Contract				
2.1	FIELD AND LABORATORY TESTING - SOIL					
2.1	Earthwork Observations and Testing					
2	Soil Test	\$ 60.00	20	test	\$ 1,200.00	
3	Nondestructive Tests	\$ 24.00	324	test	\$ 7,776.00	
8	Laboratory Compaction Characteristics (Modified)	\$ 250.00	8	test	\$ 2,000.00	
9	Oversized Particle Correction	\$ 59.00	8	test	\$ 472.00	
10	Sieve Analysis	\$ 83.50	8	test	\$ 668.00	
11	Atterberg Limits (3pt.)	\$ 75.00	8	test	\$ 600.00	
	Task Subtotal				\$ 12,716.00	
2.2	FIELD AND LABORATORY TESTING - CONCRETE					
2.2	Cast-in-Place Concrete					
16	Compressive Strength (Concrete)	\$ 35.00	250	test	\$ 8,750.00	4"x8" Concrete Cylinder sampling and testing
	Task Subtotal				\$ 8,750.00	
2.3	Masonry, Mortar and Grout					
17	Compressive Strength (Grout Prisms)	\$ 30.00	60	test	\$ 1,800.00	
18	Compressive Strength (2-in. cubes)	\$ 30.00	108	test	\$ 3,240.00	
	Task Subtotal				\$ 5,040.00	
Item #	PROFESSIONAL PERSONNEL / MISCELLANEOUS COST					
2.4	Post-Tensioned Concrete Slabs					
35	Post-Tension Inspector	\$ 130.50	36	hour	\$ 4,698.00	
	Task Subtotal				\$ 4,698.00	
2.5	Post-Installed Anchor					
36	Construction Materials Specialist	\$ 77.00	24	hour	\$ 1,848.00	
	Task Subtotal				\$ 1,848.00	
2.6	Structural Steel Observation					
39	Welding Inspector	\$ 131.00	50	hour	\$ 6,550.00	
	Task Subtotal				\$ 6,550.00	
Item #	Field and Laboratory Testing - ASPHALT					
2.7	Asphalt Pavement					
701	Reports	\$ 252.00	8	each	\$ 2,016.00	
702	Nondestructive Tests	\$ 28.00	64	each	\$ 1,792.00	
716	Asphalt Relative Density by Superpave Gyrotray Compactor	\$ 415.00	8	each	\$ 3,320.00	
25	Asphalt Extraction (Gradation)	\$ 160.00	8	each	\$ 1,280.00	
26	Theoretical Maximum Specific Gravity	\$ 120.00	8	each	\$ 960.00	
27	Asphalt Bulk Density	\$ 88.00	8	each	\$ 704.00	
28	Coring Technician	\$ 130.00	24	hour	\$ 3,120.00	
29	Special Equipment Charges (Daily)	\$ 195.00	10	day	\$ 1,950.00	
	Task Subtotal				\$ 15,142.00	
2.8	PROFESSIONAL PERSONNEL / MISCELLANEOUS COST					
2.8	Project Management and Administration					
30	Senior Level Engineer	\$ 210.00	8	hour	\$ 1,680.00	
32	Project Manager	\$ 121.00	30	hour	\$ 3,630.00	
36	Construction Materials Specialist	\$ 77.00	56	hour	\$ 4,312.00	
38	Soils Technician	\$ 65.00	120	hour	\$ 7,800.00	
38	Asphalt Technician	\$ 65.00	72	hour	\$ 4,680.00	
38	Concrete Technician	\$ 65.00	106	hour	\$ 6,930.00	
40	Administration	\$ 71.00	45	hour	\$ 3,195.00	
42	Trip Charge	\$ 43.00	112	day	\$ 4,816.00	
204	Miscellaneous Expense	Cost+10%		each		Does not include technician's travel time Rush Service Fee
	Task Subtotal				\$ 37,003.00	
Total					\$ 91,747.00	

CITY OF EL PASO 2025 ON CALL PROFESSIONAL SERVICES CONTRACT
SOLICITATION No. 2025-0262R
QUALITY MANAGEMENT ORGANIZATIONAL CHART

PROFESSIONAL PERSONNEL / MISCELLANEOUS		INDIVIDUAL	RATE
TERRACON BILLING CODES	ON-CALL CONTRACT		
Senior Level Engineer	Principal	Ruben Solis-Hernandez, P.E. Ivan Avelar, P.E.	\$ 210.00
Department Manager	Project Manager	Rodolfo Rason, Ph.D.	\$ 121.00
Project Management	Project Manager	Alfonso Bustillos Chinolla	\$ 121.00
Administration	Administrative Assistant	Blanca Jacquez Celina Barraza Jessica Martinez Mireya Tena	\$ 71.00
Post-Tension Inspector	Staff Engineer / Geologist / Specialist Level II	Carlos Miranda Charles Powers Enrique Saenz-Carrillo Irvin Mena-Delgado Noe Jordan	\$ 130.50
Construction Materials Specialist	Senior Field Technician	Alexander Trujillo Alberto Vasquez Frank De La Torre Jaime Silva Luis Chavira Pedro Marquez	\$ 77.00
Soils Technician, Asphalt Technician, Concrete Technician	Field / Lab Technician	Alejandro Moreno, Jr. Bryan Macias Cesar Marquez Daniel Hernandez-Carrillo Efren Lucero Isaac Gonzalez Gilbert Morales, Jr. Giovan Cruz Joshua Barrientos Patrick Lovell	\$ 65.00
Coring Technician	Coring Crew	Combination of Senior and Field Technician	\$ 130.00
Welding Inspector	Welding / Special Inspector	El Paso CWI & NDE "Subcontractor"	\$ 131.00

ATTACHMENT "C"
INTENTIONALLY DELETED

ATTACHMENT "D" PAYMENT SCHEDULE

For the project known as “**2026-0264R Geotechnical & Material Testing Services for the Eastside Regional Park Phase 2 Project**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed \$91,747.00 for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Payment to Consultant

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

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

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

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

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

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

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

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

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

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

DELIVERABLE SCHEDULE

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

