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

May 26, 2026
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: 838-757-065#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on May 26, 2026, 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

Attention: The Council will take a lunch break at approximately 12:30 p.m. - 1:00 p.m. unless otherwise decided by the Council.

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: 838-757-065#

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

MAYOR'S PROCLAMATIONS

Amistad 50th Anniversary

2026 TOP COPS Award: Officer Mark Perez & Officer Amairani Giner

NEBA: Small Business Impact

Interpreter Appreciation Day

National Apprenticeship Week

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 May 12, 2026, and the Work Session of May 11, 2026. **26-0638**

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 **26-0050**

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution 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. **26-0633**

District 5
Capital Improvement Department, Javier Acosta, (915) 212-0065
Capital Improvement Department, Gilbert Guerrero, (915) 212-0065

4. A Resolution that the City Manager is authorized to sign the Amendment to the Consent to Assignment Agreement by and between the City of El Paso ("City"), Consor Engineers, LLC ("Assignor"), and Consor North America, Inc. ("Assignee") to correct "Appendix 1" of the Consent to Assignment Agreement by adding an inadvertently omitted contract (Solicitation #2025- 0327R) to the list of assigned contracts. **26-0634**

All Districts
Capital Improvement Department, Javier Acosta, (915) 212-0065
Capital Improvement Department, Gilbert Guerrero, (915) 212-0065

5. A Resolution that the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform Mechanical and Engineering services on a task-by-task basis by and between the by City of El Paso and each of the following 3 consultants: **26-0636**

1. Bath Group, LLC
2. EMA Engineering & Consulting, Inc.
3. Parkhill, Smith & Cooper, Inc.

Each On-Call Agreement will be for an amount not to exceed $250,000.00.

All Districts
Capital Improvement Department, Javier Acosta, (915) 212-0065

Capital Improvement Department, Gilbert Guerrero, (915) 212-0065

CONSENT AGENDA - BOARD APPOINTMENTS:

6. Michael E. Grady to the City Accessibility Advisory Committee by Mayor Renard U. Johnson. **26-0611**

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

7. Sarah Catherine Brown to the Animal Shelter Advisory Committee by Representative Ivan Niño, District 5. **26-0649**

Members of the City Council, Representative Ivan Niño, (915) 212-0005

8. Alison Rivera to the City Accessibility Advisory Committee by Representative Josh Acevedo, District 2. **26-0657**

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

CONSENT AGENDA - NOTICE FOR NOTATION:

9. For notation only, P-Card Transactions for the period of March 21, 2026 to April 20, 2026 Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. **26-0618**

All Districts
Office of Management and Budget, Sasho Andonoski, (915) 212-1092

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

For notation pursuant to Section 2.92.080 of the City Code:

10. Receipt of campaign contributions by Joseph "Sam" Armijo, candidate for District 1, in the amount of $500.00 loan to campaign from Dr. J.S. Armijo. **26-0647**

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

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

11. Award of Change Order #4 for Solicitation 2024-0124N2 Job Order Contracting and Facilities Construction Contract, Veterans Pool Improvements to Noble General Contractors, LLC. for a total of $109,110.03. Approval will allow the City to proceed with additional scope of work to enhance the aesthetics and operational efficiency to the existing bathrooms. **26-0635**

District 4
Capital Improvement Department, Javier Acosta , (915) 212-0065
Capital Improvement Department, Jesus Palma, (915) 212-1835

CONSENT AGENDA - BIDS:

12. The award of Solicitation 2026-0155 Allison Proprietary Parts and Service to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC for a term of three (3) years for an estimated amount of $765,000.00. **26-0622**

Department:	Fire
Award to:	Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC
City & State:	Houston, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$255,000.00
Initial Term Estimated Award:	$765,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$765,000.00
Accounts:	322 - 1000 - 22090 - P2216 - 532080 322 - 1000 - 22090 - P2216 - 531180 322 - 1000 - 22090 - P2216 - 530040 532 - 3600 - 37020 - P3701- 531250
Funding Sources:	General Fund Lubricants Antifreeze Internal Service Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, 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.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Fire, Chief Jonathan P. Killings, (915) 212-5665

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. or shortly thereafter. 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. and on Friday, 8:00 a.m. to 12:00 p.m.

13. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Investor Edge Limited Co., for the purchase price of $840,500.00; Such real property legally described as: a portion of Lots 11 through 17, Block 5, Golden Hill Addition, addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 3, Page 35, Plat Records of El Paso County, Texas. **26-0612**

District 8
Real Estate Division, Mary Lou Espinoza, (915) 212-0825
Real Estate Division, Mandy Contreras, (915) 212-1874

PUBLIC HEARING WILL BE HELD ON JUNE 9, 2026

14. An Ordinance granting Special Permit No. PZST24-00019, to allow for a 67% parking reduction on the property described as Lots 17 through 21, Block 97, East El Paso Addition, 2928 Pershing Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. **26-0621**

Subject Property: 2928 Pershing Drive
Applicant: Jefferson Apartments, LLC
Case Number: PZST24-00019

District 2
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Saul J. G. Pina, (915) 212-1604

PUBLIC HEARING WILL BE HELD ON JUNE 23, 2026

15. An Ordinance changing the zoning of a portion of Tracts 1 through 17, Palmdale Acres, as filed in Volume 12, Page 9 of the plat records of El Paso County, Texas, and a portion of Vacated Dairy Road, Block 20, Ysleta Grant, 7321 North Loop Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-2 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0625**

Subject Property: 7321 North Loop Drive
Applicant: Farmers Select, LLC
Case Number: PZRZ25-00012

District 3
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON JUNE 23, 2026

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

16. An Ordinance amending El Paso City Code Title 9 (Health and Safety), Chapter 9.52 (Fire Prevention Code) to include the following local amendments to the 2021 International Fire Code under 9.52.030.20 Section 104.8.2 Technical Assistance and 9.52.030.21 Section 108.2 Inspections, the penalty being as provided in Section 9.52.030.12 (Violations and Penalties) of the El Paso City Code. **26-0600**

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665
Fire, Assistant Chief Bryan Silva, (915) 212-5125

17. An Ordinance amending El Paso City Code Title 18 (Building and Construction), Chapter 18.02 (Building and Construction Administrative Code), Section 18.02.107 (Inspections), Subsection 18.02.107.15 (Third Party Service Providers), to add provisions for third party fire plan review and inspection services. The penalty is as provided for in Section 18.02.115 and Section 9.52.030.17 of the El Paso City Code. **26-0599**

All Districts
Planning and Inspections, Tony De La Cruz, (915) 212-1589
Fire, Robert Arvizu, (915) 212-5607
Fire, Bryan Silva, (915) 212-5125

18. An Ordinance changing the zoning of the property described as a portion of Tract 11, The Duran and Rivas Resubdivision, 7912 North Loop Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, imposing a condition, and approving a Detailed Site Development Plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a restaurant use as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0441**

Subject Property: 7912 North Loop Dr.
Applicant: Javier Llamas
Case Number: PZRZ25-00024

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Luis F. Zamora, (915) 212-1552

19. An Ordinance changing the zoning of the North 59 feet of Tract 49 and the South 59 feet of the North 118 feet of Tract 49, Map of Sunrise Acres, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0511**

Subject Property: North of Edgar Park Ave. and west of Gateway South Blvd.
Applicant: Frank Padilla Jr.
Case Number: PZRZ25-00026

District 2

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

20. Discussion and action on a Resolution that the City of El Paso reappoints the following members to the Camino Real Regional Mobility Authority for the positions identified below, effective February 1, 2026: **26-0623**

- Monica L. Perez, Position 1, term expiring February 1, 2028.
- Christopher Lindner, Position 5, term expiring February 1, 2028

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

21. Discussion and action on a Resolution to authorize the expenditure of District 7 discretionary funds, in an amount not to exceed $845.00 for hygiene stations and an obstacle course for the 2026 Ralph T. Cloud-Bel Air Neighborhood Association Community Cookout at Ralph T. Cloud Park. **26-0650**

District 7
Members of the City Council, Representative Limón, (915) 212-0007

22. Discussion and action to adopt as a general policy direction of the City of El Paso that future development of hyperscale data centers should not be actively recruited, pursued, or incentivized due to their misalignment with the City's long-term sustainability and infrastructure resilience goals; that hyperscale data centers shall not be considered for tax abatements, rebates, permit fee waivers, public financing assistance, economic development grants, or similar economic development tools; and that the policy directions effectuated by this action remain in effect until and unless reversed by the City Council. Further, directing the City Manager to continue the ongoing process for the development of a future-focused Data Center Policy Framework for consideration by the City Council. **26-0656**

All Districts
Members of the City Council, Representative Chris Canales, (915) 212-0008

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

23. This presentation will provide an overview of the engagement process that informed the proposed updates to the Future Land Use Map. **26-0620**

All Districts
Urban Planning and Design Division, Kasi Schnell, (915) 235-0772
Urban Planning and Design Division, Alex Hoffman, (915) 212-1564

24. Management Update on a cross-functional team focused on anti-littering and illegal dumping for the City of El Paso. **26-0639**

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

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

25. Discussion and action on the award of Solicitation 2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program to the following suppliers: 1) The George E. Brown United States Mexico Foundation for Science, Inc., 2) National Center for Defense Manufacturing and Machining, 3) El Paso Community College District, 4) El Paso Community Foundation, 5) Alma Edilia Corona Garcia, 6) Laura P. Butler dba Pioneers 21 for the term of the grant for a total estimated amount of $9,467,394.15. **26-0632**

Department:	Strategic and Legislative Affairs
Item:	**Task 1**
Award to Supplier 1:	The George E. Brown United States Mexico Foundation for Science, Inc.
City & State:	Washington, DC
Award to Supplier 2:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$967,394.15
Item:	**Task 2**
Award to Supplier 1:	El Paso Community College District
City & State:	El Paso, TX
Award to Supplier 2:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$1,000,000.00
Item:	**Task 3**
Award to Supplier 1:	The George E. Brown United States Mexico Foundation for Science, Inc.
City & State:	Washington, DC
Award to Supplier 2:	El Paso Community Foundation
City & State:	El Paso, TX
Task Estimated Award:	$2,000,000.00
Item:	**Task 4**
Award to Supplier 1:	Alma Elidia Corona Garcia
City & State:	El Paso, TX
Award to Supplier 2:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$2,000,000.00
Item:	**Task 5**
Award to Supplier 1:	National Center for Defense Manufacturing

	and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$1,300,000.00

Item:	**Task 6**
Award to Supplier 1:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$900,000.00

Item:	**Task 7**
Award to Supplier 1:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Award to Supplier 2:	Laura P. Butler dba Pioneers 21
City & State:	El Paso, TX
Task Estimated Award:	$1,300,000.00

Total Estimated Award:	$9,467,394.15
Account(s):	105 - 2223 - 11505 - G0526BBBRC
Funding Source(s):	Strategic & Legislative Affairs Grants - Build Back Better Regional Challenge
District(s):	All

This was a Request for Proposals Procurement for new contracts.

The Purchasing and Strategic Sourcing and Strategic and Legislative Affairs Departments recommend award as indicated to 1) The George E. Brown United States Mexico Foundation for Science, Inc., 2) National Center for Defense Manufacturing and Machining, 3) El Paso Community College District, 4) El Paso Community Foundation, 5) Alma Edilia Corona Garcia, 6) Laura P. Butler dba Pioneers 21 the highest ranked offerors based on the evaluation factors established in the evaluation criteria for each task.

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.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Strategic and Legislative Affairs, Ian Voglewede, (915) 212-1299

26. Discussion and action on the award of Solicitation 2026-0201 Barricade Rental Services to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign for an initial term of three (3) years for an estimated amount of $1,368,008.00. The award also includes a two (2) year option for an estimated amount of **26-0617**

$912,005.34. The total contract time is for five (5) years for a total estimated amount of $2,280,013.34.

Department:	Streets and Maintenance
Award to:	Contractor's Barricade Service, Inc. dba Apache Barricade & Sign
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$456,002.67
Initial Term Estimated Award:	$1,368,008.00
Option Term Estimated Award:	$912,005.34
Total Estimated Award	$2,280,013.34
Account(s):	532 - 1000 - 32120 - 532030 - P3210
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance departments recommend award as indicated to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign, 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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Streets and Maintenance, Randy Garcia, (915) 212-7000

27. Discussion and action on the award of Solicitation 2026-0250 Preformed Street Markings to ~~Geveko Markings, Inc.~~ for an initial term of three (3) years for an estimated amount of $1,525,029.30. The award also includes a two (2) year option for an estimated amount of $1,016,686.20. The total contract time is for five (5) years for a total estimated amount of $2,541,715.50. **26-0619**

Department:	Streets and Maintenance
Award to:	Geveko Markings Inc.
City & State:	Gainesville, GA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years

Annual Estimated Award:	$508,343.10
Initial Term Estimated Award:	$1,525,029.30
Option Term Estimated Award:	$1,016,686.20
Total Estimated Award:	$2,541,715.50
Account(s):	532-1000-531220-32020-P3254.
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Geveko Markings 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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Streets and Maintenance, Randy Garcia, (915) 212-7005

28. Discussion and action on the award of Solicitation 2026-0090 Various Veterinary Supplies & Medication to the following suppliers: 1) MedFirst Healthcare Supply, Inc., 2) Patterson Veterinary Supply Inc, 3) Dr. M Ghumman dba Wholesale Medical Midwest, LLC. for a total estimated amount of $7,699,181.40. **26-0629**

Department:	Animal Services
Award to Supplier 1:	MedFirst Healthcare Supply, Inc.
City & State:	Wildwood, FL
Item(s):	Group IV: 32,34,37,38,39,40, 42,43,56,57, 58,62,65,67
Term:	3 Years
Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$160,947.00
Initial Term Estimated Award:	$482,841.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$482,841.00
Award to Supplier 2:	Patterson Veterinary Supply, Inc

City & State:	St. Paul, MN
Item(s):	Group I: 1,3,4,5,6,7,8,9,10,11,12,13,14,15,16, 17,18,19,20,21,22,24,25, 26,27,28,29, 30,31,32,33,34,35,36,37,38,39,40,41, 42,43,44,45,46,47,48,49,50,51,53,54, 55,56,57,58,59,60,61,62,63,64,65,66, 67,68,69,70,73 Group II: 1,2,3,4,5,7,8,9,10,11,12,13,14,15,16,17, 18,19,20,21,22,23,24,25,26,27,28,29,30, 34,35 Group III: 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16, 17,18,19,20,21,22,23,24,25,26,27,28, 29,30,31,32,33 Group IV: 1,2,3,4,5,6,7,8,9,10,11,12,14,15,16,18, 19,20,21,22,23,24,25,26,28,29,30,31,35, 36,41,44,45,46,47,48,49,50,51,52,53,59 60,66,68,69,70,71,72,73,74,75,76,77,78, 79
Term:	3 Years
Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$2,387,086.40
Initial Term Estimated Award:	$7,161,259.20
Option Term Estimated Award:	N/A
Total Estimated Award:	$7,161,259.20

Award to Supplier 3:	Dr. M Ghumman dba Wholesale Medical Midwest, LLC
City & State:	Hastings, NE
Item(s):	Group I: 23
Term:	3 Years
Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$18,360.40
Term Estimated Award:	$55,081.20
Option Term Estimated Award:	N/A
Total Estimated Award:	$55,081.20

Total Annual Estimated Award:	$2,566,393.80
Total Term Estimated Award:	$7,699,181.40
Total Option Term Estimated Award:	N/A
Total Estimated Award:	$7,699,181.40
Account(s)	225- 2580- 25120- 531120
Funding Source(s):	Special Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award as indicated to 1) MedFirst Healthcare Supply, Inc., 2) Patterson Veterinary Supply Inc, 3) Dr. M Ghumman dba Wholesale Medical Midwest, LLC the lowest responsive and responsible bidders.

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
Animal Services, Michael Wachsmann, (915) 212-8742

REGULAR AGENDA - OTHER BUSINESS:

29. Discussion and action on a Resolution that the City Manager be authorized to sign the First Amendment to the Mutual Aid Agreement by and between the City of El Paso and the United States Army Garrison (USAG), Fort Bliss, Texas, updating the area to which the City of El Paso will provide fire and emergency response during emergency conditions occurring within Fort Bliss properties. **26-0615**

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

30. Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer of $4,444,179.64 from 2019 Safety Bond Master Project to Fire Station 4, 18, 29, 30, 31 for design and construction services. **26-0627**

All Districts
Capital Improvement Department, Javier Acosta, (915) 212-1845
Office of Management and Budget, Sasho Andonoski, (915) 212-1092

31. Discussion and action on a Resolution authorizing the submission of a grant application to the United States Department of Transportation requesting funding through the Safe Streets and Roads for All Grant Program in an amount not to exceed $10,070,000.00 for the Safe Routes to Transit and Post-Crash Care Initiative including a 20% match from the City of El Paso, with such 20% match to be paid from the City's general fund, Vision Zero annual funding allocation. **26-0631**

All Districts
Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148
Capital Improvement Department, Ana Zendt, (915) 297-1558

32. Discussion and action on a Resolution that the City Manager, or designee, be authorized to reduce the remaining authorized but unissued amount for the 2019 Capital Plan by $889,056, as no additional Certificates of Obligation will be issued. This action will result in a net budget decrease of $212,046. The remaining amount will be covered by the bond issuance costs. Additionally, to authorize the transfer of funds in the 2018 Capital Plan from the PCPBALANCE **26-0643**

to the Sun City Lights Project in the amount of $212,046.

All Districts
Office of the Comptroller, Margarita Marin, (915) 212-1174
Office of Management and Budget, Sasho Andonoski, (915) 212-1092

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 WEDNESDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

http://www.elpasotexas.gov/

File #: 26-0638, **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 May 12, 2026, and the Work Session of May 11, 2026.

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

May 12, 2026
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

9:00 A.M. PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Freeway Lady Keglers International Friendship Bowling Tournament

20th Anniversary of the Medical Center of the Americas Foundation

50th Anniversary - Eastwood's 1976 State Champions Day

Police Week (2026)

Celebration of Bagpipes IV Day

10:00 AM ROLL CALL

The City Council of the City of El Paso met on the above time and date. The meeting was called to order at 10:06 a.m. Mayor Renard Johnson was present and presiding, and the following Council Members answered roll call: Alejandra Chávez. Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.

INVOCATION BY EL PASO POLICE CHAPLAIN, RABBI LEVY GREENBERG

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

The following members of the public commented:

1. Mr. Miguel Escoto - Item 29
2. Mr. Jay Mania, - Item 29
3. Ms. Lupe Lucero - Item 32
4. Ms. Ilene Diaz de Leon - Item 32
5. Ms. Claudia Contreras Siller - Item 32
6. Ms. Celia Lopez - Item 32
7. Mr. Carlos Saenz - Item 34
8. Ms. Julia Kirton - Item 34
9. Ms. Teodora Hug - Item 34

10. Ms. Jessica Kell - Item 34
11. Ms. Evone Rosales - Item 34
12. Ms. Guillermina Campos - Item 34

……

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

……

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Claudia Contreras Siller
3. Mr. Ron Comeau
4. Mr. Alfredo Arellano
5. Ms. Ashlee Candelaria
6. Mr. Carlos Saenz
7. Mr. Jesus Moreno
8. Mr. Daniel Reyes
9. Mr. Jay Mania
10. Mr. Sugat Borthakur
11. Ms. Mia Gonzalez
12. Mr. Miguel Escoto
13. Mr. Omar Galache

……

NOTICE TO THE PUBLIC

……

*Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, 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 {*}.)

Representative Fierro commented,

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 April 28, 2026, and the Work Session of April 27, 2026.

……

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**

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 $150,000.00 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, 2025 to August 31, 2027.

……..…….

4. *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 Mayor be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2025 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of $189,848.00. The funds received under the JAG program will be allocated $94,924.00, 50% to the County of El Paso, Texas, and $94,924.00, 50% to the City of El Paso, Texas.

That the City Manager or designee be authorized to sign any grant-related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting grant. No cash match or in-kind is required.

……..…….

5. *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 Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, El Paso Police Department, and the District Attorney of the 34th Judicial District, the attorney representing the State of Texas with felony jurisdiction in El Paso, Hudspeth and Culberson counties for the disposition of forfeited property in accordance with Chapter 59 of the Texas Code of Criminal Procedure.

……..…….

6. *RESOLUTION AMENDING SCHEDULE C FOR THE CITY OF EL PASO FY 2026 BUDGET RESOLUTION

WHEREAS, the City Council adopted the Budget Resolution for FY 2026 on August 19, 2025; and

WHEREAS, paragraph 43 of the Budget Resolution provides that revisions or additions to the fees set forth in Schedule C, attached to the Budget Resolution, may be approved by simple resolution of the City Council; and

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

That, Schedule C, attached to the FY 2026 Budget Resolution and effective September 1, 2025, is hereby amended, effective May 12, 2026, as set forth in Attachment A, to formally include the existing “AVI RFiD – Replacement Fee” and delete the “Tolls Charge, Empty Tractor, without Trailer, 2 or 3 axles – Pre-paid Fee” for the International Bridges Department.

ATTACHMENT A

FY 2026 Line No.	Department	Account	Fee Description	Detail	FY 2026 Adopted Fees	FY 2026 Revised Fees
287	International Bridges	420500	Toll for International Bridges	Tolls Charge, Empty Tractor, without Trailer, 2 or 3 axles - Pre-paid	Between $5.00 and $3.00	Delete
287	International Bridges	420500	Toll for International Bridges	AVI RFiD - Replacement Fee		$7.00

7. ***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 Manager, or designee, is authorized to sign a Landscape Maintenance Agreement between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation ("State"), whereby the City agrees to maintain landscape improvements on US 54, a non-controlled access state highway, limited to the portions of US 54 from Kenworthy Street to FM 2529 (McCombs Street), and State agrees to install landscape elements, including but not limited to trees, shrubs, irrigation systems, and hardscape features.

The following members of the public submitted statements, indicating their position on the item, to be entered into the record:

1. Mr. Kevin Floyd – Neutral
2. Mr. Marshall Carter-Tripp – In favor
3. Mr. Chris Cummings – In opposition
4. Mr. Robert Ardovino – Neutral
5. Mr. Eric Jones – In opposition
6. Mr. Chris Shields – In opposition
7. Ms. Rachel Aguilar – In opposition
8. Ms. Jennifer Shields – In opposition
9. Ms. Kitty Spalding – In opposition
10. Ms. Kym Hemley - Neutral

8. ***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 Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Consor North America, Inc. for a project known as "2025-0607R Architect and Engineering Services for Sun Valley Street Improvements Project" for an amount not to exceed $510,711.24; that the City Engineer is authorized to approve additional Basic Services and reimbursables for an amount not to exceed $50,000.00 and is authorized to approve Additional Services for an amount not to exceed $50,000.00 if such Basic and Additional Services are necessary for the proper execution of the Project and the increased amounts are within the Project budget for a total amount of $610,711.24; 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 the execution of the Agreement.

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

WHEREAS, on August 19, 2025, pursuant to Section 7.3(D) of the City of El Paso Charter, the City Council approved the FY2026 City Budget by resolution ("Budget Resolution"); and

WHEREAS, Schedule "C" of the FY2026 Budget is the department fee schedule for the City of El Paso; and

WHEREAS, the Planning and Inspections Department is requesting to amend the FY2026 Schedule "C" to include fees for third party plan review and inspections.

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 revisions, attached to this Resolution as Exhibit "A", for the Planning and Inspections Department.

Exhibit "A"

Planning and Inspections Department

Schedule "C" Amendment

Third Party Audit Fee – Commercial Projects	Plan review or inspection audits conducted by City staff for projects equal to or less than 12,000 square feet	$125.00 per hour per discipline (structural, electrical, fire, etc.) (Two hour minimum) plus applicable technology fee
Third Party Audit Fee - Commercial Projects	Plan review or inspection audits conducted by City staff for projects between 12,0001-750,000 square feet	$150.00 per hour per discipline (structural, electrical, fire, etc.) (Two hour minimum) plus applicable technology fee
Third Party Audit Fee - Commercial Projects	Plan review or inspection audits conducted by City staff for projects over 750,000 square feet	$200.00 per hour per discipline (structural, electrical, fire, etc.) (Two hour minimum) for the first two hours $225.00 per hour thereafter, plus applicable technology fee

CONSENT AGENDA – BOARD APPOINTMENTS:

10. *Motion made, seconded, and unanimously carried to **APPOINT** Robert Storch to the Capital Improvements Advisory Committee by Representative Chris Canales, District 8.

11. *Motion made, seconded, and unanimously carried to **APPOINT** Angelica Rodriguez to the City Accessibility Advisory Committee by Representative Ivan Niño, District 5.

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, LETICIA V. PARADA ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on November 30, 2021 in the amount of $9.01 (NINE DOLLARS AND 1/100 CENTS) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2021 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that LETICIA V. PARADA showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of $9.01 (NINE DOLLARS AND 1/100 CENTS) is approved.

……

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:

……

13. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Arturo R. Alluin, candidate for District 8, in the amounts of $500 from Richard De Santos, $500 from Elia Del Carmen Mares, $500 from Hector A. Barron, $2,000 from Pablo Duran, $2,000 from Tiffini Barraza, and $20,000 from Arturo R. Alluin.

……

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

……

14. *Motion made, seconded, and unanimously carried to **AWARD** Task Order #19V-1 for Solicitation 2021-0811 Job Order Contracting and Facilities Construction Contract, Asia Forest Skylight Roof Replacement to Veliz Construction, LLC. for a total award of $718,204.14.

……

15. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing to increase contract 2025-0429 Grounds Maintenance - City Facilities with Delta Pest Control & Lawn Service dba Delta Unlimited LLC. This change order will increase referenced contract by $29,500.00 for a total estimated amount not to exceed $841,375.00.

Department:	Streets and Maintenance
Supplier:	Delta Pest Control & Lawn Service dba Delta Unlimited LLC
City & State:	El Paso, TX
Current Contract Amount:	$811,875.00
Change Order Amount:	$29,500.00
Total Estimated Amount not to Exceed:	$841,375.00
Account(s):	532-1000-31040-P3120-522260
Funding Source(s):	General Fund

District(s): All

……

CONSENT AGENDA – BEST VALUE PROCUREMENTS:

……

16. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2026-0052 Scrap Tire Disposal Services to Tres Pesetas LLC for a term of three (3) years for an estimated amount of $346,125.00. The award also includes a two (2) year option for an estimated amount of $230,750.00. The total contract time is for five (5) years for a total estimated amount of $576,875.00.

Department:	Environmental Services
Award to:	Tres Pesetas LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$115,375.00
Initial Term Estimated Award:	$346,125.00
Option Term Estimated Award:	$230,750.00
Total Estimated Award:	$576,875.00
Account(s):	522040-334-34100-P3410 522040-334-34130-P3470
Funding Source(s):	Enterprise Fund
District(s):	All

This was a Low Bid Procurement.

The Purchasing & Strategic Sourcing and Environmental Services Departments recommend award as indicated to Tres Pesetas LLC the responsive and responsible bidder.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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.

……

CONSENT AGENDA – BIDS:

……

17. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2026-0129 Washing of Heavy-Duty Vehicles to ChemGiant, LLC. for an initial term of three (3) years for an estimated amount of $162,975.00. The award also includes a two (2) year option for an estimated amount of $108,650.00. The total contract time is for five (5) years for a total estimated amount of $271,625.00.

Department:	Streets and Maintenance
Award to:	ChemGiant, LLC.
City & State:	Anthony, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 years

Annual Estimated Award:	$54,325.00
Initial Term Estimated Award:	$162,975.00
Option Term Estimated Award:	$108,650.00
Total Estimated Award:	$271,625.00
Account(s):	532-3600-37020-531250-P3701
Funding Source(s):	Internal Service Fund - Equipment
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance departments recommend award as indicated to ChemGiant, 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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

……

The Regular City Council Meeting was **RECESSED** at 12:16 p.m. in order to convene the Mass Transit Department Board Meeting.

The Regular City Council Meeting was **RECONVENED** at 12:29 p.m.

……

The Regular City Council Meeting was **RECESSED** at 12:30 p.m. for lunch.

The Regular City Council Meeting was **RECONVENED** at 1:32 p.m.

……

REGULAR AGENDA – FIRST READING OF ORDINANCES:

……

Motion made by Representative Limón, seconded by Representative Fierro, 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, Niño, Fierro, and Limón
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Boyar Trejo, and Canales

……

18. An Ordinance changing the zoning of a portion of Tract 6, Laura E. Mundy Survey No. 237, City of El Paso, El Paso County, Texas, from R-5/c (Residential/conditions to C-3/c (Commercial/conditions) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: East of Desert North Boulevard and North of Transmountain Road
Applicant: EP Transmountain Residential, LLC
Case Number: PZRZ25-00023

……

19. An Ordinance changing the zoning of Lots 1 through 10, Block 28, Alexander Addition, 1401 N. Mesa Street, City of El Paso, El Paso County, Texas from A-3 (Apartment) to C-1

(Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 1401 N. Mesa Street
Applicant: Dirty Freddy, LLC
Case Number: PZRZ25-00031

……

20. An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tracts 2A6, 2A6B, 2C2 and 2B2, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial and/or Railyards.

Subject Property: Generally Southeast of Americas Ave. and Northeast of North Loop Dr.
Applicant: Ben L. Ivey, LTD.
Case Number: PLCP26-00001

……

21. An Ordinance changing the zoning of Tracts 2A6, 2A6B, 2C2 and 2B2, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas from A-O/sc (Apartment/Office/special contract) to C-4/sc (Commercial/special contract). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: Generally Southeast of Americas Ave. and Northeast of North Loop Dr.
Applicant: Ben L. Ivey, LTD
Case Number: PZRZ25-00029

……

22. An Ordinance changing the zoning of Tract 17-C-119, Section 8, Block 79, Township 3 Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-1 (Commercial), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: Generally North of Vista del Sol Dr. and West of Joe Battle Blvd.
Applicant: Hammeum, LLC
Case Number: PZRZ26-00005

……

PUBLIC HEARINGS WILL BE HELD ON JUNE 9, 2026, FOR ITEMS 18 THROUGH 22

……

23. An Ordinance amending El Paso City Code Title 9 (Health and Safety), Chapter 9.52 (Fire Prevention Code) to include the following local amendments to the 2021 International Fire Code under 9.52.030.20 Section 104.8.2 Technical Assistance and 9.52.030.21 Section 108.2 Inspections, the penalty being as provided in Section 9.52.030.12 (Violations and Penalties) of the El Paso City Code.

……

24. An Ordinance amending El Paso City Code Title 18 (Building and Construction), Chapter 18.02 (Building and Construction Administrative Code), Section 18.02.107 (Inspections), Subsection 18.02.107.15 (Third Party Service Providers), to add provisions for third party fire plan review and inspection services. The penalty is as provided for in Section 18.02.115 and Section 9.52.030.17 of the El Paso City Code.

……

PUBLIC HEARING WILL BE HELD ON MAY 26, 2026, FOR ITEMS 23 AND 24

……

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

……

25. **ITEMS 25 AND 26 WERE PRESENTED TOGETHER**

ORDINANCE 019870

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO EP ARIAH PROPERTIES, LLC FOR THE PURCHASE PRICE OF $799,129.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOT 26, BLOCK 3, KEYSTONE BUSINESS PARK, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76, PAGE 83, 83A, AND 83B, PLAT RECORDS OF EL PASO COUNTY, TEXAS.**

Ms. Mary Lou Espinoza, Capital Assets Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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**.

……

26. **ORDINANCE 019871**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO EP ARIAH PROPERTIES, LLC FOR THE PURCHASE PRICE OF $352,531.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOT 25, BLOCK 3, KEYSTONE BUSINESS PARK, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76, PAGE 83, 83A, AND 83B, PLAT RECORDS OF EL PASO COUNTY, TEXAS.**

Ms. Mary Lou Espinoza, Capital Assets Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Boyar Trejo, 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 019872

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00013, TO ALLOW FOR A SIDE SETBACK REDUCTION ON THE PROPERTY DESCRIBED AS LOT 20, BLOCK 52, INDIAN RIDGE UNIT 11, 3305 HIAWATHA DR., CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Mr. Luis Zamora, Planning and Inspections Chief Planner and Zoning Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following city staff members commented:

- Mr. Daniel Chavira, Building and Permitting Development Program Manager
- Mr. Kevin Smith, Planning and Inspections Assistant Director

The following members of the public commented:

1. Mr. Arturo Ramirez
2. Ms. Marisan Ramirez

Motion duly made by Alternate Mayor Pro Tempore Fierro, 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 Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: Representatives Chávez, Acevedo, and Maldonado-Rocha

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 019873

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF ALL OF LOTS 1-16 AND 21-32, AND THE VACATED ALLEY IN BLOCK 72, COTTON ADDITION, 210 LEE STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM M-1 (LIGHT MANUFACTURING) TO C-4 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Mr. Luis Zamora, Planning and Inspections Chief Planner and Zoning Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Canales commented.

The following members of the public commented:

1. Mr. Paul Dipp
2. Mr. John F. Cook
3. Mr. Blake Barrow
4. Mr. Frank Larios
5. Mr. Tanny Berg - submitted a statement of support to be entered into the record
6. Mr. Frank Larios - submitted a statement of support to be entered into the record

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, 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**.

……..…….

29. ORDINANCE 019874

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 18 (BUILDING AND CONSTRUCTION), CHAPTER 18.46 (LANDSCAPE) OF THE EL PASO CITY CODE, BY DELETING CHAPTER 18.46 (LANDSCAPE) IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 18.46 (LANDSCAPE) IN ITS PLACE, THE PENALTY BEING AS PROVIDED IN SECTION 18.46.140 (VIOLATIONS-PENALTY) OF THE EL PASO CITY CODE.**

Mr. Tony De La Cruz, Building Permits and Inspections Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Acevedo, Fierro, Limón, and Canales commented.

Ms. Karla Nieman, City Attorney, commented.

Mr. Richard Dayoub, citizen, commented.

1ST MOTION
Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Limón, to **POSTPONE** the public hearing for **TWO WEEKS.**

AYES: Representative Acevedo
NAYS: Representatives Chávez, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
THE MOTION FAILED.

2ND AND FINAL MOTION
Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, 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, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: Representative Acevedo

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

……..…….

30. ORDINANCE 019875

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM (TAX RESALE) DEED CONVEYING ALL RIGHT, TITLE AND INTEREST TO MIGUEL GALLO, TO THE FOLLOWING AND DESCRIBED PARCEL: 1.0 ACRE OUT OF TRACT 5 NKA TRACT 5Y, BLOCK 11 LOWER VALLEY SURVEYS, BEING MORE PARTICULARLY DESCRIBED AS PARCEL A IN VOLUME 420, PAGE 1306, DEED RECORDS OF EL PASO COUNTY, TEXAS IN ACCORDANCE WITH SECTION 34.05 (H) OF THE TAX CODE. SECTION 34.05 (H) PERMITS THE CITY TO SELL A PROPERTY FOR THE TOTAL AMOUNT OF THE JUDGMENT AND THE SALE OF THE PROPERTY DOES NOT REQUIRE THE CONSENT OF EACH TAXING ENTITY ENTITLED TO RECEIVE PROCEEDS FROM THE SALE.**

Motion duly made by Representative Limón, seconded by Representative Boyar Trejo, 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**.

……..…….

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

……..…….

31. 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 declares that the expenditure of District 1 discretionary funds, in an amount not to exceed $22,400.00, to fund solar lights to improve visibility for Parkhills Park and Cimarron Park # 2 for park users, serves the municipal purpose of enhancing and sustaining the community's safety and quality of life, fostering community pride, and aligning and implementing key investment strategies sustaining and enhancing park system operations and outdoor offerings; and

That the City Manager be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

That the City Manager, or designee be authorized to use any remaining funds toward other City park projects within District 1 upon consultation and approval from the District 1 Representative.

That the City Manager, or designee, be authorized to return any unspent funds related to this project to the District 1 Discretionary Fund Account, with all such funds to be returned no later than December 31, 2026.

Representative Alejandra Chávez presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson commented.

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

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

……..…….

32. **ITEM:** Discussion and action directing the City Manager, in coordination with the City Attorney, to: (1) prepare and present to City Council a comprehensive overview of Driving While Intoxicated (DWI) data in the City of El Paso within 45 days; (2) develop a citywide Anti-DWI Strategy and return to City Council with recommendations within 90 days; and (3) amend the City of El Paso's 90th Session State Legislative Agenda to include anti-DWI advocacy priorities.

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

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Police Chief Peter Pacillas
- Assistant Police Chief Juan Briones
- Police Commander Jason Johnson

Ms. Maria Schaffino submitted a statement in support on behalf of MADD to be entered into the record.

Motion made by Representative Niño, seconded by Representative Chávez, and unanimously carried to **APPROVE** the item.

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

……..…….

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

……..…….

33. Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **AWARD** Solicitation 2026-0096 Job Order Contracting Demolition & Remediation Services to Border Demolition & Environmental, Inc., Tasman Geosciences, Inc.

dba Tasmin Inc., Alamo Environmental, Inc. dba Alamo1 for an initial term of two (2) years and three (3), one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate amount of $5,000,000.00.

Department:	Capital Improvement
Award to Supplier 1:	Border Demolition & Environmental, Inc
City & State:	El Paso, TX
Item(s):	All
Initial Term:	2 Years
Option Terms:	3 Years/ 3 - 1 Year
Total Contract Time:	5 Years
Award to Supplier 2:	Tasman Geosciences, Inc. dba Tasmin Inc.
City & State:	Wheat Ridge, CO
Item(s):	All
Initial Term:	2 Years
Option Terms:	3 Years/ 3 - 1 Year
Total Contract Time:	5 Years
Award to Supplier 3:	Alamo Environmental, Inc. dba Alamo1
City & State:	San Antonio, TX
Item(s):	All
Initial Term:	2 Years
Option Terms:	3 Years/ 3 - 1 Year
Total Contract Time:	5 Years
Initial Term Estimated Award:	$5,000.000.00
Account(s):	Accounts will be determined by task order
Funding Source(s):	Funding will be determined by task order
District(s):	All

This was a Competitive Sealed Proposal Procurement - Construction Contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Border Demolition & Environmental, Inc., Tasman Geosciences, Inc. dba Tasmin Inc., Alamo Environmental, Inc. dba Alamo1 the highest ranked offerors 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. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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.

Mr. Javier Acosta, Capital Improvement Department Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Limón commented.

Mr. Derrick Russell, Lead Procurement and Contract Analyst, commented.

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

……..…….

REGULAR AGENDA – OTHER BUSINESS:

……..…….

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

WHEREAS, the Carl L. Robinson HEAT Retreat ("Tenant") is a not-for-profit business providing community-focused recreational programing to the residents of El Paso; and

WHEREAS, Tenant desires to enter into a Lease Agreement ("Lease") with the City of El Paso ("City") for the use of the City's property located at 5509 Will Ruth Avenue., El Paso, TX (the "Premises"); and

WHEREAS, Tenant has the operational experience, organizational capacity, and financial backing necessary to improve, operate, and maintain the Premises, including making substantial capital investments to address deferred maintenance and facility needs; and

WHEREAS, while the market rate for the Premises is $41,847.84 per month, the City wishes to lease the Premises to Tenant for $1,000.00 per month subject to certain terms and conditions; and

WHEREAS, the Premises requires significant capital improvements and ongoing maintenance and operational support, and Tenant's proposed investment and programming will offset the substantial public costs associated with improving, operating and maintaining the Premises; and

WHEREAS, Texas law requires that, to legally provide use of City property at a below market rate, the El Paso City Council must determine that 1) the arrangement serves a predominately public purpose; 2) the City will retain sufficient control to ensure the public purpose is carried out; and 3) the City will receive a return benefit; and

WHEREAS, the City Council finds that 1) providing the Premises to Tenant at a below market rate for the activities and purposes contemplated in the Lease, including the improvement, operation, and maintenance of the Premises, will serve a valid public purpose by preserving and enhancing recreational services, promoting community welfare, and ensuring continued access to a critical neighborhood facility, and 2) the City will retain control over the Premises through the terms and conditions of this Lease; and 3) the City will receive a tangible public benefit that is in the best interest of the City and its residents.

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

That the City Council hereby authorizes the City Manager to execute the Lease Agreement between the City of El Paso and Carl L. Robinson HEAT Retreat for lease of the City's property located at 5509 Will Ruth Avenue, El Paso, Texas, 79924 for an Initial Term of five years, with two (2) one (1) year options to extend for a total of seven (7) years, at a below market rental rate of $12,000.00 per year, with a total contract value of $84,000.00 (based on seven (7) year Term), subject to the terms, obligations, and conditions set forth within the Lease Agreement, effective May 30, 2026.

Ms. Mary Lou Espinoza, Capital Assets Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following members of the public commented:

1. Ms. Marifi Caton
2. Ms. Crystal Johnson
3. Mr. Melvin Douglas
4. Ms. Sarah Osterland
5. Mr. Debo Wakefield

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of the Regular Agenda.

2ND AND FINAL MOTION
Motion made by Representative Boyar Trejo, seconded by Representative Chávez, and unanimously carried to **APPROVE** the Resolution.

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

……

35. **ITEM:** Discussion and action on the award of Task Order #4A-1 for Solicitation 2025-0087 On-Call Horizontal Construction 2025 Amstar Inc. for Sun City Lights Marty Robbins Park for a total of $867,010.80. Approval will allow the City to start construction services for District 6 Sun City Lights Program.

Mr. Javier Acosta, Capital Improvement Department Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Maldonado-Rocha, Fierro, and Canales commented.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Apolonia Roldan, Urban Design Manager

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Limón, and unanimously carried to **AWARD** the Task Order.

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

……

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

WHEREAS, Section 2.44.030C of the El Paso City Code permits City Council to appoint one or more substitute 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, Judge Elia Garcia has previously been appointed as a substitute associate municipal judge and is eligible for re-appointment; and

WHEREAS, it has been determined that the reappointment of Judge Garcia 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 Elia Garcia as a Substitute Associate Municipal Court Judges to serve a four-year term from May 9, 2026 through May 8, 2030.

Ms. Annabelle Casas, Municipal Court Director, commented.

Judge Elia Garcia, appointee, commented.

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

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

……

37. **ITEM:** Discussion and action on the re-appointment of Judge Leonel Nunez to fill substitute associate judicial vacancy. This position serves as substitute for the elected Municipal Court trial judges at trial and other court hearings; Hearings such as arraignment, magistrate on graveyard shifts, parking, and animal services related.

*Motion made, seconded, and unanimously carried to **DELETE** the item.

……

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

WHEREAS, Section 2.44.030C of the El Paso City Code permits City Council to appoint one or more substitute 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, Judge Manuel Parra has previously been appointed as a substitute associate municipal judge and is eligible for re-appointment; and

WHEREAS, it has been determined that the reappointment of Judge Parra 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 Manuel Parra as a Substitute Associate Municipal Court Judges to serve a four-year term from May 9, 2026 through May 8, 2030.

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

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

……

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried to **ADJOURN** this meeting at 4:12 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

WORK SESSION MEETING MINUTES
May 11, 2026
CITY HALL, 300 N. CAMPBELL COUNCIL CHAMBERS AND VIRTUALLY
9:00 A.M.

The City Council met at the above place and date. The meeting was called to order at 9:04 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Late arrival: Deanna Maldonado-Rocha at 9:48 a.m.

AGENDA

1. Presentation and discussion by the El Paso Central Appraisal District's Executive Director and Chief Appraiser Dinah Kilgore on the City of El Paso's 2026 Pre-Preliminary Values and Protest Period.

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

- Ms. Dinah Kilgore, Executive Director and Chief Appraiser
- Mr. David Stone, Deputy Chief Appraiser

Mayor Johnson and Representatives Chávez, Acevedo, Boyar Trejo, Niño, Limón, and Canales commented.

Mr. Robert Cortinas, Chief Financial Officer, commented.

NO ACTION was taken on this item

2. Discussion and update on the Sister Cities Agreement between the City of El Paso, State of Texas, and the City of Juárez, State of Chihuahua, of the United Mexican States.

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

- Ms. Kimberly Davis, Analyst for Economic and International Development.
- Ms. Adriana Pulecio, International Business & Trade Development Manager

Mayor Johnson and Representatives Acevedo, Boyar Trejo, and Limón commented.

NO ACTION was taken on this item.

……..

3. Presentation by the Opportunity Center for the Homeless about the Welcome Center, which provides initial stabilization to support, triage, and refer to an appropriate community provider, as well as services including immediate access to necessities, short-term shelter, meals, access to showers, and laundry.

Representative Chris Canales introduced the item.

The following individuals presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Mr. John Martin, Deputy Director for Opportunity Center for the Homeless
- Mr. Alberto Ruiz Aguilar, Senior Director of Community Resiliency for United Way
- Ms. Claudia Taylor, Unhomed Initiatives Supervisor for Project Amistad

Ms. Nickole H. Rodriguez, Director for Community and Human Development, commented.

Mayor Johnson and Representatives Chávez, and Canales commented.

NO ACTION was taken on this item.

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4. Discussion and action on revisions to the International Policy Agenda and updates on implementation.

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

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

Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried to **APPROVE** and **ADOPT** the updates to the City of El Paso International Policy Agenda.

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

……..

5. Discussion and action approving Phase 2 of the Shade Canopy Program.

Mr. Pablo Caballero, Director for Parks and Recreation, presented a PowerPoint presentation (copy on file in the City Clerk's Office):

Mayor Johnson and Representatives Chávez and Limón commented.

Ms. Dionne Mack, City Manager, commented.

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried to **APPROVE** Phase 2 of the Shade Canopy Program.

Funding Source: Community Progress Bond 2022

Phase 2 Budget: $2M

Park Name	District	Amenity	Anticipated Schedule
Pacific Park	1	Playground	Winter 2026
Mary Webb Park	2	Playground	Winter 2026
Riverside Park	3	Playground	Spring 2027
Arlington Park	4	Playground	Spring 2027
Rainbow Vista Park	5	Playground	Summer 2027
Loma Linda Park	6	Playground	Summer 2027
Ysleta Park	7	Playground	Winter 2027
Tula Irrobali Park	8	Playground	Winter 2027

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

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6. **RESOLUTION**

WHEREAS, the federal Opportunity Zone program was established under the Tax Cuts and Jobs Act of 2017 to encourage private-sector investment in designated low-income communities through federal tax incentives; and

WHEREAS, the Opportunity Zone program has been reauthorized, allowing states to nominate a new round of eligible census tracts for federal designation; and

WHEREAS, in Texas, the Governor's Economic Development and Tourism Office serves as the coordinating entity for receiving and advancing Opportunity Zone nominations submitted by local governments; and

WHEREAS, the City of El Paso seeks to participate in the state-led nomination process in a manner that is informed by and aligned with the City's adopted plans, strategic planning process, and policy priorities.

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 submit nominated census tracts within the City of El Paso to the Texas Governor's Economic Development and Tourism Office for consideration for designation as Opportunity Zones in alignment with the City's Strategic Planning process; and

THAT the City Manager, or designee, is further directed to analyze Census Tract 0103.58, located within District 5, including current data collected at the Census Tract level, to determine whether Census Tract 0103.58 may qualify for nomination should it satisfy the requirements set forth in the Internal Revenue Service's official methodology and list of eligible tracts for Opportunity Zones, including Rev. Proc. 2026-14.

Ms. Alejandra Gorski, Legislative Liaison for Strategic Legislative Affairs, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Niño requested that an abstract of his statements be attached to the minutes.

1st MOTION (MAIN MOTION)
Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Limón, to approve the Resolution.

2ND MOTION
Motion made by Representative Niño, seconded by Representative Chávez, and unanimously carried to **AMEND** the Resolution to insert the paragraph "direct the City Manager, or designee, to analyze Census Tract 0103.58, located within District 5, including current data collected at the Census Tract level, to determine whether Census Tract 0103.58 may qualify for nomination should it satisfy the requirements set forth in the Internal Revenue Service's official methodology and list of eligible tracts for Opportunity Zones, including Rev. Proc. 2026-14".

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

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

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

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EXECUTIVE SESSION

Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 12:12 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 item:

Section 551.071 CONSULTATION WITH ATTORNEY

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

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the Executive Session at 12:45 p.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

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

……

EX1. Miguel Angel Rodriguez v. City of El Paso; Cause No. 2024DCV5578 (551.071)

Motion made Mayor Pro Tempore Chávez, seconded Representative Canales, and unanimously carried that the City Attorney, in consultation with the City Manager, be authorized to **REJECT** mediator's settlement proposal in the matter of *Miguel Angel Rodriguez v. City of El Paso,* Cause No. 2024DCV5578, 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

……

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried to **ADJOURN** the meeting at 12:46 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

Representative Niño's comments on Item 6 - regarding Opportunity Zones

From: Miranda, Devin J.
To: City Clerk; Rosas, Adriana; District #5
Subject: FW: Record for City Clerk - Item 6 - 5/12/26
Date: Tuesday, May 19, 2026 10:10:55 AM

Good morning team,

I am following up on behalf of Representative Niño to forward a summary of his coments to include in the record, per his request during last week's City Council meeting. Thank you for your assitance on this matter.

Respectfully,

Devin Miranda Pallares
Legislative Aide
Office of District 5 | Representative Ivan Niño
mirandadj@elpasotexas.gov
T: 915-472-0615

Please copy District5@elpasotexas.gov on all correspondence.

From: Nino, Ivan <NinoI@elpasotexas.gov>
Sent: Tuesday, May 19, 2026 9:13 AM
To: Miranda, Devin J. <MirandaDJ@elpasotexas.gov>
Subject: Record for City Clerk - Item 6 - 5/12/26

Good morning, may you please provide this to the City Clerk please. Please copy Ms. Adriana Rosas. As per my request during the meeting, to include a summary of my comments as part of the record.

During discussion of Item 6 regarding the nomination of census tracts for Opportunity Zone consideration, Representative Niño offered an amendment directing the City Manager to analyze and track Census Tract 0103.58 within District 5, including the collection and review of current census tract-level data, to determine whether the tract may qualify for future nomination should it satisfy the requirements outlined in the Internal Revenue Service methodology and list of eligible tracts under Rev. Proc. 2026-14.

The purpose of the amendment was to ensure that District 5 is not unintentionally excluded from future Opportunity Zone advocacy and investment opportunities due to limitations within existing datasets. As noted in Rev. Proc. 2026-14, while the Appendix and Information Resource identify census tracts eligible for nomination, the IRS also recognizes that additional

tracts may satisfy eligibility requirements even if they do not initially appear on those lists. The guidance specifically states that a nominated tract not listed may still be considered if accompanied by a detailed analysis and current census tract-level data demonstrating compliance with statutory requirements under Section 1400Z-1(c)(1).

Representative Niño stated that the intent of the amendment was to ensure a proactive and data-driven approach that allows the City to monitor opportunities as conditions evolve and preserve the ability to advocate for District 5 should future analysis support eligibility. Opportunity Zones can serve as tools to attract investment, support economic mobility, and expand development opportunities, and it is important that all areas of the community receive equitable consideration in that process.

Representative Niño further stated that the amendment helps ensure decisions are driven by data and that future opportunities for District 5 and its residents are not unintentionally overlooked.

Legislation Text

File #: 26-0050, **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 #: 26-0633, **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, Javier Acosta, (915) 212-0065
Capital Improvement Department, Gilbert Guerrero, (915) 212-0065

AGENDA LANGUAGE:

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

A Resolution 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.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Javier Acosta, Director of Capital I **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Gilbert Guerrero, Assistant Directc **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 5

AGENDA ITEM:

A resolution 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.

ISSUE STATEMENT:

City Council is asked to approve the award of a professional services contract to provide geotechnical and material testing services for the Eastside Regional Park Phase 2 Project located at 13501 Jason Crandall Drive.

BACKGROUND:

This contract entails providing geotechnical and materials testing services, including investigations, planning, construction materials testing, inspection, and design recommendations for the Eastside Regional Park Phase 2 project.

The project scope of work includes but is not limited to: a 650,000-square-foot park expansion with new parking areas, walks, landscaping, irrigation systems, fencing, restrooms, four softball fields, four pickleball courts, bleachers, bike racks, and other supporting site amenities.

COUNCIL OPTIONS:

1. Approve the award as presented
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

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:

$91,747.00 - 2020 Capital Plan

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)
N/A	

ATTACHMENTS:

Scoresheet Summary

FOR MORE INFORMATION:

Elsa Rodriguez 915-212-1836 aeselection@elpasotexas.gov

**********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
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
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)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **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. TheServices 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

Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

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

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Terracon Consultants Inc. Attn: Ruben Solis 6460 Hiller Street, Suite A El Paso, Texas 79925

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
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, 2026, by Ruben Solis, Operations Manager, on behalf of Consultant.

_____
Notary Public, State of Texas

My commission expires:

9.25.27

MIREYA TENA
Notary Public, State of Texas
Comm. Expires 09-25-2027
Notary ID 126267699

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:

- 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.

- 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

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 *e 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.

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.

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

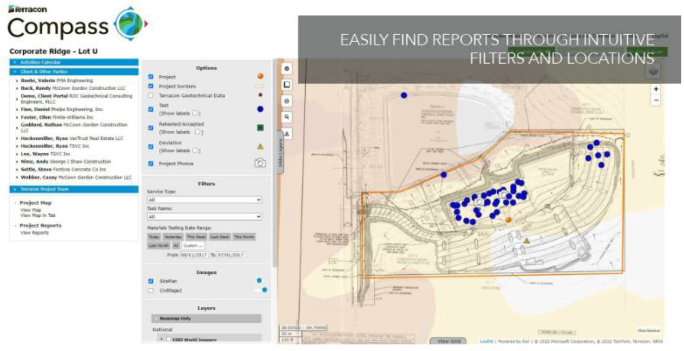
Compass is Terracon's latest client interfacing tool and elevates the way we do business. Terracon offers you the ability to view and interact with your testing data in a new way and is committed to using innovative techniques to deliver quality projects. Construction data is viewed by geographic location 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.

- 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 elpaso-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.

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

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)	City of El Paso 2025 On-Call Professional Services Contract					
Item #	**FIELD AND LABORATORY TESTING - SOIL**					
2.1	**Earthwork Observations and Testing**					
2	Soil Test	Density of Soils Nuclear Method - 1 Test	$ 60.00	20	test	$ 1,200.00	
3	Nondestructive Tests	Density of Soils Nuclear Method - 2-5 Tests	$ 24.00	324	test	$ 7,776.00	
8	Laboratory Compaction Characteristics (Modified)	Proctor - Moisture Density	$ 250.00	8	test	$ 2,000.00	
9	Oversized Particle Correction	Rock Correction for Proctor & Sieve Analysis	$ 59.00	8	test	$ 472.00	
10	Sieve Analysis	Particle Size	$ 83.50	8	test	$ 668.00	
11	Atterberg Limits (3pt.)	Atterberg Limits Determination (LL, PL)	$ 75.00	8	test	$ 600.00	
	Task Subtotal					**$ 12,716.00**	
Item #	**FIELD AND LABORATORY TESTING - CONCRETE**					
2.2	**Cast-in-Place Concrete**					
16	Compressive Strength (Concrete)	Concrete Cylinders (Cured and/or Testing in Compression)	$ 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)	Grout (Cured and/or Testing in Compression)	$ 30.00	60	test	$ 1,800.00	
18	Compressive Strength (2-in. cubes)	Mortar Cubes (Cured and/or Testing in Compression)	$ 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	Staff Engineer / Geologist / Specialist Level II	$ 130.50	36	hour	$ 4,698.00	
	Task Subtotal					**$ 4,698.00**	
2.5	**Post-Installed Anchor**					
36	Construction Materials Specialist	Senior Field Technician	$ 77.00	24	hour	$ 1,848.00	
	Task Subtotal					**$ 1,848.00**	
2.6	**Structural Steel Observation**					
39	Welding Inspector	Welding / Special 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	In-Place Asphalt Concrete Nuclear Density	$ 252.00	8	each	$ 2,016.00	
702	Nondestructive Tests	Additional Density Test (within same trip)	$ 28.00	64	each	$ 1,792.00	
716	Asphalt Relative Density by Superpave Gyratory Compactor	SuperPave Molded Density Specimens (Set of 2 Samples)	$ 415.00	8	each	$ 3,320.00	
25	Asphalt Extraction (Gradation)	Extraction and Gradation	$ 160.00	8	each	$ 1,280.00	
26	Theoretical Maximum Specific Gravity	Rice	$ 120.00	8	each	$ 960.00	
27	Asphalt Bulk Density	Asphalt Core (Voids/Density/Thickness)	$ 88.00	8	each	$ 704.00	
28	Coring Technician	Coring Crew	$ 130.00	24	hour	$ 3,120.00	
29	Special Equipment Charges (Daily)	Asphalt Coring Machine	$ 195.00	10	day	$ 1,950.00	
	Task Subtotal					**$ 15,142.00**	
PROFESSIONAL PERSONNEL / MISCELLANEOUS COST						
2.8	**Project Management and Administration**					
30	Senior Level Engineer	Principal	$ 210.00	8	hour	$ 1,680.00	An overtime markup of 1.5 times the hourly rate will apply for Materials Technician services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays.
32	Project Management	Project Manager	$ 121.00	30	hour	$ 3,630.00	
36	Construction Materials Specialist	Senior Field Technician	$ 77.00	56	hour	$ 4,312.00	
38	Soils Technician	Field / Lab Technician	$ 65.00	120	hour	$ 7,800.00	
38	Asphalt Technician	Field / Lab Technician	$ 65.00	72	hour	$ 4,680.00	
38	Concrete Technician	Field / Lab Technician	$ 65.00	106	hour	$ 6,890.00	
40	Administration	Administrative Assistant	$ 71.00	45	hour	$ 3,195.00	
42	Trip Charge	2 WD Vehicle	$ 43.00	112	day	$ 4,816.00	Does not include technician's travel time
204	Miscellaneous Expense	Miscellaneous charges	Cost+10%		each		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.

ATTACHMENT "E"
INSURANCE CERTIFICATE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

4/1/2027

DATE (MM/DD/YYYY): 3/31/2026

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: Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1312891 TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : Allied World Assurance Company (U.S.) Inc. — 19489 INSURER C : The Travelers Indemnity Company of Connecticut — 25682 INSURER D : Lloyds of London INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 23257515 **REVISION NUMBER:** XXXXXXX

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	Y	N	TC2J-GLSA--9P529930	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X CONTRACTUAL LIAB						MED EXP (Any one person)	$ 25,000
	X XCU COVERAGE						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	N	TC2J-CAP-131J3858	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	X UMBRELLA LIAB X OCCUR	Y	N	CUP-4W208814	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$ XXXXXXX
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	UB-1T88663A (AOS) UB-1T885681 (AZ, MA, WI)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	CONTRACTORS POLLUTION LIAB	Y	N	0312-6506	4/1/2025	4/1/2027	$10,000,000 EACH OCCURRENCE/AGG	
D	PROFESSIONAL LIAB			B0507BN2600303	4/1/2026	4/1/2027	$1,000,000 EACH CLAIM/AGG	

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

RE: RFQ #2026-0264R GEOTECHNICAL AND MATERIALS TESTING FOR ERP PHASE 2; FOR INFORMATIONAL PURPOSES, SUBJECT TO A FULLY EXECUTED CONTRACT. CITY OF EL PASO IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA/EXCESS LIABILITY, AND CONTRACTOR'S POLLUTION LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

23257515
CITY OF EL PASO
218 N. CAMPBELL ST
EL PASO, TX 79901

CANCELLATION See Attachments

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

Joseph M Agnello

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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 Solis
Business Name	Terracon Consultants
Agenda Item Type	2026-0264R Geotechnical Serviceds
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.

☑ 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: 3-30-26

File #: 26-0634, **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, Javier Acosta, (915) 212-0065
Capital Improvement Department, Gilbert Guerrero, (915) 212-0065

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 Amendment to the Consent to Assignment Agreement by and between the City of El Paso ("City"), Consor Engineers, LLC ("Assignor"), and Consor North America, Inc. ("Assignee") to correct "Appendix 1" of the Consent to Assignment Agreement by adding an inadvertently omitted contract (Solicitation #2025- 0327R) to the list of assigned contracts.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Javier Acosta, Director of Capital I **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Gilbert Guerrero, Assistant Directc **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

A resolution that the City Manager is authorized to sign the Amendment to the Consent to Assignment Agreement by and between the City of El Paso ("City"), Consor Engineers, LLC ("Assignor"), and Consor North America, Inc. ("Assignee") to correct "Appendix 1" of the Consent to Assignment Agreement by adding an inadvertently omitted contract (Solicitation #2025- 0327R) to the list of assigned contracts.

ISSUE STATEMENT:

City Council is asked to approve amendment to the Consent to Assignment Agreement with Consor North America to include solicitation 2025-0327R to the list of assigned contracts.

BACKGROUND:

On March 3, 2026, City Council approved a Consent to Assignment for the transfer of all existing contracts from Consor Engineers, LLC to Consor North America, Inc. following the entities' merger as part of a workforce consolidation.

During the review process, one contract was inadvertently omitted from the documentation presented for approval. To ensure the official record fully reflects all contracts transferred under the merger, we are requesting an amendment to the previously approved Consent to Assignment to include 2025-0327R On-Call Professional Services - Civil Engineering.

COUNCIL OPTIONS:

1. Approve the award as presented
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

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:

Various

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)
N/A	

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Elsa Rodriguez 915-212-1836 aeselection@elpasotexas.gov

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

SIGNATURE: _____

(If Agenda 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 City Manager is authorized to sign the Amendment to the Consent to Assignment Agreement by and between the City of El Paso (**"City"**), CONSOR ENGINEERS, LLC (**"Assignor"**), and CONSOR NORTH AMERICA, INC. (**"Assignee"**) to correct "Appendix 1" of the Consent to Assignment Agreement by adding an inadvertently omitted contract (Solicitation #2025-0327R) to the list of assigned contracts.

APPROVED this ___ day of _____, 2026.

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 6482 | Tran #8038 | CID
CONSOR- Consent to Assignment- Amendment
RAB

STATE OF TEXAS)
)
COUNTY OF EL PASO)

AMENDMENT TO CONSENT TO ASSIGNMENT AGREEMENT

This Amendment to the Consent to Assignment Agreement (**"Amendment"**) is made by and between the City of El Paso, through its Capital Improvement Department (**"City"**) and CONSOR Engineers, LLC, (**"Assignor"**), and CONSOR North America, Inc. (**"Assignee**"), collectively referred to as the "**Parties**".

WHEREAS, effective March 3, 2026, the Parties agreed to a Consent to Assignment Agreement (**"Agreement"**) whereby, with the consent of the City, Assignor assigned all of its existing contracts with the City to Assignee; and

WHEREAS, a list of the existing contracts between City and Assignor to be assigned to Assignee was attached to the Agreement as Appendix 1; and

WHEREAS, the Parties now desire to amend the Agreement to correct the list of contracts in Appendix 1 by adding a contact (Solicitation No. 2025-0327R) that was inadvertently omitted from the list.

NOW, THEREFORE, the Parties agree as follows:

1. Appendix 1 of the Agreement is hereby deleted in its entirety and replaced with the attached Appendix 1-A, which adds the previously omitted contract (Solicitation No. 2025-0327R) to the list.

2. Except as amended in this Amendment, the Agreement remains in full force and effect.

3. The effective date of this Amendment shall be the date on which the El Paso City Council approves the Amendment (**"Effective Date"**).

EXECUTED this _____ day of _____, 2026.

CITY OF EL PASO

_____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

(SIGNATURES BEGIN ON FOLLOWING PAGE.)

Docusign Envelope ID: 1DB30052-6EEF-896D-8088-1AFCAECB4B2B

EXECUTED this 28th **day of** April **, 2026.**

ASSIGNOR:

Signed by:
Robert Cardina
CONSOR Engineers, LLC
By: Robert Cardina
Its: In-House Counsel

ASSIGNEE:

Signed by:
Robert Cardina
CONSOR NORTH AMERICA, INC.
By: Robert Cardina
Its: In-House Counsel

THE STATE OF Florida **§**

THE COUNTY OF Orange **§**

This instrument was acknowledgment before me on this 28th day of April, 2026, by Robert Cardina. Type of ID: Driver License

Karl Berry Joseph
Notary Public - State of Florida
Comm. Expires 12-15-2028
Commission # HH 592500

NOTARY PUBLIC Karl Berry Joseph

This notarial act was an online notarization

CONSOR CONSENT TO ASSIGNMENTS

APPENDIX 1-A

Solicitation Number	HQ / Prolaw Number	Project Name
N/A	PL#910366	On-Call Professional Services – Construction Management
N/A	PL#893083	On-Call Professional Services – Traffic Engineering
N/A	PL#883300	On-Call Professional Services – Civil Engineering
2021-1343R	PL#1100878	On-Call Professional Services – Construction Management
2021-0884R	PL#1082514	On-Call Professional Services – Traffic Engineering
2021-0804R	PL#1072389	On-Call Professional Services – Civil Engineering
2023-0375R	HQ 24-2648	Professional Services Northeast Advanced Manufacturing Development Phase 1
2023-0733R	HQ 24-2338	Project Management For El Paso Public Safety and Fire Department Headquarters & Maintenance and Logistics Center Project
2023-0450R	HQ 23-843	On-Call Professional Services – Civil Engineering
2024-0198R	HQ 24-2663	Engineering And Design Services for The Resler Blvd Extension Project
2024-0489R	HQ 24-3506	On-Call Professional Services – Traffic Engineering
2025-0091R	HQ 25-4276	Civil Engineering Professional Services for the Vista Del Sol Drive Resurfacing / Reconstruction Project
2025-0263R	HQ 5646	Architect and Engineering Services for the Buffalo Soldier Street Improvements Project
2025-0327R	HQ 5289	On-Call Professional Services – Civil Engineering

File #: 26-0636, **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, Javier Acosta, (915) 212-0065
Capital Improvement Department, Gilbert Guerrero, (915) 212-0065

AGENDA LANGUAGE:

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

A Resolution that the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform Mechanical and Engineering services on a task-by-task basis by and between the by City of El Paso and each of the following 3 consultants:

1. Bath Group, LLC
2. EMA Engineering & Consulting, Inc.
3. Parkhill, Smith & Cooper, Inc.

Each On-Call Agreement will be for an amount not to exceed $250,000.00.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Javier Acosta, Director of Capital I **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Gilbert Guerrero, Assistant Directc **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

A resolution that the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform Mechanical and Engineering services on a task-by-task basis by and between the by City of El Paso and each of the following 3 consultants:

1. Bath Group, LLC
2. EMA Engineering & Consulting, Inc

ISSUE STATEMENT:

City Council is asked to approve the award of this mechanical and engineering contract to assist the Capital Improvement Department and user departments in the timely completion of capital projects.

BACKGROUND:

On January 3, 2024 City Council approved a two-year agreement for professional mechanical and engineering services to be performed on a task by task basis. The agreement has since expired and will be replaced by this new on-call agreement.

COUNCIL OPTIONS:

1. Approve the award as presented
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

January 3, 2024 - Previous mechanical and engineering On-Call Agreement was approved

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:

$250,000 / contract - Capital Plans, Bond Programs

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NO

NAME	AMOUNT ($)
N/A	

ATTACHMENTS:

Evaluation Summary

FOR MORE INFORMATION:

Elsa Rodriguez 915-212-0065 aeselection@elpasotexas.gov

**********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 be authorized to sign a two-year On-Call Agreement for Professional Services to perform Mechanical and Engineering services on a task-by-task basis by and between the by City of El Paso and each of the following 3 consultants:

1. Bath Group, LLC
2. EMA Engineering & Consulting, Inc.
3. Parkhill, Smith & Cooper, Inc.

Each On-Call Agreement will be for an amount not to exceed $250,000.00, 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 _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
_____
Roberta Brito
Senior 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
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2026-0234R
ON-CALL PROFESSIONAL SERVICES - MECHANICAL & ELECTRICAL ENGINEERING

CONSULTANT	BATH	DBR	EMA	PARKHILL	WYLE
Rater 1	67	68	79	83	64
Rater 2	65	48	51	62	48
Rater 3	70	53	60	69	35
Total Rater Scores	**202**	**169**	**190**	**214**	**147**
References	10	0	6.6	9.6	0
Overall Score:	**212**	**169**	**196.6**	**223.6**	**147**
	2	4	3	1	5

Rankings	Consultant
1	PARKHILL
2	BATH
3	EMA

Rankings	Consultant
4	DBR
5	WYLE

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made 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 Bath Group, LLC, a Delaware, USA, a Delaware, USA, Foreign 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 Mechanical and 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 **$250,000.00** 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. Additional basic services and reimbursables exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

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) **<u>COMMERCIAL GENERAL LIABILITY</u>**
$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:	Bath Group, LLC Attn: Javier Garcia 4110 Rio Bravo Ste 102 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, P. E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2026, 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:
BATH GROUP, LLC

Javier Garcia / Vice President / Principal

Digitally signed by Javier Garcia / Vice President / Principal
DN: C=US, E=jgarcia@bathgroup.com, O="Bath Group, LLC", CN=Javier Garcia / Vice President / Principal
Date: 2026.05.11 15:09:29-06'00'

By: Javier Garcia
Title: Vice President / Principal

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 11TH day of MAY, 2026, by Javier Garcia, as Vice President / Principal of Bath Group, LLC.

Christine Apodaca
My Commission Expires
2/18/2027
Notary ID130122133

Christine Apodaca
Notary Public, State of Texas

My commission expires:

FEBRUARY 18, 2027

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis. Services include but are not limited to the following:

- Project planning and definition
- Feasibility Studies and Life Cycle Cost Analysis
- Design development
- Project scheduling
- Permitting support
- Preparation of drawings and specifications (60%, 90% and final)
- Cost estimates (60%, 90% and final)
- Bidding support
- Responding to bidder questions
- Attending pre-bid and bid opening meetings
- Construction support and closeout
- Construction inspection and consultation
- Contractor submittal review
- Contractor change order proposal review and independent estimate
- Record drawing production from contractor provided redlines

Other services may include, but are not limited to, the following:

- Construction management of small projects
- Constructability reviews
- Peer design reviews
- Field/site investigations
- Commissioning
- System evaluation and analysis
- Attend meetings as requested by the City

DELIVERABLES

Potential deliverables generally include, but are not limited to, the following:

- Studies, reports and recommendations
- Project progress reports
- Permit packages and support documentation
- Project cost estimates, schedules, drawings and specifications
- Bidding documents, addenda and bidder evaluation
- Meeting minutes
- Construction estimates
- Field Inspection Reports
- All other deliverables as described on individual task orders

The following provides a general description of services, standards, and products required:

- The firms shall perform studies and produce reports to include investigations, drawings, sketches, and cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes feasibility studies, design analysis, and other studies as requested.

- Preparation of plans, specifications and cost estimates for electrical and mechanical design.

- Constructability, ability to bid, operability reviews, peer review, and value engineering. 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 the drawings of all disciplines involve in the project.

- Full time project representative, as requested by the City. The firms shall designate and assign a project representative on an as-needed basis, 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.

- Review of shop drawings, materials, fixtures and equipment. The firms shall review shop drawings and materials submittals and make recommendations for approval or disapproval. Final approval shall be by the City.

- Meetings and conferences. 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 firms shall be required to attend and participate in all design conferences pertinent to the work being performed.

- The firms shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the firm and the City for all work required under this agreement. The project coordinator or manager will be responsible for the complete coordination of all work developed under each assignment. All work will be accomplished with adequate internal controls and review procedures to eliminate conflicts, errors and omissions, and to ensure the technical accuracy of all design information.

- Other electrical and mechanical engineering functions as may be required by the City including but not limited to commissioning, troubleshooting malfunctioning systems, energy/resource conservation, alternative energy feasibility studies, and life cycle cost analysis.

- Provide monthly status reports on each project. Report will include project progression, projection completion percentage, invoices billed and paid.

Errors and Omissions on Designs:

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.***

SECTION III – MINIMUM QUALIFICATIONS & EXPERIENCE

The firms shall comply with the following minimum qualifications:

- A minimum of five (5) years of mechanical/electrical design experience in facility projects.
- The project management team must include licensed mechanical and electrical engineers registered in the State of Texas. Members of the project management team are considered key personnel; substitution of key personnel requires City approval.
- Demonstrated knowledge in building management, fire and life safety, communication, mechanical and electrical systems, and Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and requirements.
- Demonstrated knowledge of applicable city, state, and federal regulatory requirements.

KNOWLEDGE AND SKILLS:

The architect and engineering firm shall have the following skills and abilities:

- Use of project management software
- Prepare and formulate independent cost estimates and cost analysis
- Prepare detailed requests for proposals
- Prepare back up documentation for Change Orders
- Prepare detailed project schedules
- Review engineering drawings and specifications
- Effective conflict resolution skills
- Effective communication skills, both verbal and written
- Willingness to meet with stakeholders
- Multi-task several activities
- Prepare meeting agendas and meeting minutes
- Effective negotiation skills
- Effective organizational skills
- Track project and activity status
- Follow-up on pending items
- Economize project resources
- Effective public relations skills
- Prepare daily and monthly reports
- Review pay applications
- Keep a photo log
- Maintain an accurate and current submittal log

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.

KEY OBJECTIVES:

Selected firms are expected to achieve the following:

- To coordinate work with the Capital Improvement Department and User Departments to resolve issues.
- Implementation of creative and innovative approaches to address project requirements.
- Ensure that the project will support the relevant department's mission, accreditation standards, and compliance with best practices.
- Design and provide construction set of drawings and specifications for each project.
- Develop a schedule and enforce compliance of the project schedule.
- Develop a budget and enforce compliance of the project budget.

OTHER CONSIDERATIONS:

- Work to be coordinated with the Capital Improvement Department, TxDOT, EPWU, El Paso Water Improvement District (EPWID), and all other affected utility services, and all affected stakeholders and interested parties.
- Design shall follow City's Department of Information Technology Services requirements for fiber optic, computer equipment, and telephone systems, if applicable.

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

CITY OF EL PASO
ON-CALL PROFESSIONAL SERVICES
MECHANICAL & ELECTRICAL ENGINERING

ATTACHMENT B
FEE PROPSAL

A. PROPOSAL DETAILS

Consultant Name: Bath Group, LLC

Solicitation No: 2026-0234R

B. PERSONNEL

Item #	Labor Classification	Years of Experience	Hourly Rate
1	Principal	15+	$228.91
2	QA/QC Manager	10+	$194.50
3	Senior Mechanical Engineer (P.E.)	10+	$186.00
4	Mechanical Engineer	5–8	$158.46
5	Engineer Intern	0–3	$119.59
6	Senior Electrical Engineer (P.E.)	10+	$190.83
7	Electrical Engineer	5–8	$154.00
8	Senior Project Manager	10+	$172.33
9	Project Manager	5+	$152.47
10	Senior Designer	10+	$135.00
11	Designer	5–8	$107.83
12	High Voltage Substation Specialist	10+	$187.42
13	Controls Specialist	10+	$197.44
14	Commissioning (Cx) Engineer	8–10	$181.50
15	Commissioning (Cx) Technician	5–8	$123.63
16	Resident Project Representative (RPR)	8–10	$132.83
17	Project Superintendent	8–10	$167.50
18	Site Safety & Health Officer	8–10	$150.00
19	CAD/Revit Technician	3–5	$97.67
20	Administrative Assistant	0–5	$85.50

ITEM#	Reimbursable Costs	
21	Mileage	Current IRS approved rate
22	Sub Consultants (If applicable)	Cost + 10%
23	Printing, Shipping, Other Costs	Cost + 10%
24	Travel (If Applicable)	$155 per day or current USGSA approved rate
25	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 consutlant 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.
7. Consultant shall be responsible for updating personnel as needed.

CITY OF EL PASO
ON-CALL PROFESSIONAL SERVICES
MECHANICAL & ELECTRICAL ENGINERING

ATTACHMENT B
STAFF

A. PROPOSAL DETAILS

Consultant Name: Bath Group, LLC

Solicitation No: 2026-0234R

B. PERSONNEL

Item #	Labor Classification	Years of Experience	Last Name	First Name
1	Principal	15+	Garcia	Javier
			Saeh	Victor
			Cassell	Douglas
			Stark	Bill
2	QA/QC Manager	10+	Stark	Bill
3	Senior Mechanical Engineer (P.E.)	10+	Luna	Fernando
4	Mechanical Engineer	5–8	LaFleur	Dustin
			Rodriguez	Ricardo
5	Engineer Intern	0–3	Herridge	Reagan
6	Senior Electrical Engineer (P.E.)	10+	Garcia	Javier
7	Electrical Engineer	5–8	Saldivar	Enrique
			Rodriguez	Edgar
			Gamez	Sergio
			Duron	Omar
			Marquez	Ismael
8	Senior Project Manager	10+	Luna	Fernando
9	Project Manager	5+	LaFleur	Dustin
10	Senior Designer	10+	Valdez	Gilbert
11	Designer	5–8	Navarro	Andy
			Torres	Elias
12	High Voltage Substation Specialist	10+	McLaughlin	Charles
13	Controls Specialist	10+	Hillegeist	James
14	Commissioning (Cx) Engineer	8–10	Vedani	Guillermo
			Romenesko	Peter
15	Commissioning (Cx) Technician	8-May	Zarzosa	Anthony
16	Resident Project Representative (RPR)	8–10	Arvizo	Juan
			Zarzosa	Arturo
			Essenberg	George
17	Project Superintendent	8–10	Zarzosa	Arturo
18	Site Safety & Health Officer	8–10	N/A	
19	CAD/Revit Technician	3–5	Holguin	Jose
20	Administrative Assistant	0–5	Apodaca	Christine

*** Consultant shall be responsible for providing updated personnel as needed.

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): 2/3/2026

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

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

PRODUCER Bowen, Miclette & Britt Insurance Agency, LLC 2800 North Loop West, Suite 1100 Houston TX 77092	CONTACT NAME: Samantha Brown PHONE (A/C, No, Ext): 713-880-7100 FAX (A/C, No): 713-880-7166 E-MAIL ADDRESS: sbrown@bmbinc.com
INSURED SABERPOWER Bath Group, LLC 5656 S. Staples St., Suite 110 Corpus Christi TX 78411	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Gray Insurance Company — 36307 INSURER B : Crum & Forster Specialty Insurance Company — 44520 INSURER C : Endurance American Specialty Ins Co — 41718 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1021529821 **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: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	XSGL100303	7/30/2025	7/30/2028	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 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y	Y	XSAL100344	7/30/2025	7/30/2028	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 $ 10,000	Y	Y	SEO-142783	7/30/2025	7/30/2026	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	GWC100600	7/30/2025	7/30/2028	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
C	Excess Auto Liability	Y	Y	EXT30093575100	7/30/2025	7/30/2026	Each Occurrence Aggregate	$2,000,000 $2,000,000

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

2nd Layer Excess Liability-
Carrier: Homesite Insurance Company of Florida
Policy Number: CXP-055378-00
Effective Date: 07/30/2025 - 07/30/2026
Each Event: $3,000,000 / Aggregate: $3,000,000

3rd Layer Excess Liability (Shared)-
Carrier: SiriusPoint Specialty Insurance Co
See Attached...

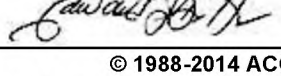
CERTIFICATE HOLDER

Capital Improvement Department
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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AGENCY CUSTOMER ID: SABERPOWER

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Bowen, Miclette & Britt Insurance Agency, LLC	Bath Group, LLC 5656 S. Staples St., Suite 110 Corpus Christi TX 78411
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy Number: TSX-001032-25
Effective Date: 07/30/2025 - 07/30/2026
Each Occurrence: $2,500,000 part of $5,000,000 / Aggregate: $2,500,000 part of $5,000,000

3rd Layer Excess Liability (Shared)-
Carrier: Admiral Insurance Company
Policy Number: UX000001935-01
Effective Date: 07/30/2025 - 07/30/2026
Each Occurrence: $2,500,000 part of $5,000,000 / Aggregate: $2,500,000 part of $5,000,000

Professional/Pollution Liability
Carrier: Berkley Assurance Company
Policy Number: PCABD-5028596-0725
Effective Date: 07/30/2025 - 07/30/2026
Contractors Professional Limit: $2,000,000 each claim / $2,000,000 aggregate (claims made)
Contractors Pollution Limit: $2,000,000 each claim / $2,000,000 aggregate (occurrence)
Deductible $25,000

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing the Contact Person as shown above.

General Liability:
Blanket additional insured Ongoing Operations per form #GIC020609 08/22
Blanket additional insured Completed Operations per form #GIC020609 08/22
Blanket waiver of subrogation per form #CG2404 12/19
Blanket primary/non-contributory per form #CG2001 12/19

Automobile:
Blanket additional insured per form #GIC0029 04/98
Blanket waiver of subrogation per form #CA0444 10/13
Blanket primary/non-contributory per form #CA0449 11/16

Worker's Compensation:
Blanket waiver of subrogation per form #WC420304B
Blanket Alternate Employer per form #WC000301A; WC000301

Umbrella:
Blanket additional insured per form #CFSIC-EX-101.0.302 08/23
Blanket waiver of subrogation per form #CFSIC-EX-101.0.302 08/23
Blanket primary/non-contributory per form #CFSIC-EX-101.0.302 08/23

2nd Layer Excess:
Blanket additional insured per form #CXS2050 08/21
Blanket waiver of subrogation per form #CXS2050 08/21
Blanket primary/non-contributory per form #CXS2050 08/21

3rd Layer Excess (SiriusPoint):
Blanket additional insured per form #TSX0001 05/25
Blanket waiver of subrogation per form #TSX0001 05/25
Blanket primary/non-contributory per form #TSX0001 05/25

3rd Layer Excess (Admiral):
Blanket additional insured per form #UX0001 05/23
Blanket waiver of subrogation per form #UX0001 05/23

Auto Excess Liability-
Blanket additional insured per form #EXL 0203 08/13
Blanket waiver of subrogation per form #EXL 0203 08/13

Project: 2026-0234R - MEP On-Call

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – **Who is An Insured** is amended to include as an additional insured:

Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, subject to the following provisions.

a. Such person or organization is an additional insured only to the extent such coverage is required by written contract or written agreement and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement; or

in connection with the ownership, maintenance or use of that part of the premises leased to you, however, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of the additional insured or any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Such person or organization is an additional insured only with respect to liability for "bodily injury" to:

(1) Your "employee", or

(2) An employee of a subcontractor acting on your behalf, but only to the extent:

(a) Coverage for "bodily injury" to your "employee" or an employee of subcontractors acting on your behalf, regardless of whose fault caused such injury, is required by written contract or written agreement' and

(b) Such "bodily injury" arises in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement; or

c. Such person or organization is an additional insured for their sole acts or omissions and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" if:

(1) Coverage for sole acts or omissions of such additional insured is required by written contract or written agreement; and

(2) Such "bodily injury", "property damage" or "personal and advertising injury" results from:

(a) Your ongoing operations; or

(b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured.

However, the insurance afforded to such additional insured.

(i) Only applies to the extent permitted by law; and

(ii) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

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B. Solely with respect to the insurance afforded to the additional insureds indicated in Paragraph **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", or "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering, or surveying services.

C. Solely with respect to this endorsement, the following is added to the **Duties in The Event Of Occurrence, Offense, Claim Or Suit** Condition of Section **IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions:**

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b. Excess Insurance** of the **Other Insurance** Condition of Section **IV** - **– Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specially to that identified additional insured.

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F. Solely with respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

b. Available under the applicable Limits of Insurance, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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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. <u>OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970</u> (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. <u>RIGHTS TO INVENTIONS</u> (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. <u>TERMINATION OF CONTRACT</u> (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 _____, 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 EMA Engineering & Consulting, Inc., a Domestic For-Profit Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform Mechanical & Electrical 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 **$250,000.00** 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. Additional basic services and reimbursables exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

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:	EMA Engineering & Consulting, Inc. Attn: Johnny Hibbs 5915 Silver Springs Drive, Bldg. 5 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, P. E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2026, 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:
EMA ENGINEERING & CONSULTING, INC.

By: Gary Bristow
Title: Principal

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 7th day of May, 2026, by Gary Bristow, Principal of EMA Engineering & Consulting, Inc..

Kristi Michelle Haxton
Notary Public, State of Texas

My commission expires:

08/24/2029

KRISTI MICHELLE HAXTON
Notary Public, State of Texas
Comm. Expires 08-24-2029
Notary ID 131258823

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis. Services include but are not limited to the following:

- Project planning and definition
- Feasibility Studies and Life Cycle Cost Analysis
- Design development
- Project scheduling
- Permitting support
- Preparation of drawings and specifications (60%, 90% and final)
- Cost estimates (60%, 90% and final)
- Bidding support
- Responding to bidder questions
- Attending pre-bid and bid opening meetings
- Construction support and closeout
- Construction inspection and consultation
- Contractor submittal review
- Contractor change order proposal review and independent estimate
- Record drawing production from contractor provided redlines

Other services may include, but are not limited to, the following:

- Construction management of small projects
- Constructability reviews
- Peer design reviews
- Field/site investigations
- Commissioning
- System evaluation and analysis
- Attend meetings as requested by the City

DELIVERABLES

Potential deliverables generally include, but are not limited to, the following:

- Studies, reports and recommendations
- Project progress reports
- Permit packages and support documentation
- Project cost estimates, schedules, drawings and specifications
- Bidding documents, addenda and bidder evaluation
- Meeting minutes
- Construction estimates
- Field Inspection Reports
- All other deliverables as described on individual task orders

The following provides a general description of services, standards, and products required:

- The firms shall perform studies and produce reports to include investigations, drawings, sketches, and cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes feasibility studies, design analysis, and other studies as requested.

- Preparation of plans, specifications and cost estimates for electrical and mechanical design.

- Constructability, ability to bid, operability reviews, peer review, and value engineering. 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 the drawings of all disciplines involve in the project.

- Full time project representative, as requested by the City. The firms shall designate and assign a project representative on an as-needed basis, 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.

- Review of shop drawings, materials, fixtures and equipment. The firms shall review shop drawings and materials submittals and make recommendations for approval or disapproval. Final approval shall be by the City.

- Meetings and conferences. 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 firms shall be required to attend and participate in all design conferences pertinent to the work being performed.

- The firms shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the firm and the City for all work required under this agreement. The project coordinator or manager will be responsible for the complete coordination of all work developed under each assignment. All work will be accomplished with adequate internal controls and review procedures to eliminate conflicts, errors and omissions, and to ensure the technical accuracy of all design information.

- Other electrical and mechanical engineering functions as may be required by the City including but not limited to commissioning, troubleshooting malfunctioning systems, energy/resource conservation, alternative energy feasibility studies, and life cycle cost analysis.

- Provide monthly status reports on each project. Report will include project progression, projection completion percentage, invoices billed and paid.

Errors and Omissions on Designs:

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.***

SECTION III – MINIMUM QUALIFICATIONS & EXPERIENCE

The firms shall comply with the following minimum qualifications:

- A minimum of five (5) years of mechanical/electrical design experience in facility projects.
- The project management team must include licensed mechanical and electrical engineers registered in the State of Texas. Members of the project management team are considered key personnel; substitution of key personnel requires City approval.
- Demonstrated knowledge in building management, fire and life safety, communication, mechanical and electrical systems, and Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and requirements.
- Demonstrated knowledge of applicable city, state, and federal regulatory requirements.

KNOWLEDGE AND SKILLS:

The architect and engineering firm shall have the following skills and abilities:

- Use of project management software
- Prepare and formulate independent cost estimates and cost analysis
- Prepare detailed requests for proposals
- Prepare back up documentation for Change Orders
- Prepare detailed project schedules
- Review engineering drawings and specifications
- Effective conflict resolution skills
- Effective communication skills, both verbal and written
- Willingness to meet with stakeholders
- Multi-task several activities
- Prepare meeting agendas and meeting minutes
- Effective negotiation skills
- Effective organizational skills
- Track project and activity status
- Follow-up on pending items
- Economize project resources
- Effective public relations skills
- Prepare daily and monthly reports
- Review pay applications
- Keep a photo log
- Maintain an accurate and current submittal log

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.

KEY OBJECTIVES:

Selected firms are expected to achieve the following:

- To coordinate work with the Capital Improvement Department and User Departments to resolve issues.
- Implementation of creative and innovative approaches to address project requirements.
- Ensure that the project will support the relevant department's mission, accreditation standards, and compliance with best practices.
- Design and provide construction set of drawings and specifications for each project.
- Develop a schedule and enforce compliance of the project schedule.
- Develop a budget and enforce compliance of the project budget.

OTHER CONSIDERATIONS:

- Work to be coordinated with the Capital Improvement Department, TxDOT, EPWU, El Paso Water Improvement District (EPWID), and all other affected utility services, and all affected stakeholders and interested parties.
- Design shall follow City's Department of Information Technology Services requirements for fiber optic, computer equipment, and telephone systems, if applicable.

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

CITY OF EL PASO
ON-CALL PROFESSIONAL SERVICES
MECHANICAL & ELECTRICAL ENGINERING

ATTACHMENT B
FEE PROPSAL

A. PROPOSAL DETAILS

Consultant Name: EMA Engineering & Consulting, Inc.

Solicitation No: 2026-0234R

B. PERSONNEL

Item #	Labor Classification	Years of Experience	Hourly Rate
1	Principal	15+	$228.91
2	QA/QC Manager	10+	$194.50
3	Senior Mechanical Engineer (P.E.)	10+	$186.00
4	Mechanical Engineer	5–8	$158.46
5	Engineer Intern	0–3	$119.59
6	Senior Electrical Engineer (P.E.)	10+	$190.83
7	Electrical Engineer	5–8	$154.00
8	Senior Project Manager	10+	$172.33
9	Project Manager	5+	$152.47
10	Senior Designer	10+	$135.00
11	Designer	5–8	$107.83
12	High Voltage Substation Specialist	10+	$187.42
13	Controls Specialist	10+	$197.44
14	Commissioning (Cx) Engineer	8–10	$181.50
15	Commissioning (Cx) Technician	5–8	$123.63
16	Resident Project Representative (RPR)	8–10	$132.83
17	Project Superintendent	8–10	N/A
18	Site Safety & Health Officer	8–10	N/A
19	CAD/Revit Technician	3–5	$97.67
20	Administrative Assistant	0–5	$85.50

ITEM#	Reimbursable Costs	
21	Mileage	Current IRS approved rate
22	Sub Consultants (If applicable)	Cost + 10%
23	Printing, Shipping, Other Costs	Cost + 10%
24	Travel (If Applicable)	$155 per day or current USGSA approved rate
25	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 consutlant 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.
7. Consultant shall be responsible for updating personnel as needed.

CITY OF EL PASO
ON-CALL PROFESSIONAL SERVICES
MECHANICAL & ELECTRICAL ENGINERING

ATTACHMENT B
STAFF

A. PROPOSAL DETAILS

Consultant Name: EMA Engineering & Consulting, Inc.

Solicitation No: 2026-0234R

B. PERSONNEL

Item #	Labor Classification	Years of Experience	Last Name	First Name
1	Principal	15+	Bristow	Gary
2	QA/QC Manager	10+	Hansen	Steven
3	Senior Mechanical Engineer (P.E.)	10+	Garcia	Javier
4	Mechanical Engineer	5–8	Wilkins	Stanley
5	Engineer Intern	0–3	Ellexson	Carson
6	Senior Electrical Engineer (P.E.)	10+	Tate	James
7	Electrical Engineer	5–8	Condor	Cody
8	Senior Project Manager	10+	Hibbs	Johnny
9	Project Manager	5+	Latour	Vincent
			Parks	Shane
10	Senior Designer	10+	Speer	Randy
11	Designer	5–8	McLain	James
			Stanley	Karli
			Pendleton	Natalie
			Jones	Ariel
12	High Voltage Substation Specialist	10+	Tate	James
13	Controls Specialist	10+	Garcia	Javier
14	Commissioning (Cx) Engineer	8–10	Luna	Jonathan
15	Commissioning (Cx) Technician	5–8	Hubeli	Carter
			Godhino	Caio
16	Resident Project Representative (RPR)	8–10	Hibbs	Johnny
17	Project Superintendent	8–10		N/A
18	Site Safety & Health Officer	8–10		N/A
19	CAD/Revit Technician	3–5	Bright	Jeremy
20	Administrative Assistant	0–5	Moore	Cindy

*** Consultant shall be responsible for providing updated personnel as needed.

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): 2/2/2026

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: Hillary Bryant
PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899
E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Insurance Co of the Midwest	37478
INSURER B : XL Specialty Insurance Company	37885
INSURER C : Hartford Accident and Indemnity Company	22357
INSURER D : Property and Casualty Ins Co of Hartford	34690
INSURER E :	
INSURER F :	

INSURED
EMA Engineering & Consulting, Inc.
328 South Broadway
Tyler TX 75702

COVERAGES **CERTIFICATE NUMBER:** 89122740 **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	
D	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	84SBWBT8HVB	1/13/2026	1/13/2027	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓	✓	84UEGAG7838	1/13/2026	1/13/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000	✓	✓	84SBWBT8HVB	1/13/2026	1/13/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	84WBGBC8BPP	1/13/2026	1/13/2027	✓ 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
B	Professional Liability Retroactive Date: 01/28/1980		✓	DPR5052723	1/13/2026	1/13/2027	Per Claim Annual Aggregate	$5,000,000 $7,000,000

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.
City of El Paso is named additional insured on the General Liability, Auto Liability and Umbrella Liability coverages as required by written contract.
RE: Solicitation #2026-0234 On-Call Professional Services - Mechanical & Electrical 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
Hillary Bryant

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This certificate cancels and supersedes ALL previously issued certificates.

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 _____, 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 Parkhill, Smith & Cooper, Inc., a Domestic For-Profit Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform Mechanical & Electrical 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 **$250,000.00** 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. Additional basic services and reimbursables exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

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:	Parkhill, Smith & Cooper, Inc. Attn: Marcelino Trujillo 501 West San Antonio 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, P. E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2026, 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:
PARKHILL, SMITH & COOPER, INC.

By: Marcelino Trujillo
Title: Partner

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 11 day of May, 2026, by Marcelino Trujillo, as Partnerof Parkhill, Smith & Cooper, Inc..

EMMA R VIRAMONTES
Notary ID #128090974
My Commission Expires
June 3, 2026

Emma R. Viramontes
Notary Public, State of Texas

My commission expires:

June 3, 2026

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis. Services include but are not limited to the following:

- Project planning and definition
- Feasibility Studies and Life Cycle Cost Analysis
- Design development
- Project scheduling
- Permitting support
- Preparation of drawings and specifications (60%, 90% and final)
- Cost estimates (60%, 90% and final)
- Bidding support
- Responding to bidder questions
- Attending pre-bid and bid opening meetings
- Construction support and closeout
- Construction inspection and consultation
- Contractor submittal review
- Contractor change order proposal review and independent estimate
- Record drawing production from contractor provided redlines

Other services may include, but are not limited to, the following:

- Construction management of small projects
- Constructability reviews
- Peer design reviews
- Field/site investigations
- Commissioning
- System evaluation and analysis
- Attend meetings as requested by the City

DELIVERABLES

Potential deliverables generally include, but are not limited to, the following:

- Studies, reports and recommendations
- Project progress reports
- Permit packages and support documentation
- Project cost estimates, schedules, drawings and specifications
- Bidding documents, addenda and bidder evaluation
- Meeting minutes
- Construction estimates
- Field Inspection Reports
- All other deliverables as described on individual task orders

The following provides a general description of services, standards, and products required:

- The firms shall perform studies and produce reports to include investigations, drawings, sketches, and cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes feasibility studies, design analysis, and other studies as requested.

- Preparation of plans, specifications and cost estimates for electrical and mechanical design.

- Constructability, ability to bid, operability reviews, peer review, and value engineering. 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 the drawings of all disciplines involve in the project.

- Full time project representative, as requested by the City. The firms shall designate and assign a project representative on an as-needed basis, 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.

- Review of shop drawings, materials, fixtures and equipment. The firms shall review shop drawings and materials submittals and make recommendations for approval or disapproval. Final approval shall be by the City.

- Meetings and conferences. 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 firms shall be required to attend and participate in all design conferences pertinent to the work being performed.

- The firms shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the firm and the City for all work required under this agreement. The project coordinator or manager will be responsible for the complete coordination of all work developed under each assignment. All work will be accomplished with adequate internal controls and review procedures to eliminate conflicts, errors and omissions, and to ensure the technical accuracy of all design information.

- Other electrical and mechanical engineering functions as may be required by the City including but not limited to commissioning, troubleshooting malfunctioning systems, energy/resource conservation, alternative energy feasibility studies, and life cycle cost analysis.

- Provide monthly status reports on each project. Report will include project progression, projection completion percentage, invoices billed and paid.

Errors and Omissions on Designs:

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.***

SECTION III – MINIMUM QUALIFICATIONS & EXPERIENCE

The firms shall comply with the following minimum qualifications:

- A minimum of five (5) years of mechanical/electrical design experience in facility projects.
- The project management team must include licensed mechanical and electrical engineers registered in the State of Texas. Members of the project management team are considered key personnel; substitution of key personnel requires City approval.
- Demonstrated knowledge in building management, fire and life safety, communication, mechanical and electrical systems, and Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and requirements.
- Demonstrated knowledge of applicable city, state, and federal regulatory requirements.

KNOWLEDGE AND SKILLS:

The architect and engineering firm shall have the following skills and abilities:

- Use of project management software
- Prepare and formulate independent cost estimates and cost analysis
- Prepare detailed requests for proposals
- Prepare back up documentation for Change Orders
- Prepare detailed project schedules
- Review engineering drawings and specifications
- Effective conflict resolution skills
- Effective communication skills, both verbal and written
- Willingness to meet with stakeholders
- Multi-task several activities
- Prepare meeting agendas and meeting minutes
- Effective negotiation skills
- Effective organizational skills
- Track project and activity status
- Follow-up on pending items
- Economize project resources
- Effective public relations skills
- Prepare daily and monthly reports
- Review pay applications
- Keep a photo log
- Maintain an accurate and current submittal log

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.

KEY OBJECTIVES:

Selected firms are expected to achieve the following:

- To coordinate work with the Capital Improvement Department and User Departments to resolve issues.
- Implementation of creative and innovative approaches to address project requirements.
- Ensure that the project will support the relevant department's mission, accreditation standards, and compliance with best practices.
- Design and provide construction set of drawings and specifications for each project.
- Develop a schedule and enforce compliance of the project schedule.
- Develop a budget and enforce compliance of the project budget.

OTHER CONSIDERATIONS:

- Work to be coordinated with the Capital Improvement Department, TxDOT, EPWU, El Paso Water Improvement District (EPWID), and all other affected utility services, and all affected stakeholders and interested parties.
- Design shall follow City's Department of Information Technology Services requirements for fiber optic, computer equipment, and telephone systems, if applicable.

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

CITY OF EL PASO
ON-CALL PROFESSIONAL SERVICES
MECHANICAL & ELECTRICAL ENGINERING

ATTACHMENT B
FEE PROPSAL

A. PROPOSAL DETAILS

Consultant Name: Parkhill Smith & Cooper, Ink DBA Parkhill

Solicitation No: 2026-0234R

B. PERSONNEL

Item #	Labor Classification	Years of Experience	Hourly Rate
1	Principal	15+	$228.91
2	QA/QC Manager	10+	$194.50
3	Senior Mechanical Engineer (P.E.)	10+	$186.00
4	Mechanical Engineer	5–8	$158.46
5	Engineer Intern	0–3	$119.59
6	Senior Electrical Engineer (P.E.)	10+	$190.83
7	Electrical Engineer	5–8	$154.00
8	Senior Project Manager	10+	$172.33
9	Project Manager	5+	$152.47
10	Senior Designer	10+	$135.00
11	Designer	5–8	$107.83
12	High Voltage Substation Specialist	10+	N/A
13	Controls Specialist	10+	$197.44
14	Commissioning (Cx) Engineer	8–10	$181.50
15	Commissioning (Cx) Technician	5–8	$123.63
16	Resident Project Representative (RPR)	8–10	$132.83
17	Project Superintendent	8–10	$167.50
18	Site Safety & Health Officer	8–10	$150.00
19	CAD/Revit Technician	3–5	$97.67
20	Administrative Assistant	0–5	$85.50

ITEM#	Reimbursable Costs	
21	Mileage	Current IRS approved rate
22	Sub Consultants (If applicable)	Cost + 10%
23	Printing, Shipping, Other Costs	Cost + 10%
24	Travel (If Applicable)	$155 per day or current USGSA approved rate
25	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 consutlant 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.
7. Consultant shall be responsible for updating personnel as needed.

A. PROPOSAL DETAILS

Parkhill Smith & Cooper, Inc. Dba Parkhill

Solicitation #2026-0234R

B. PERSONNEL

Item #	Labor Classification	Years of Experience	Last Name	First Name
1	Principal	15+	Tidwell	Shaun
			Trujillo	Marcelino
2	QA/QC Manager	10+	Rylander	Tony
3	Senior Mechanical Engineer (P.E.)	10+	Gragg	Colton
4	Mechanical Engineer	5–8	Brown	Carter
			Fleenor	Luke
5	Engineer Intern	0–3	Cardenas	Jason
6	Senior Electrical Engineer (P.E.)	10+	Morgeson	John
			Wasem	Mankarious
7	Electrical Engineer	5–8	Apphia	Wilson
			Roloff	Jonathan
			Flores	Adrian
8	Senior Project Manager	10+	Watts	Alanna
			Labree	Kim
9	Project Manager	5+	Wilson	Apphia
10	Senior Designer	10+	Pedro	Gonzalez
			Sanchez	Onfre
11	Designer	5–8	Morelos	Josue
12	High Voltage Substation Specialist	10+	N/A	
13	Controls Specialist	10+	Rodriguez	Juan
14	Commissioning (Cx) Engineer	8–10	Balderas	Thalia
15	Commissioning (Cx) Technician	5–8	Fannin	James
16	Resident Project Representative (RPR)	8–10	Bazan	Vince
17	Project Superintendent	8–10	Diaz	Cynthia
18	Site Safety & Health Officer	8–10	Gary	Trenton
19	CAD/Revit Technician	3–5	Martinez	Andrea
20	Adiminstrative Assistant	0-5	Gandara	Sandra
			Webb	Lauren
			Viramontez	Emma

*** Consultant shall be responsible for updating personnel as needed.

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): 02/05/2026

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 Sanford & Tatum Insurance Agency PO Box 64790 Lubbock TX 79464	**CONTACT NAME:** Dee Bartlett **PHONE (A/C, No, Ext):** (806) 792-5564 **FAX (A/C, No):** (806) 792-9344 **E-MAIL ADDRESS:** dee.bartlett@sanfordtatum.com
INSURED Parkhill, Smith & Cooper, Inc. 4222 85th Street Lubbock TX 79423	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Phoenix Insurance Co — 25623 INSURER B : Charter Oak Fire Ins. Co — 25615 INSURER C : Travelers Property Casualty Co. of America — 25674 INSURER D : Farmington Casualty — 41483 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 25/26 **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: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6305H948872	09/30/2025	09/30/2026	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 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA4N167444	09/30/2025	09/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP5H948872	09/30/2025	09/30/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5H948872	09/30/2025	09/30/2026	[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

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

RE: Project #47164.25 / El Paso M&E On-Call 2026, Solicitation #2026-0234R On-Call Professional Services – Mechanical & Electrical Engineering. The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requres such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.The General Liability,Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company.

CERTIFICATE HOLDER

City of El Paso
Attn: Yvette Hernandez
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

Dianah Tatum

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2026

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: Simran Patel PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Casualty and Surety Co of Amer	31194
INSURED Parkhill 4222 85th St. Lubbock TX 79423	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 89172732 **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						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional & Pollution Liability		✓	106653747	1/10/2026	1/10/2027	Per Claim Annual Aggregate	$2,000,000 $4,000,000

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 day notice of cancellation in favor of the certificate holder on all policies.
RE: 47164.25 / El Paso M&E On-Call 2026, Solicitation #2026-0234R On-Call Professional Services – Mechanical & Electrical Engineering.

CERTIFICATE HOLDER

City of El Paso
Attn: Yvette Hernandez
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
Hillary 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. <u>OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970</u> (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. <u>RIGHTS TO INVENTIONS</u> (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. <u>TERMINATION OF CONTRACT</u> (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

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	Javier Garcia
Business Name	Bath Group
Agenda Item Type	
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.

☑ 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: 2/3/2026

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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Contributor / Donor Information:

Full Name	Stacy Sanders
Business Name	EMA Engineering & Consulting, Inc.
Agenda Item Type	N/A
Relevant Department	N/A

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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District 8		

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Signature: _____ Date: 02/02/26

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

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"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.
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Contributor / Donor Information:

Full Name	Marcelino Trujillo
Business Name	Parkhill Smith & Cooper Inc., dba Parkhill
Agenda Item Type	Engineering On-Call Contract
Relevant Department	Water Resources

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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District 6		
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Signature: Marcelino Trujillo Date: 2/10/2026

File #: 26-0611, **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, Mayor Renard U. Johnson, (915) 212-0021

AGENDA LANGUAGE:

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

Michael E. Grady to the City Accessibility Advisory Committee by Mayor Renard U. Johnson.

Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	
Name of Board	City Accessibility Advisory Committee

Agenda Posting Language

Michael E. Grady to the City Accessibility Advisory Committee by Mayor Renard U. Johnson.

Appointment Type	Regular

Member Qualifications

A person whose duties include addressing accessibility concerns and compliance with City Ordinance 9779 and the Americans with Disabilities Act (ADA). The Committee also provides recommended resolutions to complaints alleging discrimination by the City on the basis of disability.

Nominee Name	Michael E. Grady
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 5
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

N/A

Previous Appointee	Camille Maldonado-Rivera
Reason for Vacancy	Term Expired
Date of Appointment	05/26/26
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	Unexpired Term

Dear Chairperson of El Paso Committee Selection Board,

I am writing to express my interest in serving on one of the committees that can use my skillset and passion for our El Paso Community. My work in ministry and community advocacy has been grounded in a lifelong commitment to service, justice, and the well-being of the people of our community. I believe this background has prepared me to contribute thoughtfully and effectively to a body charged with addressing public concerns and advancing the common good.

As a pastor, I have spent years walking with individuals and families through moments of need, conflict, growth, and hope. Ministry has required careful listening, principled leadership, collaboration across diverse groups, and a steady commitment to meeting both spiritual and practical needs. That experience has taught me how to build trust, encourage unity, and keep people at the center of decision-making.

At the same time, my leadership in the NAACP, the BNHR and other community settings has strengthened my commitment to equity, civic responsibility, and constructive public engagement. Through advocacy work, coalition building, and community representation, I have learned how to engage institutions, speak clearly on matters affecting underserved communities, and help move important conversations toward practical solutions. Cover letters for advocacy and board roles are strongest when they connect leadership experience to stakeholder engagement, mission fit, and public impact.

What I would bring to this role is a combination of moral clarity, community credibility, and collaborative leadership. I understand the importance of respectful dialogue, sound judgment, and service that is guided not by personal interest but by the needs of the broader community. My hope is to contribute a perspective shaped by ministry, civil-rights leadership, and a sincere desire to help institutions serve people with fairness and integrity.

I am also writing to express my interest in serving in the [name of committee, board, commission, or role]. As a pastor and community leader, and through service with organizations such as the NAACP, I have devoted my work to strengthening communities, advocating for equitable opportunity, and bringing people together around practical solutions. A strong cover letter should clearly state the role, connect experience to mission, and present relevant leadership strengths early in the letter.[29] [30]

Through pastoral leadership, public advocacy, and civic engagement, I have developed experience in listening to community concerns, building trust across diverse groups, and working with institutions to address local needs. My ministry has required compassion, sound judgment, and steady leadership, while my community and civil-rights work has strengthened my ability to engage in policy issues, collaborate with stakeholders, and speak on behalf of those whose voices are often overlooked.

My combined experiences have prepared me to contribute meaningfully while collaborating with others and would bring a perspective shaped by faith-informed service, nonprofit leadership, community outreach, and a commitment to fairness, accountability, and the public good.

I would be honored to support the work of any committee and to help advance initiatives that benefit the people of our El Paso community. Thank you for your time and consideration. I welcome the opportunity to speak further about how my background and commitment to service can support the goals of your committee.

FYI

Professional Experience — His current role as Senior Pastor at Prince of Peace Christian Fellowship, his service as Past President of the El Paso NAACP, his 11 years as Presiding Elder in the CME Church, and his **20+ year career in the U.S. Army Chaplain Corps**

Education — Degrees and credentials from Southern Illinois University Edwardsville, Monmouth Bible Institute, and Phillips School of Theology

Core Competencies — Highlights skills directly relevant to committee work: community advocacy, nonprofit management, conflict resolution, public speaking, and government relations

Organizational Memberships — NAACP, BNHR, United Negro College Fund, Full Gospel Business Fellowship, and the Interdenominational Ministerial Alliance, National Faith Advisory Board.

File #: 26-0649, **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 Ivan Niño, (915) 212-0005

AGENDA LANGUAGE:

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

Sarah Catherine Brown to the Animal Shelter Advisory Committee by Representative Ivan Niño, District 5.

Board Appointment Form

City Clerk's Office

Appointing Office	Ivan Niño, District 5
Agenda Placement	Regular
Date of Council Meeting	
Name of Board	Animal Shelter Advisory Committee

Agenda Posting Language

Sarah Catherine Brown to the Animal Shelter Advisory Committee by Representative Ivan Niño, District 5.

Appointment Type	Regular

Member Qualifications

Holds a Master of Business Administration from Columbia College and possesses strong organizational, analytical, and communication skills that would support effective participation on an Animal Shelter Advisory Committee. Demonstrated commitment to leadership, collaboration, ethical decision-making, and creating safe, efficient, and accountable environments aligned with community needs.

Nominee Name	Sarah Catherine Brown
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 5
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

[redacted]

Previous Appointee	Alejandra Valdez
Reason for Vacancy	Removed
Date of Appointment	05/26/26
Term Begins On	09/01/25
Term Expires On	08/31/26
Term	Unexpired Term

Sarah Brown

[redacted]

[redacted]

SUMMARY

Dynamic and resourceful operations and manufacturing leader with 20+ years of experience optimizing production, strengthening cross-functional communication, and driving continuous improvement. Proven ability to lead large teams, streamline processes, stabilize supply chains, and execute strategic planning in time-sensitive, fast-paced environments.

CORE SKILLS

- Team Leadership & Coaching
- Strategic Planning & Execution
- Cross-Functional Communication
- Workforce Scheduling & Labor Planning
- Performance Management
- Conflict Resolution
- Inventory Management
- Production Planning & Scheduling
- Lean Manufacturing
- Continuous Improvement
- Root Cause Analysis
- Capacity Planning
- Quality Assurance & Compliance
- Safety Protocol Enforcement
- ERP/MRP Systems
- KPI Development & Monitoring
- Cost Reduction Strategies
- Supplier/Vendor Management
- Data-Driven Decision Making

PROFESSIONAL EXPERIENCE

Buyer / Production Planner, Schneider Electric — El Paso, TX (March 2024 – Present)

- Maintained accurate purchasing records including item descriptions, cost histories, and receipt confirmations.
- Monitored and adjusted inventory levels to ensure product availability aligned with production demands.

- Strengthened supplier relationships to reduce lead times and improve cost and quality performance.
- Ensured compliance with procurement procedures and industry regulations.
- Managed and optimized inventory control systems for tracking stock levels, deliveries, and material flows.

Manufacturing Supervisor, Schneider Electric — El Paso, TX (October 2021 – February 2024)

- Supervised employee's workforce, ensuring safety, productivity, and quality standards.
- Reviewed customer orders and aligned job assignments to meet production deadlines.
- Identified opportunities for process automation and operational improvements.
- Maintained production documentation including labor hours, output levels, and material consumption.
- Led daily operations planning and workflow prioritization across departments.

Operations Manager, U.S. Army — Various Locations (July 1999 – October 2021)

- Directed daily operations for multiple departments, ensuring mission readiness and optimal workflow execution.
- Produced detailed operational performance reports for leadership and cross-functional teams.
- Monitored inventory accuracy and ensured accountability of all materials.
- Reviewed and improved policies and procedures for operational efficiency.
- Provided workforce training, guidance, and mentorship to support organizational objectives.

EDUCATION

MBA, Columbia College — Columbia, MO (May 2021)

Bachelor of Arts, Columbia College — Columbia, MO

File #: 26-0657, **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 Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

Alison Rivera to the City Accessibility Advisory Committee 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	
Name of Board	City Accessibility Advisory Committee

Agenda Posting Language

Alison Rivera to the City Accessibility Advisory Committee by Representative Josh Acevedo, District 2.

Appointment Type	Regular

Member Qualifications

Alison Rivera is a youth leader helping individuals with disabilities develop leadership skills by engaging them in activities and conversations.

Nominee Name	Alison Rivera
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 3
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

N/A

Previous Appointee	George Zavala
Reason for Vacancy	Term Expired
Date of Appointment	05/26/26
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	First Term

Alison Rivera

EDUCATION

Bachelor of Arts in Criminal Justice with a minor in Chicano Studies- Interdisciplinary

Graduated:05/22

The University of Texas at El Paso (UTEP)

Overall GPA: 3.04
Major GPA: 3.28

Honors & Activities

Dean's List – Spring 2020 and Fall 2021
Baptist Student Ministry Fall 2019-Spring 2022

Student Government Association Fall 2021- Spring 2022

Texas Rising Fall 2019- Spring 2022

Young Life Fall 2021-Spring 2022

Awards

Legislative Assistant

Legislative Assistant of the Year-SGA

VOLUNTEER EXPERIENCE

Volunteer

Center Against Sexual and Family Violence 08/22- present El Paso Texas

- Support Empowerment project by creating buttons and doing other assignments as needed
- Cutting and organizing business cards into rows of 50
- File case folders in the filling cabinet on a weekly basis

Youth Leader

El Paso de Norte Youth Leadership Forum 09/2016-present

- Coordinated the event by setting up and collaborated with organizers by creating groups and encouraged participation
- Helped individuals with disabilities develop leadership skills by engaging them in activities and conversations

Volunteer

El Paso Police Department 09/2014-12-2014

- Filed paperwork in an organized way for easier access
- Sorted pawn tickets in the correct date for pawn shops

Skills

- Bilingual: Spanish and English (written and oral)
- Extensive use of MS Suite (Outlook, PowerPoint, Excel, Word and Publisher)
- Familiar with Adobe Creative Suite
- Knowledge in Facebook and Instagram

File #: 26-0618, **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
Office of Management and Budget, Sasho Andonoski, (915) 212-1092

AGENDA LANGUAGE:

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

For notation only, P-Card Transactions for the period of March 21, 2026 to April 20, 2026 Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Office of Managment and Budget

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Sasho Andonoski **PHONE NUMBER:** (915) 212 - 1092

2nd CONTACT PERSON NAME: **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:
For notation only, P-Card Transactions for the period of March 21, 2026 to April 20, 2026 Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney ' s Office, City Manager ' s Office and staff.

ISSUE STATEMENT:
This agenda item is to provide the Council an update on the P-Card Transactions for the period of March 21, 2026 – April 20, 2026, Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

BACKGROUND:
[In this section, include information related to City Council and/or Committee action history, financial and/or resource considerations (required), how the item relates to council goals/action priorities, and any timing issues and/or implications. The background may be a narrative or a bulleted list of Council and/or Committee action.]

What are the benefits to the City of this action? What are the citizen concerns? Attach any relevant documents such as bid tabulation, ordinance, or resolution. The description should answer what, why, where, when, and how, so Council will understand the contemplated action.

COUNCIL OPTIONS:
Take no action, No MOTION needed.

COMMITTEE REVIEW AND/OR RECOMMENDATION:
N/A

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

N/A

RELATED CITY POLICIES:

City of El Paso Purchasing Card (P-Card) Policy and Procedures and FY2026 Budget Resolution

PRIOR COUNCIL ACTION:

N/A

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:

N

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. P-Card Transaction Reports March 21, 2026 to April 20, 2026 City Council Representatives and Staff

FOR MORE INFORMATION:

Sasho Andonoski (915) 212 - 1092 andonoski@elpasotexas.gov

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

SIGNATURE: _____

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

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Py *international Municip	3/26/2026	$ 3,925.00	To renew the IMLA membership for all Attorneys staffed.
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	4/10/2026	$ 529.00	For Attorney Karla Nieman to attend TCAA summer conference in Galveston, TX
CITY ATTORNEY	Garcia Sandra	Omni Shoreham Online Srvc	4/13/2026	$ 1,694.05	For Attorney Sarah Hartnett to attend 2026 Mid-Year IMLA Seminar in Washington, DC
CITY ATTORNEY	Garcia Sandra	Fedex	4/14/2026	$ 6.58	For Employee Sara Chamberlain working out of state to return City Property (laptop)
CITY ATTORNEY	Garcia Sandra	State Bar Tx-Dues-Web	4/14/2026	$ 175.00	For Litigation attorneys to attend El Paso Bar CLE Conquering the Courtroom
CITY ATTORNEY	Garcia Sandra	American Arbitration	4/15/2026	$ 205.20	For arbitration services Re: CLEAT (Adan Chavez) -and- City of El Paso
CITY ATTORNEY	Garcia Sandra	State Bar Tx-Dues-Web	4/16/2026	$ 35.00	For Litigation attorney to attend El Paso Bar CLE Conquering the Courtroom
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	3/23/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	3/23/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	3/23/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	3/23/2026	$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	3/25/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	3/26/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	3/26/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	3/26/2026	$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	3/30/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/2/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/3/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/6/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/6/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/6/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/7/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/8/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/10/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/13/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/14/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/14/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/14/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/14/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/14/2026	$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/15/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/15/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/15/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/15/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/15/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/15/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/15/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/15/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/17/2026	$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/17/2026	$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Scott Belinda	Res*tx Court Fee	4/9/2026	$ 8.05	Fee for copies of court documents.
CITY MANAGER	Mack Dionne	Openai *chatgpt Subscr	3/26/2026	$ 21.28	ChatGPT Subscription for CM Mack on March 26, 2026
CITY MANAGER	Mack Dionne	Renaissance Hotels Sea	4/10/2026	$ 605.26	CM Mack travel to ICMA 2026 Conference - Orlando FL
CITY MANAGER	Monsivais Rosa Maria	Tlf*angies Flowers	4/7/2026	$ 92.90	Purchased flowers for family of deceased city of El Paso employee, Agustin Huerta
CITY MANAGER	Sepulveda Denice	United	4/3/2026	$ 15.04	Aspen institute travel for Dr. Guadalupe Corral Approved by Roman Sanchez, it is for the expenses and for the travel. the flights were 428.40+15.04+15.04 add up to 458.48. all items attached.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Sepulveda Denice	United	4/3/2026	$ 428.40	Aspen institute travel for Dr. Guadalupe Corral Approved by Roman Sanchez, it is for the expenses and for the travel. the flights were 428.40+15.04+15.04 add up to 458.48. all items attached.
CITY MANAGER	Sepulveda Denice	United	4/3/2026	$ 15.04	Aspen institute travel for Dr. Guadalupe Corral Approved by Roman Sanchez, it is for the expenses and for the travel. the flights were 428.40+15.04+15.04 add up to 458.48. all items attached.
CITY MANAGER	Sepulveda Denice	The Aspen Institute In	4/9/2026	$ 1,500.00	Dr. Guadalupe Corral was selected to participate in the Aspen Institute Exe Seminar. She received a scholarship for 14k, and the registration, and air trave was to be paid by us. approved by Roman San
DISTRICT 01	Acosta Gladys	Canva* 04828-28810716	3/22/2026	$ 120.00	Canva subscription for office communications
DISTRICT 01	Acosta Gladys	Region 19	4/7/2026	$ 150.00	Partner Sponsorship for the Texas State Spanish Spelling Bee
DISTRICT 01	Acosta Gladys	Wm Supercenter #512	4/16/2026	$ 108.10	Chairs, Balloons, and Presentation Clicker for Community Events and Presentations
DISTRICT 01	Chavez Alejandra	Cci	3/21/2026	$ 636.05	Constant Contact Subscription for District 1 Newsletter and other Mailings
DISTRICT 02	Carlos Diego	Mailchimp	4/3/2026	$ 26.50	newsletter service
DISTRICT 02	Carlos Diego	Canva* I04840-46853660	4/3/2026	$ 14.99	graphic design for newsletter and social media
DISTRICT 02	Carlos Diego	Sq *off The Grill	4/7/2026	$ 216.00	holiday cookies for senior centers
DISTRICT 02	Carlos Diego	Localprog* 2026 Nation	4/9/2026	$ 100.00	registration for national conference of local elected officials in July
DISTRICT 03	Jimenez Melody	Linktree* Linktree	3/24/2026	$ 15.99	Linktree for contituent information and communication
DISTRICT 03	Maldonado-Rocha Deanna	Sams Club.Com	3/30/2026	$ 64.81	The purpose of the purchase was to provide food for guests for Autism Acceptance Month.
DISTRICT 03	Maldonado-Rocha Deanna	Cci	4/5/2026	$ 91.00	Monthly charge for email distribution service for D3 office newsletter
DISTRICT 03	Maldonado-Rocha Deanna	Sams Club.Com	4/13/2026	$ 33.24	The purpose of the purchase was to provide food for students form Coach Hartley Walley Elementary

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 03	Maldonado-Rocha Deanna	Canva* I04851-40731246	4/14/2026	$ 12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 04	Trejo Cynthia	Canva* I04848-48983809	4/11/2026	$ 30.00	Professional services: software for District- 4 Newsletters
DISTRICT 05	Aguilar Mike	Costco Whse #0768	4/2/2026	$ 57.93	Purchase for community event support of Tierra Este Trail Opening on 4-2-2026. Approved by City Council Resolution on June 10, 2025. Purchase in support of events in District 5.
DISTRICT 05	Nino Ivan	Costco Whse #0768	4/16/2026	$ 42.75	Community event support, approved by City Council Resolution on June 10, 2025. Community clean up event 4/18. Waters, gatorade. Funding string:2205 Division:10040 Account:544200 Activity: Other
DISTRICT 05	Nino Ivan	Wal-Mart #3763	4/17/2026	$ 64.92	Community event support, approved by City Council Resolution on June 10, 2025. Community clean up event 4/18. Shaded canopy. Funding string:2205 Division:10040 Account:544200 Activity: Other
DISTRICT 05	Nino Ivan	Little Caesars 20331	4/18/2026	$ 75.67	Community event support, approved by City Council Resolution on June 10, 2025. Community clean up event 4/18. Food for volunteers.
DISTRICT 06	Fierro Art	Tst* Bardough	3/20/2026	$ 102.59	Fraudulent charge, Wells Fargo has been notified and case number 70986750 was provided.
DISTRICT 06	Fierro Art	Uber *trip	3/21/2026	$ 54.53	Uber was accidentally charged to the p-card, when Representative Fierro was back in El Paso he refunded the city for the charge.
DISTRICT 08	Abbas Tatiana	Michaels Stores 1068	4/17/2026	$ 52.38	Celebration for the fifth anniversary for the Chamizal Recreation Center and Express Library.

CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

April 2026

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION
DISTRICT 6	Amazon Capital Services Inc	1/21/2026	$ 3.13	Reslosable Sandwich bags
DISTRICT 6	Amazon Capital Services Inc	1/21/2026	$ 1.98	Peppermint Herbal tea bags
DISTRICT 6	Amazon Capital Services Inc	1/21/2026	$ 7.59	ZIQON 30Pcs Plastic tweezers
DISTRICT 6	Amazon Capital Services Inc	1/21/2026	$ 2.23	Chamomile Herbal tea bags
DISTRICT 6	Amazon Capital Services Inc	1/21/2026	$ 2.58	Amazon Brand- Happy Belly Earl
DISTRICT 6	Amazon Capital Services Inc	3/6/2026	$ (5.99)	Yowamho 1000Pcs blue beads
DISTRICT 6	Amazon Capital Services Inc	1/21/2026	$ 9.99	Yowamho 3000Pcs beads fuse
DISTRICT 6	Amazon Capital Services Inc	3/9/2026	$ (3.13)	Reclosable sandwich bags
DISTRICT 6	Amazon Capital Services Inc	3/6/2026	$ (9.99)	Yowmaho 3000Pc Pink Fuse beads
DISTRICT 6	Amazon Capital Services Inc	2/2/2026	$ (6.79)	3 Herbal Tea Bags
DISTRICT 6	Amazon Capital Services Inc	3/6/2026	$ (7.59)	ZIQON 30Pcs tweezers
DISTRICT 6	Amazon Capital Services Inc	1/22/2026	$ 3.99	REMTOO 50Pcs keychains
DISTRICT 6	Amazon Capital Services Inc	1/22/2026	$ 5.99	Yowamho 1000PCs Fuse beads
DISTRICT 6	Amazon Capital Services Inc	3/6/2026	$ (3.99)	REEMTOO 50Pcs keychains set

File #: 26-0647, **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.

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.

Receipt of campaign contributions by Joseph "Sam" Armijo, candidate for District 1, in the amount of $500.00 loan to campaign from Dr. J.S. Armijo.

File #: 26-0635, **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 4
Capital Improvement Department, Javier Acosta , (915) 212-0065
Capital Improvement Department, Jesus Palma, (915) 212-1835

AGENDA LANGUAGE:

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

Award of Change Order #4 for Solicitation 2024-0124N2 Job Order Contracting and Facilities Construction Contract, Veterans Pool Improvements to Noble General Contractors, LLC. for a total of $109,110.03. Approval will allow the City to proceed with additional scope of work to enhance the aesthetics and operational efficiency to the existing bathrooms.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Deparment

RECEIVED
By City Clerk's Office at 4:44 pm, May 18, 2026

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez **PHONE NUMBER:** 915-212-1783

2nd CONTACT PERSON NAME: Jesus Palma **PHONE NUMBER:** 915-212-1835

DISTRICT(S) AFFECTED: 4

AGENDA ITEM:

Award of Change Order #4 for solicitation 2024-0124N2 Job Order Contracting and Facilities Construction Contract, Veterans Pool Improvements to Noble General Contractors, LLC. for a total of $109,110.03. Approval will allow the City to proceed with additional scope of work to enhance the aesthetics and operational efficiency the existing bathrooms.

ISSUE STATEMENT:

City Council is asked to approve change order #4 for Veterans Pool Improvements Project. Approval will allow the City to proceed with additional scope of work to enhance the aesthetics and operational efficiency the existing bathrooms.

BACKGROUND:

Change Order #4 will consist of remove and replace existing plumbing fixtures with new plumbing fixtures (lavatories, water closets, urinal), new fixture carriers, and extensions. Remove and replace plumbing piping behind wall, route new sanitary sewer piping above ground (PVC), sanitary vent (cast iron), domestic water piping (copper) and connect to existing main. Provide new service shut off valves, hangers and supports and insulation as required in Men's and Women's bathrooms. Remove tile from bathroom walls and shower floors. Smooth CMU walls, add block sealer as needed and paint bathroom walls. Add new floor tile in all showers. Replace all mirrors with new. Remove and reinstall existing soap dispensers, hand dryers, and waste receptacles.

COUNCIL OPTIONS:

1. Approve the award of Change Order #4 for Veterans Pool Improvements Project.
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

Not Applicable

RELATED CITY POLICIES:

Not Applicable

PRIOR COUNCIL ACTION:

City council approved task order #2, under the Job Order Contract & Facilities Construction Contract 2024-0124N2 to award Veterans Pool Improvements Project to Noble General Contractors on March 17th, 2026.

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:

Amount $109,110.03
Funding Source: Miscellaneous
Funding String: PIFSAMFAC-532000-532-4930-31040

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not Applicable

NAME	AMOUNT ($)

ATTACHMENTS:

Change Order #4

FOR MORE INFORMATION:

Yvette Hernandez 915-212-1783 HernandezYM@elpasotexas.gov

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

SIGNATURE: Yvette Hernandez

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

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 4 **DATE:** May 12, 2026 [X] SCOPE CHANGE [ ] CONSTRUCTION CHANGE

PROJECT: Veterans Pool Improvements **SOLICITATION #:** 2024-0124N2

Original Contract Amount:	$ 1,016,688.28	Original Contract Substantial Completion Date:	8/1/2026
Net Change by previous Change Orders:	$ 8,398.89	Total days added due to Change Orders and CQN's:	0
Net Change by previous Construction Quantity Notices:	$ -	Total days added for this Change Order:	0
New Amended Contract Amount:	$ 1,134,197.20	New Substantial Completion Date:	8/1/2026
Total amount added for this Change Order:	$ 109,110.03		
Change Order Percentage:	11.56%		

Existing Drawing Reference:

N/A

Existing Specification Reference:

N/A

New Drawings/Specifications Reference:

N/A

Detailed Scope of Work of the Change Order:

Contractor to provide all labor, equipment and material for the following scope of work for both Men and Womans Bathrooms:
Remove and replace existing plumbing fixtures with new plumbing fixtures (lavatories, water closets, urinal), new fixture carriers, and extensions. Remove and replace plumbing piping behind wall, route new sanitary sewer piping above ground (PVC), sanitary vent (cast iron), domestic water piping (copper) and connect to existing main. Provide new service shut off valves, hangers and supports and insulation as required in Men's and Women's bathrooms. Remove tile from bathroom walls and shower floors. Smooth CMU walls, add block sealer as needed and paint bathroom walls. Add new floor tile in all showers.(Remove exisitng shower floor tile if any) Replace all mirrors with new. Remove and reinstall existing soap dispensers, hand dryers, and waste receptacles.

Unless specifically noted, this change order addresses all compensation for time and money including all direct and indirect costs associated with the scope of work noted above.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 0 **TOTAL CHANGE ORDER AMOUNT:** $109,110.03

CONTRACTOR (OWNER/AUTHORIZED OWNER REPRESENTATIVE)

I, Christy Nevarez, of Noble General Contractors agree and accept the terms and conditions of this change order.

Signature: Christy Nevarez Date: 05/14/2026

CITY OF EL PASO (CITY ENGINEER)

I, Yvette Hernandez, P.E. of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: Yvette Hernandez Date: 5/15/26

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 4 **DATE:** May 12, 2026 [X] **SCOPE CHANGE**

PROJECT: Veterans Pool Improvements **SOLICITATION #:** 2024-0124N2 [0] **CONSTRUCTION CHANGE**

Method Utilized for Implementing change:

- [ ] Unit Bid Prices
- [X] Lump Sum ✓
- [ ] Actual Cost (Force Account)

Identified by: [X] CID ✓ [ ] Contractor [ ] User Dept.

Type of Change Order:

- [ ] User Request
- [ ] Error & Omission
- [ ] Value Engineering
- [ ] Differing Site
- [X] CID Initiated
- [X] Contractor Initiated ✓

Contractors Proposal Cost: $109,110.03 ✓
Final Negotiated Amount: $109,110.03

Time Requested: 0 Consecutive Calendar Days ✓
Time Justified: 0 Consecutive Calendar Days

Reason/Justification for Change Order:

During field observation, it was identified that the existing restroom plumbing fixtures, piping, and finishes have deteriorated due to age and continuous use, resulting in maintenance concerns and reduced functionality within the Men's and Women's restrooms. This work is necessary to replace outdated plumbing infrastructure, improve reliability of the sanitary and domestic water systems, address deteriorated wall and shower finishes, and restore the restrooms to a safe, functional, and maintainable condition while improving overall appearance and usability of the facility.

Cost : The PM prepared an estimate based upon RSMeans Data for a total of $112,691.86. The contractor submitted a cost proposal of $109,110.03. The PM found that the price was reasonable and fair based on the comparison between the ROM estimate and contractor's proposal.

Time: No time extension requested

Attachments:

- [ ] RFI
- [X] RFP
- [ ] ASI (if applicable)
- [X] Final Contractor proposal
- [X] Budget Status Report (PeopleSoft)
- [X] Independent Cost Estimate
- [ ] Schedule
- [X] Change Order Log
- [ ] Utility Commitment Letter (if applicable)

AS A RESULT OF THIS CHANGE ORDER, PLEASE MAKE THE FOLLOWING ADJUSTMENT TO THE PURCHASE ORDER:

PO LINE	ADDED AMOUNT	ACCOUNT
2	$ 109,110.03	580272

TOTAL NET CHANGE TO PURCHASE ORDER: $109,110.03

C.O. Amount $109,110.03

Additional Funding/Direction:

Project Manager: Jesus Palma (Jesus Palma) 05/12/2026 Date

Division Manager: Karla E. Mota (Karla Mota) 05/13/2026 Date

Assistant Director: Gilbert Guerrero (Gilbert Guerrero) 5/13/2026 Date

CITY OF EL PASO CHANGE ORDER and CHANGE QUANTITY NOTICE LOG

Project Name:	Veterans Pool Improvements
Solicitation (Contract) No.:	2024-0124N2
Project Number:	PIFSAMFAC
PO No.:	2600000186
Contractor:	Noble General Contractors

Original Contract

Notice to Proceed:	3/24/2026	
Substantial Completion Period:	130	Consecutive Calendar Days
Substantial Completion Date:	8/1/2026	
Final Completion Period:	30	Consecutive Calendar Days
Final Completion Date:	8/31/2026	
Contract Amount	$ 1,016,688.28	
Contingency Budget:	$ 152,503.24	

Modified Contract

Total Days Added:	0	Consecutive Calendar Days
Substantial Completion Period:	130	Consecutive Calendar Days
Substantial Completion Date:	8/1/2026	
Final Completion Date:	8/31/2026	
Total Cost Added:	$117,508.92	
Remaining Contingency:	$34,994.32	
Change Order Percentage:	11.56%	

CO #	Date	Description	Days	Cost
1	1/0/1900	Task Order (Taking up slot for as CO#1)	0	$0.00
2	5/7/2026	Contractor to provide all labor, equipment and material for the following scope of work:-Add four (4) inch cove base to Womans and Mens Bathroom perimeter walls. Use same material as flooring for cove base.	0	$6,991.28
3	5/7/2026	Contractor to provide all labor, equipment and material for the following scope of work:-Cut and prepare metal doors in order to install one (1) louver on two (2) exisitng doors in the breakroom/storage room.	0	$1,407.61
4	1/0/1900	Contractor to provide all labor, equipment and material for the following scope of work for both Men and Womans Bathrooms:Remove and replace existing plumbing fixtures with new plumbing fixtures (lavatories, water closets, urinal), new fixture carriers, and extensions. Remove	0	$109,110.03
5	1/0/1900	0	0	$0.00
6	1/0/1900	0	0	$0.00
7	1/0/1900	0	0	$0.00
8	1/0/1900	0	0	$0.00
9	1/0/1900	0	0	$0.00
10	1/0/1900	0	0	$0.00
11	1/0/1900	0	0	$0.00
12	1/0/1900	0	0	$0.00
13	1/0/1900	0	0	$0.00
14	1/0/1900	0	0	$0.00
15	1/0/1900	0	0	$0.00
16	1/0/1900	0	0	$0.00
17	1/0/1900	0	0	$0.00
18	1/0/1900	0	0	$0.00
19	1/0/1900	0	0	$0.00
20	1/0/1900	0	0	$0.00
		SUBTOTAL FOR CHANGE ORDERS:	**0**	**$117,508.92**

CQN #	Date	Description	Days	Cost
1	1/0/1900	0	0	$0.00
2	1/0/1900	0	0	$0.00
3	1/0/1900	0	0	$0.00
4	1/0/1900	0	0	$0.00
5	1/0/1900	0	0	$0.00
6	1/0/1900	0	0	$0.00
7	1/0/1900	0	0	$0.00
8	1/0/1900	0	0	$0.00
9	1/0/1900	0	0	$0.00
10	1/0/1900	0	0	$0.00
		SUBTOTAL FOR CHANGE QUANTITY NOTICES:	**0**	**$0.00**

REQUEST FOR PROPOSAL

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

April 21th, 2026

Noble General Contractor
Christy Nevarez
233 N. Mesa Hills
El Paso, Texas, 79912

Project Name: Veterans Pool-Improvements

Dear Ms. Nevarez:

Under the Capital Improvement Department CSP Construction Contract #2024-0124, you are requested to submit a proposal by or before 04/28/2026 for accomplishing the following scope of work:

Work will include but not limited to:

- Remove and replace sinks faucets(Fixtures), mirrors and wall mounted toilets with new for both bathrooms.

Your proposal shall contain a complete itemize breakdown in sufficient detail to permit an analysis of all time, material, labor and equipment.

Should you have any questions contact Jesus Palma, Project Manager at (915) 212-1835 or Karla Mota, Capital Projects Manager at (915) 212-1829

Sincerely, Jesus Palma

Jesus Palma:
Capital Improvement Project Manager

Cc: Gilbert Guerrero, Capital Projects Manager
Construction Manager
Project file

Noble General Contractors

May 7, 2026

Jesus Palma
Civil Engineer Associate
Capital Improvement Department
218 N. Campbell, 2nd Floor
El Paso, TX 79901

Re: Proposal - Veterans Park Pool Renovations RFP Fixture Replacement

Mr. Palma,

We are hereby submitting our proposal for the Veterans Park Pool Renovations using our Standard Working Hours Coefficient of 1.289 applied to the 2026 RS Means City Adjusted Cost.

$84,647.04	**RS Means 2026 City Adjusted Cost Total**
x 1.289	**Standard Working Hours Coefficient**
$109,110.03	**Total**

Scope of work:

Remove and replace existing plumbing fixtures with new plumbing fixtures (lavatories, water closets, urinal), new fixture carriers, and extensions. Remove and replace plumbing piping behind wall, route new sanitary sewer piping above ground (PVC), sanitary vent (cast iron), domestic water piping (copper) and connect to existing main. Provide new service shut off valves, hangers and supports and insulation as required in Men's and Women's bathrooms. Remove tile from bathroom walls and shower floors. Smooth CMU walls, add block sealer as needed and paint bathroom walls. Add new floor tile in all showers. Replace all mirrors with new. Remove and reinstall existing soap dispensers, hand dryers, and waste receptacles.

We will perform the work during standard business hours with an overall duration of 60 consecutive working days to substantial completion.

Any work performed outside this scope of work is to be considered a change order and paid in addition to the stated contract amount.

Thank you,

Christy Nevarez

Christy Nevarez
Project Executive

Cost Estimate Report

City of El Paso, Texas

Date: 05/07/2026

Veterans Park Pool Restroom Renovations

Year 2026 Quarter 2

Unit Detail Report

Prepared By: Ruben Gonzalez Noble General Contractors LLC

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 04	**Masonry**					
040505100360		Selective demolition, masonry, concrete block walls, unreinforced, 12" thick	200.00	S.F.	$1.00	$200.00
040505109000		Selective demolition, masonry, minimum labor/equipment charge	1.00	Job	$237.27	$237.27
Division 04	**Masonry Subtotal**					**$437.27**
Division 09	**Finishes**					
090190940760		Surface preparation, interior, walls, wash, masonry, brick & block, coarse	794.00	S.F.	$0.22	$174.68
090190949010		Surface preparation, interior, minimum labor/equipment charge	1.00	Job	$141.45	$141.45
090505303765		Walls and partitions demolition, tile, ceramic, on walls, mud set	924.00	S.F.	$1.62	$1,496.88
093223100300		Glass mosaics, standard grout, color group 1 & 2, 3/4" tile on 12" sheets	130.00	S.F.	$26.46	$3,439.80
093223101040		Glass mosaics, blend, 1" x 2" tile on 12" sheet	130.00	S.F.	$26.94	$3,502.20
099123722000		Paints & coatings, walls & ceilings, interior, masonry or concrete block, latex paint, primer or sealer coat	794.00		$0.00	$0.00
099656200400		Wall coating, epoxy coatings, Water based	1,588.00	S.F.	$2.22	$3,525.36
Division 09	**Finishes Subtotal**					**$12,280.37**
Division 10	**Specialties**					
102813131100		Remove and Replace - Toilet accessories, grab bars, straight, stainless steel, 36" long	2.00	Ea.	$35.03	$70.06
102813132300		Remove and replace - Toilet accessories, hand dryer, surface mounted, electric, 115 volt, 20 amp	4.00	Ea.	$173.86	$695.44
102813133000		Remove - Toilet accessories, mirror, 18" x 24", with stainless steel 3/4" square frame	6.00	Ea.	$35.03	$210.18

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
102813133100	Toilet accessories, mirror, 36" x 24", with stainless steel 3/4" square frame	6.00	Ea.	$159.99	$959.94
102813134250	Remove and replace - Toilet accessories, sanitary napkin receptacle, recessed	1.00	Ea.	$107.19	$107.19
102813134600	Remove and replace - Toilet accessories, soap dispenser, chrome, surface mounted, liquid	3.00	Ea.	$35.03	$105.09
102813138000	Remove and replace - Toilet accessories, waste receptacle, stainless steel, w/top, 13 gallon	4.00	Ea.	$69.63	$278.52
Division 10 Specialties Subtotal					**$2,426.42**
Division 22 Plumbing					
220505101200	Fixture, lavatory, wall hung, selective demolition, includes 10' piping	6.00	Ea.	$62.06	$372.36
220505101420	Fixture, water closet, wall mounted, selective demolition	7.00	Ea.	$88.83	$621.81
220505101520	Fixture, urinal, wall mounted, selective demolition, includes 10' piping	1.00	Ea.	$88.83	$88.83
220523201336	Valves, bronze, ball, 150 lb., 2", soldered	2.00	Ea.	$265.82	$531.64
220529100320	Pipe hanger / support, C-clamp, 3/8" threaded rod size, for mounting on steel beam flange, type number 23 per MSS-SP58, includes locknut	8.00	Ea.	$8.17	$65.36
220529100330	Pipe hanger / support, C-clamp, 1/2" threaded rod size, for mounting on steel beam flange, type number 23 per MSS-SP58, includes locknut	16.00	Ea.	$9.23	$147.68
220529100350	Pipe hanger / support, C-clamp, 3/4" threaded rod size, for mounting on steel beam flange, type number 23 per MSS-SP58, includes locknut	6.00	Ea.	$13.22	$79.32
220529101860	Pipe hanger / support, adjustable clevis type band, carbon steel, 3/4" to 12" pipe, type number 1 per MSS-SP58, for insulated pipe type, add	1.00		$5.38	$43.06
220529101860	Pipe hanger / support, adjustable clevis type band, carbon steel, for non-insulated pipe, 2" pipe size, type number 1 per MSS-SP58	8.00	Ea.	$12.00	$96.00
220529101900	Pipe hanger / support, adjustable clevis type band, carbon steel, 3/4" to 12" pipe, type number 1 per MSS-SP58, for insulated pipe type, add	1.00		$12.56	$201.02
220529101900	Pipe hanger / support, adjustable clevis type band, carbon steel, for non-insulated pipe, 4" pipe size, type number 1 per MSS-SP58	16.00	Ea.	$17.12	$273.92
220529101920	Pipe hanger / support, adjustable clevis type band, carbon steel, 3/4" to 12" pipe, type number 1 per MSS-SP58, for insulated pipe type, add	1.00		$22.19	$133.16
220529101920	Pipe hanger / support, adjustable clevis type band, carbon steel, for non-insulated pipe, 6" pipe size, type number 1 per MSS-SP58	6.00	Ea.	$23.07	$138.42
220529102680	Pipe hanger / support, rods, carbon steel, continuous thread, 3/8" thread size	22.00	L.F.	$5.08	$111.76
220529102690	Pipe hanger / support, rods, carbon steel, continuous thread, 1/2" thread size	48.00	L.F.	$5.88	$282.24
220529102710	Pipe hanger / support, rods, carbon steel, continuous thread, 3/4" thread size	18.00	L.F.	$8.01	$144.18
220719107080	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 1-1/2" wall, 1/2" iron pipe size	143.00	L.F.	$9.60	$1,372.80

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
220719107110	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 1-1/2" wall, 1" iron pipe size	77.00	L.F.	$10.46	$805.42
220719107380	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2" wall, 2" iron pipe size	60.00	L.F.	$15.43	$925.80
221113231260	Pipe, copper, tubing, solder, 2" diameter, type K, includes coupling & clevis hanger assembly 10' OC	60.00	L.F.	$56.56	$3,393.60
221113232140	Pipe, copper, tubing, solder, 1/2" diameter, type L, includes coupling & clevis hanger assembly 10' OC	132.00	L.F.	$12.87	$1,698.84
221113232180	Pipe, copper, tubing, solder, 3/4" diameter, type L, includes coupling & clevis hanger assembly 10' OC	11.00	L.F.	$15.79	$173.69
221113232200	Pipe, copper, tubing, solder, 1" diameter, type L, includes coupling & clevis hanger assembly 10' OC	77.00	L.F.	$19.72	$1,518.44
221113250100	Elbow, 90 Deg., copper, wrought, copper x copper, 1/2"	13.00	Ea.	$32.36	$420.68
221113250130	Elbow, 90 Deg., copper, wrought, copper x copper, 1"	7.00	Ea.	$46.14	$322.98
221113250500	Tee, copper, wrought, copper x copper, 3/4"	1.00	Ea.	$56.98	$56.98
221113250510	Tee, copper, wrought, copper x copper, 1"	7.00	Ea.	$78.81	$551.67
221113250540	Tee, copper, wrought, copper x copper, 2"	2.00	Ea.	$144.47	$288.94
221113250680	Coupling, copper, wrought, copper x copper, 1/2"	6.00	Ea.	$29.19	$175.14
221113250700	Coupling, copper, wrought, copper x copper, 3/4"	1.00	Ea.	$31.54	$31.54
221113250710	Coupling, copper, wrought, copper x copper, 1"	4.00	Ea.	$38.30	$153.20
221113250773	Cap, copper, wrought, copper x copper, 1/2"	13.00	Ea.	$16.33	$212.29
221113250777	Cap, copper, wrought, copper x copper, 1"	7.00	Ea.	$23.82	$166.74
221113292250	Tee, copper, wrought, copper x copper x copper, 2", press-joint	3.00	Ea.	$128.14	$384.42
221113741910	Pipe, plastic, PVC, 2" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	140.00	L.F.	$26.60	$3,724.00
221113741940	Pipe, plastic, PVC, 4" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	70.00	L.F.	$38.17	$2,671.90
221113765080	Elbow, 1/4 bend, plastic, PVC, socket joint, 3", type DWV, schedule 40	7.00	Ea.	$63.20	$442.40
221113765090	Elbow, 1/4 bend, plastic, PVC, socket joint, 4", type DWV, schedule 40	2.00	Ea.	$85.74	$171.48
221113765200	Elbow, 1/8 bend, plastic, PVC, socket joint, 4", type DWV, schedule 40	2.00	Ea.	$82.37	$164.74
221113765255	Tee, plastic, PVC, sanitary, socket joint, 2", type DWV, schedule 40	7.00	Ea.	$60.74	$425.18
221113765325	Combination Y & 1/8 bend, plastic, PVC, reducing, socket joint, 2" x 2" x 1-1/2", type DWV, schedule 40	6.00	Ea.	$62.53	$375.18
221113765333	Wye, plastic, PVC, socket joint, 2", type DWV, schedule 40	1.00	Ea.	$61.90	$61.90
221113765334	Wye, plastic, PVC, socket joint, 3", type DWV, schedule 40	7.00	Ea.	$97.61	$683.27
221113765335	Wye, plastic, PVC, socket joint, 4", type DWV, schedule 40	2.00	Ea.	$132.82	$265.64
221113765355	Wye, plastic, PVC, double, reducing, socket joint, 3" x 2", type DWV, schedule 40	6.00	Ea.	$132.05	$792.30

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
221113765378	Coupling, plastic, PVC, socket joint, 2", type DWV, schedule 40	7.00	Ea.	$34.78	$243.46
221113765390	Coupling, plastic, PVC, socket joint, 4", type DWV, schedule 40	4.00	Ea.	$74.93	$299.72
221113765412	Reducer, plastic, PVC, bushing, socket joint, 3" x 1-1/2", type DWV, schedule 40	6.00	Ea.	$49.13	$294.78
221113765450	Cement, plastic, solvent for PVC, industrial grade, quart	5.00	Qt.	$43.76	$218.80
221113768250	Adapter, plastic, PVC for polybutylene/polyethylene, spigot, compression type, 160 psi cold water, 2" IPS x 2" CTS, includes insert stiffeners	6.00	Ea.	$53.49	$320.94
221316204120	Pipe, cast iron soil, no hub, 2" diameter, includes couplings 10' OC, clevis hanger assemblies 5' OC	70.00	L.F.	$29.64	$2,074.80
221316306460	Tee, cast iron soil, no hub, sanitary, 2", add 1 coupling per joint for installed price, excludes joint coupling and labor	16.00	Ea.	$18.56	$296.96
221316306470	Tee, cast iron soil, no hub, sanitary, 3", add 1 coupling per joint for installed price, excludes joint coupling and labor	7.00	Ea.	$23.14	$161.98
221316308040	Coupling, standard (by CISPI manufacturers), cast iron soil, no hub, 2"	62.00	Ea.	$36.12	$2,239.44
221316308080	Coupling, standard (by CISPI manufacturers), cast iron soil, no hub, 3"	21.00	Ea.	$41.99	$881.79
224116136120	Lavatory, wall hung, vitreous china, white, with backsplash, single bowl, 20" x 18", includes trim	6.00	Ea.	$379.45	$2,276.70
224139102280	Faucets/fittings, lavatory faucet, center set with single control lever handle, satin nickel, with pop-up drain	6.00	Ea.	$575.38	$3,452.28
224213133100	Water closet, bowl only, wall hung, includes flush valve and seat	7.00	Ea.	$1,297.23	$9,080.61
224213133370	Water closet, bowl only, floor mounted, tankless, rough-in, supply, waste and vent	7.00	Ea.	$803.09	$5,621.63
224213133510	Water closet, gang side by side carrier system, rough-in, supply, waste and vent, for single hook-up	7.00	Ea.	$1,538.32	$10,768.24
224213163140	Urinal, wall hung, vitreous china, with self-closing valve, water saving, .5 gpf	1.00	Ea.	$1,193.67	$1,193.67
224213163300	Urinal, wall hung, rough-in, supply, waste and vent	1.00	Ea.	$2,000.23	$2,000.23
Division 22 Plumbing Subtotal					**$67,187.95**
Division 26 Electrical					
260529202600	Threaded rod, steel, painted, 3/8" diameter	22.00	L.F.	$15.22	$334.84
260529202700	Threaded rod, steel, painted, 1/2" diameter	48.00	L.F.	$29.08	$1,395.84
260529202900	Threaded rod, steel, painted, 3/4" diameter	18.00	L.F.	$20.15	$362.70
260529203050	Nuts, galvanized steel, 3/8" diameter	1.00	C	$18.66	$18.66
260529203100	Nuts, galvanized steel, 1/2" diameter	1.00	C	$34.83	$34.83
260529203200	Nuts, galvanized steel, 3/4" diameter	1.00	C	$74.63	$74.63
260529203300	Washers, galvanized steel, 3/8" diameter	1.00	C	$15.42	$15.42

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
260529203350	Washers, galvanized steel, 1/2" diameter	1.00	C	$24.38	$24.38
260529203450	Washers, galvanized steel, 3/4" diameter	1.00	C	$53.73	$53.73
Division 26 Electrical Subtotal					**$2,315.03**
Subtotal					**$84,647.04**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$84,647.04**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$84,647.04**
General Contractor's Overhead and Profit				**28.90%**	**$24,462.99**
Grand Total					**$109,110.03**

Order of Magnitude Estimate

Contractor:	Noble		
Project:	Veterans Pool Project	Change Order No:	4
Prepared by:	Jesus Palma	Date Prepared:	May 6, 2026
SOW:	Replace Exisitng Plumbing, toilets, sinks, tile and add shower tiles		
Reference:	RSMeans, Facilities Construction Cost 2025		

Item	Item Description	Quantity	Unit	Unit Cost	Total
040505100360	Mansonry Demolition, 12" thick	200.00	SF	$ 1.32	$ 264.00
040505109000	Minimum labor/equipment charge	1.00	EA	$ 315.00	$ 315.00
090190940760	Surface Preparation, Mansory Block	800.00	SF	$ 0.33	$ 264.00
090190949010	Minimum labor/equipment charge	1.00	EA	$ 219.00	$ 219.00
090505303760	Demolition of Tile	900.00	SF	$ 2.10	$ 1,890.00
093223100300	Glass Mosaic 3/4" tile on 12" Sheets Grout	130.00	SF	$ 28.00	$ 3,640.00
093223101040	Glass Mosaic 1" X 2" tile on 12" Sheet	130.00	SF	$ 31.00	$ 4,030.00
099656200400	Wall Coating, Water Based	1,500.00	SF	$ 4.01	$ 6,015.00
102813133600	Mirror 36" X 24"	6.00	EA	$ 228.00	$ 1,368.00
102813134250	Sanitary Napkin Dispenser	1.00	EA	$ 370.00	$ 370.00
102813134600	Soap Dispensor	4.00	EA	$ 105.00	$ 420.00
102813138000	Waste Receptacle	2.00	EA	$ 590.00	$ 1,180.00
220505101200	Demolition-Lavoratory Wall Hung	6.00	EA	$ 94.00	$ 564.00
220505101420	Demolition- Water Closet Wall Mounted	7.00	EA	$ 134.00	$ 938.00
220505101520	Demolition- Urinal	1.00	EA	$ 134.00	$ 134.00
220529100320	Pipe Hanger/C-Clamp	30.00	EA	$ 10.30	$ 309.00
220529101860	Pipe Hanger/Support Clevis	35.00	EA	$ 16.80	$ 588.00
220529102680	Pipe Hanger/ Support Rod	90.00	LF	$ 7.20	$ 648.00
220719107080	Insulation Pipe Covering	250.00	LF	$ 11.60	$ 2,900.00
221113231260	Copper Pipe	250.00	LF	$ 46.00	$ 11,500.00
221113741940	PVC Pipe	210.00	LF	$ 53.00	$ 11,130.00
221113768250	Adpater, Plastic PVC Spigot	6.00	EA	$ 78.00	$ 468.00
221316204120	Cast Iron-Ventalation Pipe	80.00	LF	$ 37.50	$ 3,000.00
221316308040	Cast Iron-Couplings	60.00	EA	$ 47.50	$ 2,850.00
224116136120	Lavotory, wall hung	6.00	EA	$ 455.00	$ 2,730.00
224139102280	Faucits and Fittings	6.00	EA	$ 600.00	$ 3,600.00
224213133100	Water Closet, Wall Hung	7.00	EA	$ 1,525.00	$ 10,675.00
2242131633140	Urinal	1.00	EA	$ 1,350.00	$ 1,350.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
				SUBTOTAL	$ 73,359.00
				Sub Contractor OH&P	$ 11,003.85
				SubTotal	$ 84,362.85
				GC O&P (28.9%)	$ 24,380.86
				Construction Inflation (5%)	$ 4,218.14
				TOTAL	**$ 112,961.86**

File #: 26-0622, **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
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Fire, Chief Jonathan P. Killings, (915) 212-5665

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 2026-0155 Allison Proprietary Parts and Service to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC for a term of three (3) years for an estimated amount of $765,000.00.

Department:	Fire
Award to:	Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC
City & State:	Houston, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$255,000.00
Initial Term Estimated Award:	$765,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$765,000.00
Accounts:	322 - 1000 - 22090 - P2216 - 532080 322 - 1000 - 22090 - P2216 - 531180 322 - 1000 - 22090 - P2216 - 530040 532 - 3600 - 37020 - P3701- 531250
Funding Sources:	General Fund Lubricants

	Antifreeze Internal Service Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, 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.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Fire
AGENDA DATE: May 26, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Jonathan P. Killings, Fire **PHONE NUMBER:**(915) 212-5665
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
The award of solicitation 2026-0155 Allison Proprietary Parts and Service to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC for a term of three (3) years for an estimated amount of $765,000.00.

Department:	Fire
Award to:	Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC
City & State:	Houston, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$255,000.00
Initial Term Estimated Award:	$765,000.00
Option Term Estimated Award:	N/A
Total Estimated Award	$765,000.00
Accounts	322 - 1000 - 22090 - P2216 - 532080 322 - 1000 - 22090 - P2216 - 531180 322 - 1000 - 22090 - P2216 - 530040 532 - 3600 - 37020 - P3701- 531250
Funding Sources:	General Fund Lubricants Antifreeze Internal Service Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Fire departments recommend award as indicated to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, 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.

ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for Allison Proprietary Parts and Service. This contract will allow the department to service and repair heavy duty emergency vehicles.

BACKGROUND:
The Fire Department currently owns approximately 81 heavy duty emergency vehicles and the City owns more than 100 additional heavy duty vehicles (EPFD operates pumpers, quints, aerial apparatus and ambulances, SAM operates Side Load Refuse, Aerial Bucket, and other HD Trucks) equipped with Allison Heavy Duty transmissions which may require service

and/or replacement of parts during their useful life. The approval of this contract will allow for the ongoing maintenance and upkeep of these heavy-duty vehicles as well as help extend their service life and maintain maximum reliability.

Solicitation was advertised on December 9,2025 and December 16, 2025. The solicitation was posted on City website on December 9,2025. There were a total sixteen (16) viewers online; two (2) bids were received; one (1) from local supplier.

An Inadequate Competition Survey was conducted indicating the following:

1. Did not receive the bid notification.
2. Did not respond to survey.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $63,000.00 which represents an 8.97% increase due to:

1. Increase of annual budget from $129,000.00 to $150,000.00
2. Budget increase due to increased number of vehicles being services and repaired.
3. Goods: Price average increase from $135.17 to $191.26.
4. Service: Hourly price increase from $120 to $165

No protest received for this requirement.

COUNCIL OPTIONS:

1. Award the contract as recommended;
2. Deny award if Council determines such action is in the best interest of the City;
3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law; or
4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on December 17, 2025. One (1) supplier was in attendance.

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☑ Legal counsel reviewed as part of the Council packet

☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:

Amount: $765,000.00
Funding Source: General Fund, Lubricants/ Antifreeze, Internal Service Fund

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**

ATTACHMENTS:

1. Tabulation
2. Views List
3. Inadequate Competition Survey

FOR MORE INFORMATION:

Laura Gardea -Williams	915-212-5606	GardeaLA@lpasotexas.gov

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

SIGNATURES:

Jonathan Killings

Jonathan P. Killings, Fire Chief

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

City of El Paso
Bid Tabulation Form

Title: Allison Proprietary Parts and Service | **Solicitation Number:2026-0155**

Bid Opening: January 14, 2026 | **Department: Fire**

		RJ Border International, LP dba Border International Trucks El Paso, TX	Stewart & Stevenson LLC Stewart & Stevenson Power Products LLC Houston, TX
		Bidder 1 of 2	Bidder 2 of 2
Part 1 - Price Adjustment Factor			
Description		NET OR % DISCOUNT OR MARKUP	NET OR % DISCOUNT OR MARKUP
ITEM 1	Allison Proprietary Parts	Net	Net
		25% Discount	20% Discount
		- Mark-Up	- Mark-Up
	Price list of Catalog	International Price Tape	2026 Parts Price Schedule
		(note Manufacturer or Brand Name, as applicable)	(note Manufacturer or Brand Name, as applicable)
	List Number	Allison	N/A
	Dated	Left Blank	Effective 1/1/2026
Part 2: Sample List - OEM Parts Only. Refurbished, rebuilt or aftermarket parts are not acceptable			
ITEM 1	Description:	Sensor Speed Retarder	Sensor Speed Retarder
	Manufacturer Part Number	29537373	29537373
	Bidder Part Number	Left Blank	29537373
	Price List Cost (Net)	$135.00	$215.57
	City's Cost (After Discount or Mark-Up) (A)	$101.25	$172.46 Bidder's Price: $172.45

City of El Paso
Bid Tabulation Form

Title: Allison Proprietary Parts and Service | **Solicitation Number:2026-0155**

Bid Opening: January 14, 2026 | **Department: Fire**

		RJ Border International, LP dba Border International Trucks El Paso, TX	Stewart & Stevenson LLC Stewart & Stevenson Power Products LLC Houston, TX
		Bidder 1 of 2	Bidder 2 of 2
ITEM 2	Description:	Seal Trans Oulput Shaft Rear	Seal Trans Oulput Shaft Rear
	Manufacturer Part Number	9552704	9552704
	Bidder Part Number	9552704	9552704
	Price List Cost (Net)	$86.31	$83.43
	City's Cost (After Discount or Mark-Up) (A)	$64.73	$66.74
ITEM 3	Description:	TCM Transmission Control Module ALS	TCM Transmission Control Module ALS
	Manufacturer Part Number	29545535	29545535
	Bidder Part Number	Left Blank	29545535
	Price List Cost (Net)	$2,488.88	$1,427.73
	City's Cost (After Discount or Mark-Up) (A)	$1,866.66 Bidder's Price: $1,866.64	$1,142.18
ITEM 4	Description:	Tans Connectors	Tans Connectors
	Manufacturer Part Number	29505516	29505516
	Bidder Part Number	Left Blank	29505516
	Price List Cost (Net)	$121.08	$195.52
	City's Cost (After Discount or Mark-Up) (A)	$90.81	$156.42
ITEM 5	Description:	Plate Retarder Separator	Plate Retarder Separator
	Manufacturer Part Number	29547921	29547921
	Bidder Part Number	Left Blank	29547921
	Price List Cost (Net)	$109.43	$130.06
	City's Cost (After Discount or Mark-Up) (A)	$82.07 Bidder's Price: $82.03	$104.05
ITEM 6	Description:	Seal Transmission Output	Seal Transmission Output
	Manufacturer Part Number	29552705	29552705
	Bidder Part Number	Left Blank	29552705
	Price List Cost (Net)	$69.99	$113.21
	City's Cost (After Discount or Mark-Up) (A)	$52.49 Bidder's Price: $52.44	$90.57

City of El Paso
Bid Tabulation Form

Title: Allison Proprietary Parts and Service | **Solicitation Number:2026-0155**

Bid Opening: January 14, 2026 | **Department: Fire**

		RJ Border International, LP dba Border International Trucks El Paso, TX	Stewart & Stevenson LLC Stewart & Stevenson Power Products LLC Houston, TX
		Bidder 1 of 2	Bidder 2 of 2
ITEM 7	Description:	Transmission Output Seal	Transmission Output Seal
	Manufacturer Part Number	29552703	29552703
	Bidder Part Number	Left Blank	29552703
	Price List Cost (Net)	$109.43	$115.45
	City's Cost (After Discount or Mark-Up) (A)	$82.07 Bidder's Price: 82.03	$92.36 Bidder's Price: $92.93
ITEM 8	Description:	Gasket	Gasket
	Manufacturer Part Number	29503283	29503283
	Bidder Part Number	Left Blank	29503283
	Price List Cost (Net)	$38.00	$39.89
	City's Cost (After Discount or Mark-Up) (A)	$28.50	$31.91
ITEM 9	Description:	Plug Drain Transmission Allison	Plug Drain Transmission Allison
	Manufacturer Part Number	29534362	29534362
	Bidder Part Number	Left Blank	29534362
	Price List Cost (Net)	$27.09	$33.57
	City's Cost (After Discount or Mark-Up) (A)	$20.32 Bidder's Price: $20.31	$26.86
ITEM 10	Description:	Sensor Speed Trany Allison Chevy	Sensor Speed Trany Allison Chevy
	Manufacturer Part Number	29536408	29536408
	Bidder Part Number	Left Blank	29536408
	Price List Cost (Net)	$33.50	$35.60
	City's Cost (After Discount or Mark-Up) (A)	$25.13	$28.48
Total		$2,414.03 Bidder's Price: $2,413.87	$1,912.03 Bidder's Price: $1,912.59

City of El Paso
Bid Tabulation Form

Title: Allison Proprietary Parts and Service | **Solicitation Number:2026-0155**

Bid Opening: January 14, 2026 | **Department: Fire**

		RJ Border International, LP dba Border International Trucks El Paso, TX	Stewart & Stevenson LLC Stewart & Stevenson Power Products LLC Houston, TX
		Bidder 1 of 2	Bidder 2 of 2
Part 3: Service Labor Rates			
ITEM 1	Regular Hourly Rate	$ 125.00 Per Hour	$ 165.00 Per Hour
Part 4: Sample List with Labor			
ITEM 1	Description:	Sensor Speed Retarder	Sensor Speed Retarder
	Manufacturer Part Number	29537373	29537373
	Bidder Part Number	Left Blank	29537373
	Price List Cost (Net)	$135.00	$215.57
	City's Cost (After Discount or Mark-Up) (A)	$101.25	$172.46
	Hourly Labor Rate (Part 3) (B)	$125.00	Left Blank
	Total A + B	$226.25	$337.46 Bidder's Price:$172.46
ITEM 2	Description:	Seal Trans Oulput Shaft Rear	Seal Trans Oulput Shaft Rear
	Manufacturer Part Number	9552704	9552704
	Bidder Part Number	9552704	9552704
	Price List Cost (Net)	$86.31	$83.43
	City's Cost (After Discount or Mark-Up) (A)	$64.73	$66.74
	Hourly Labor Rate (Part 3) (B)	$125.00	Left Blank
	Total A + B	$189.73	$231.74 Bidder's Price:$66.74

City of El Paso
Bid Tabulation Form

Title: Allison Proprietary Parts and Service | **Solicitation Number:2026-0155**

Bid Opening: January 14, 2026 | **Department: Fire**

		RJ Border International, LP dba Border International Trucks El Paso, TX	Stewart & Stevenson LLC Stewart & Stevenson Power Products LLC Houston, TX
		Bidder 1 of 2	Bidder 2 of 2
ITEM 3	Description:	TCM Transmission Control Module ALS	TCM Transmission Control Module ALS
	Manufacturer Part Number	29545535	29545535
	Bidder Part Number	Left Blank	29545535
	Price List Cost (Net)	$2,488.88	$1,427.73
	City's Cost (After Discount or Mark-Up) (A)	$1,866.66 Bidder's Price:$1,843.04	$1,142.18
	Hourly Labor Rate (Part 3) (B)	$125.00	$165.00
	Total A + B	$1,991.66 Bidder's Price: $1,968.04	$1,307.18
ITEM 4	Description:	Tans Connectors	Tans Connectors
	Manufacturer Part Number	29505516	29505516
	Bidder Part Number	Left Blank	29505516
	Price List Cost (Net)	$121.08	$195.52
	City's Cost (After Discount or Mark-Up) (A)	$90.81	$156.42
	Hourly Labor Rate (Part 3) (B)	$125.00	$165.00
	Total A + B	$215.81	$321.42
ITEM 5	Description:	Plate Retarder Separator	Plate Retarder Separator
	Manufacturer Part Number	29547921	29547921
	Bidder Part Number	Left Blank	29547921
	Price List Cost (Net)	$109.43	$130.06
	City's Cost (After Discount or Mark-Up) (A)	$82.07 Bidder's Price: $61.12	$104.05
	Hourly Labor Rate (Part 3) (B)	$125.00	$165.00
	Total A + B	$207.07 Bidder's Price: $188.12	$269.05

City of El Paso
Bid Tabulation Form

Title: Allison Proprietary Parts and Service | **Solicitation Number:2026-0155**

Bid Opening: January 14, 2026 | **Department: Fire**

		RJ Border International, LP dba Border International Trucks El Paso, TX	Stewart & Stevenson LLC Stewart & Stevenson Power Products LLC Houston, TX
		Bidder 1 of 2	Bidder 2 of 2
ITEM 6	Description:	Seal Transmission Output	Seal Transmission Output
	Manufacturer Part Number	29552705	29552705
	Bidder Part Number	Left Blank	29552705
	Price List Cost (Net)	$69.99	$113.21
	City's Cost (After Discount or Mark-Up) (A)	$52.49	$90.57
	Hourly Labor Rate (Part 3) (B)	$125.00	$165.00
	Total A + B	$177.49 Bidder's Price: $177.44	$255.57
ITEM 7	Description:	Transmission Output Seal	Transmission Output Seal
	Manufacturer Part Number	29552703	29552703
	Bidder Part Number	Left Blank	29552703
	Price List Cost (Net)	$109.43	$115.45
	City's Cost (After Discount or Mark-Up) (A)	$82.07	$92.36
	Hourly Labor Rate (Part 3) (B)	$125.00	$165.00
	Total A + B	$207.07 Bidder's Price: $207.03	$257.36
ITEM 8	Description:	Gasket	Gasket
	Manufacturer Part Number	29503283	29503283
	Bidder Part Number	Left Blank	29503283
	Price List Cost (Net)	$38.00	$39.89
	City's Cost (After Discount or Mark-Up) (A)	$28.50	$31.91
	Hourly Labor Rate (Part 3) (B)	$125.00	$165.00
	Total A + B	$153.50	$196.91
ITEM 9	Description:	Plug Drain Transmission Allison	Plug Drain Transmission Allison
	Manufacturer Part Number	29534362	29534362
	Bidder Part Number	Left Blank	29534362
	Price List Cost (Net)	$27.09	$33.57
	City's Cost (After Discount or Mark-Up) (A)	$20.32	$26.86
	Hourly Labor Rate (Part 3) (B)	$125.00	$165.00
	Total A + B	$145.32 Bidder's Price: $145.31	$191.86

City of El Paso
Bid Tabulation Form

Title: Allison Proprietary Parts and Service | **Solicitation Number:2026-0155**

Bid Opening: January 14, 2026 | **Department: Fire**

		RJ Border International, LP dba Border International Trucks El Paso, TX	Stewart & Stevenson LLC Stewart & Stevenson Power Products LLC Houston, TX
		Bidder 1 of 2	Bidder 2 of 2
ITEM 10	Description:	Sensor Speed Trany Allison Chevy	Sensor Speed Trany Allison Chevy
	Manufacturer Part Number	29536408	29536408
	Bidder Part Number	Left Blank	29536408
	Price List Cost (Net)	$33.50	$35.60
	City's Cost (After Discount or Mark-Up) (A)	$25.13	$28.48
	Hourly Labor Rate (Part 3) (B)	$125.00	$165.00
	Total A + B	$150.13	$193.48
Total		$3,664.03 Bidder's Price: $3,619.36	$3,562.03 Bidder's Price: Left Blank
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)		X	
No option offered			X
Amendments acknowledged:		Yes	Yes
Hire El Paso First:		No	No

Bids Solicited: 583 Local Bids Solicited: 218 Bids Received: 2 Local Bids Received: 1 No Bid: 4

Note: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Online Views of 2026-0155 Allison Proprietary Parts and Service			
	Participant Name	City	State
1	Stewart & Stevenson Power Products LLC	El Paso	TX
2	Border International Trucks (RJ Border International)	El Paso	TX
3	Echo Transportation (Echo Tours and Charters LP)	Dallas	TX
4	Allometrics Inc.	Webster	TX
5	Muncie Transit Supply (Muncie Reclamation and Supply)	Muncie	IN
6	Delegard Tool of Texas	Houston	TX
7	Advance Auto Parts (Advance Stores Company, Inc.)	Raleigh	NC
8	Construction Reporter	Albuquerque	NM
9	Doggett Freightliner of South Texas LLC	El Paso	TX
10	Freight Broker Perez Enterprise LLC	EL PASO	TX
11	Frontera radiators and parts inc.	EL PASO	TX
12	Horizon Roll Off Services	Horizon City	TX
13	Pro-Fit Outfitters	Navasota	TX
14	Renegade Tire Supply LLC	El Paso	TX
15	Sandia International, Inc	Grand Prairie	TX
16	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX

Inadequate Competition Survey

Number of views	**16**	
Sample Size Scale	**17 or less - Contact**	**4**
	18 to 23 - Contact	**5**
	24 to 27 - Contact	**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	1	25%
Not interested		0%
Does not have equipment		0%
Out of business		0%
No response	3	75%
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	1	25%
Specifications were lim mited or closed		0%
Did not receive/no opinion	3	75%
Just needed more time to review.		0%
Did not receive bid notification.		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	Jorge Ruiz
Business Name	Stewart & Stevenson Power Products, LLC
Agenda Item Type	Contract Award
Relevant Department	Fire Department and Streets and Maintenance

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	N/A	N/A
District 1		N/A
District 2		N/A
District 3		N/A
District 4		N/A
District 5		N/A
District 6		N/A
District 7		N/A
District 8		N/A

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: 1/14/26

File #: 26-0612, **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
Real Estate Division, Mary Lou Espinoza, (915) 212-0825
Real Estate Division, Mandy Contreras, (915) 212-1874

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Investor Edge Limited Co., for the purchase price of $840,500.00; Such real property legally described as: a portion of Lots 11 through 17, Block 5, Golden Hill Addition, addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 3, Page 35, Plat Records of El Paso County, Texas.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE: 6/9/26

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** 915-212-0825

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** 915-212-1874

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Investor Edge Limited Co., for the purchase price of $840,500.00; Such real property legally described as: A PORTION OF LOTS 11 THROUGH 17, BLOCK 5, GOLDEN HILL ADDITION, ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGE 35, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

ISSUE STATEMENT:

City Council is asked to approve an ordinance that authorizes the City Manager, or designee, to effectuate the sale and closing of real property owned by the City of El Paso to Edge Limited Co.,. Approval will result in $840,500 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcels identified as PID 334869 and PID 413585, consisting of 0.27 acres of land with a building in it, that is proposed to be conveyed to Edge Limited Co. The property was reviewed by City Council in Executive Session in May 2025

The parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COUNCIL OPTIONS:

1. Approve the sale as presented.
2. Decline approval and direct staff to return with alternative options for property utilization
3. Decline approval and retain property as part of City inventory

COMMITTEE REVIEW AND/OR RECOMMENDATION:

The property was vetted by multiple City departments through the Capital Assets & Real Estate (CARE) Committee. It has been identified as surplus property with no potential use for future City projects.

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

Not Applicable

RELATED CITY POLICIES:

City Real Estate policy; Texas Local Government Code Section 253.014

PRIOR COUNCIL ACTION:

The property was reviewed by City Council in Executive Session in May 2025.

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:

Not applicable - this is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None - see attached Disclosure of Campaign Contributions and Donations Form.

NAME	AMOUNT ($)

ATTACHMENTS:

A) Ordinance
B) Disclosure of Campaign Contributions and Donations Form
C) Contract of Sale and exhibits

FOR MORE INFORMATION:

Mary Lou Espinoza 915-212-0825 EspinozaM@elpasotexas.gov

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

SIGNATURE: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO INVESTOR EDGE LIMITED CO., FOR THE PURCHASE PRICE OF $840,500.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF LOTS 11 THROUGH 17, BLOCK 5, GOLDEN HILL ADDITION, ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGE 35, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS,

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as Lots 11 through 17, Block 5, GOLDEN HILL ADDITION, addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 3, Page 35, Plat Records of El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $840,500.00. Further, the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Investor Edge Limited Co., (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____ 2026.

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:

_____
Mary Lou Espinoza
Capital Assets Manager
Real Estate Division

ORDINANCE NO. _____
HQ26-ECON-1154| Tran #27928 | Real Estate
PID #334869– Ordinance
RAB

THE STATE OF TEXAS)
) **CONTRACT OF SALE**
COUNTY OF EL PASO) **PIDs 334869 & 413585**

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Investor Edge Limited Co. ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows and hereinafter referred to as the "**Property**":

Lots 11 through 17, Block 5, GOLDEN HILL ADDITION, addition to the City of El Paso County, Texas, according to the Plat thereof recorded in Volume 3, Page 35, Plat Records of El Paso County, Texas.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $840,500.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $8,405.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge, the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving

the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;

4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. Property Sold "As Is". **THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.**

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

   a. Any "as-built" plans for any improvements on the Property, if any;

   b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all

expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE Seller will provide Buyer with a current Title Commitment. Buyer shall pay the cost of the Title Commitment at Closing. Buyer acknowledges and agrees that the Closing of this transaction shall occur through the same title company selected by Seller that issued the Title Commitment and Buyer shall not substitute or require the use of a different title company without the prior approval of the Seller.

3. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance within 15 calendar days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

    b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses

to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections. At that time, either party may elect to terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, either party decides to terminate this Agreement, the terminating party must send a written termination notice to the nonterminating party within five (5) calendar days from the expiration of the Title Review Period and in accordance with Section 4 (C) (3). If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Inspection Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed special warranty deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "A".** The Deed will convey the Property, subject to permitted exceptions and specifically excluding any water rights whatsoever.

2. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

3. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees and any appraisal cost at Closing. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the

Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. 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 Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer 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 both postmarked and delivered by certified mail. All mailed 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:

Seller:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890 CityManager1@elpasotexas.gov
Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890 CityAttorney@elpasotexas.gov
Copy:	City of El Paso Real Estate Division P.O. Box 1890

El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer:

Investor Edge Limited Co.
7383 Remcon Cir. #12451
El Paso, Tx. 79913
raul@investorsedgellc.com

E. CONFIDENTIALITY. The Buyer 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. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. 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.

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 Seller and the Buyer, and the Buyer'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. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____, 20__.

SELLER:
CITY OF EL PASO, TEXAS

_____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:
BY THE CITY ATTORNEY'S OFFICE

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the 28 day of April, 2026

BUYER:
Investor Edge Limited Co.

By: _____
Raul Florez, CEO/Organizer

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 28 day of April, 2026 by Investor Edge limited Co as ORGANIZER of the **Buyer.**
c/o Raul florez

_____
Notary Public, State of Texas

My commission expires:

04-05-2028

ESTEBAN HOLGUIN
Notary Public, State of Texas
Comm. Expires 04-05-2028
Notary ID 134838087

ATTACHMENT "A"
FOR EXHIBIT PURPOSES ONLY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

SPECIAL WARRANTY DEED

Effective Date: _____, {Year}

Grantor: **City of El Paso, Texas,** a Texas home-rule municipality

Grantor's Mailing Address: City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Grantee: {'General - Entity Legal Name'}

Grantee's Mailing Address: {'General - Entity Address'}

PROPERTY (INCLUDING ANY IMPROVEMENTS):

{'Property Legal Description'}, as more particularly described in **Attachment "A"**.

CONSIDERATION

$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE
To be added.

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S

administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 202__ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, {Year}.

GRANTOR:
CITY OF EL PASO

By: _____
Dionne L. Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, {Year}, by Dionne L. Mack, City Manager, City of El Paso.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

City of El Paso
City Clerk's Office
P.O. Box 1890
El Paso, TX 79950-1890

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	Raul Florez
Business Name	Investor Edge Limited Co. (IELCo)
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: _____ Digitally signed by Raul Florez Date: 2026.04.28 07:43:09 -06'00' Date: _____

File #: 26-0621, **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
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Saul J. G. Pina, (915) 212-1604

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST24-00019, to allow for a 67% parking reduction on the property described as Lots 17 through 21, Block 97, East El Paso Addition, 2928 Pershing Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

Subject Property: 2928 Pershing Drive
Applicant: Jefferson Apartments, LLC
Case Number: PZST24-00019

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE: 6/23/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Saul J. G. Pina **PHONE NUMBER:** (915) 212-1604

DISTRICT(S) AFFECTED: 2

AGENDA ITEM:

An Ordinance granting Special Permit No. PZST24-00019, to allow for a 67% parking reduction on the property described as Lots 17 through 21, Block 97, East El Paso Addition, 2928 Pershing Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070 of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 2928 Pershing Drive
Applicant: Jefferson Apartments, LLC
Case Number: PZST24-00019

ISSUE STATEMENT:

The applicant is requesting a special permit for a 67% parking reduction and approval of a detailed site development plan for the subject property at 2928 Pershing Drive for the use of restaurant (sit down) and other retail establishment (low volume). The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan. The City Plan Commission recommended approval of this request.

BACKGROUND:

The applicant is requesting a special permit for a 67% parking reduction for the use of restaurant (sit down) and other retail establishment (low volume) and approval of a detailed site development plan. The existing development is required to provide thirty-six (36) parking spaces, with only twelve (12) parking spaces being provided and requesting a reduction of twenty-four (24) parking spaces. A parking study was submitted and approved demonstrating an average of 31 parking spaces available on the street within 300 feet of the subject property that serve the area. The proposed special permit meets the intent of the Future Land Use Map designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

As of April 14, 2026, the Planning Division received one letter in opposition to the special permit request stating concerns for lack of parking in the area and possible demise of new businesses due to this. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve (Staff and CPC recommendation)
Approve with Conditions
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve the proposed special permit on January 29, 2026.

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

Applicant notified appropriate neighborhood associations 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.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

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:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Letter of Opposition
D. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Kevin Smith for Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00019, TO ALLOW FOR A 67% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOTS 17 THROUGH 21, BLOCK 97, EAST EL PASO ADDITION, 2928 PERSHING DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.14.070 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, JEFFERSON APARTMENTS, LLC**,** has applied for a Special Permit under Section 20.14.070 of the El Paso City Code to allow for a 67% parking reduction**;** and,

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

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a C-4 (Commercial) District:
Lots 17 through 21, Block 97, East El Paso Addition, 2928 Pershing Drive, City of El Paso, El Paso County, Texas; and,

2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for restaurant (sit down) and other retail establishment (low volume) on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the C-4 (Commercial) District regulations and is 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,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST24-00019, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ___ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
_____
Russell Abeln
Senior Assistant Attorney

APPROVED AS TO CONTENT:

Kevin Smith for _____
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

Jefferson Apartments, LLC, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **C-4 (Commercial) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 8th day of April, 2026.

Jefferson Apartments, LLC

(Signature)

Michael A Thompson member

(Name/Title)

ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ Oregon)
)
COUNTY OF ~~EL PASO~~ Polk)

This instrument is acknowledged before me on this 8th day of April, 2026, by Michael A. Thompson for Jefferson Apartments, LLC as Applicant.

(Seal)

OFFICIAL STAMP
ALYSSA DUNCAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 1028379
MY COMMISSION EXPIRES SEPTEMBER 19, 2026

Notary Public, State of ~~Texas~~ Oregon

Signature

Alyssa N. Duncan

Printed or Typed Name

My Commission Expires:

September 19th 2026

EXHIBIT "A"

GENERAL SITE NOTES

S1. CONCRETE WALKS ARE TO BE SCORED AS INDICATED WITH 1/2" EXPANSION JOINTS INSTALLED AT 20'-0" O.C. BETWEEN INTERSECTING WALKS AND AS DETAILED.

S2. AREAS INDICATED "LANDSCAPING" SHALL BE CLEARED OF ALL NON-SOIL MATERIALS AND GRADED TO 6" BELOW THE FINISH GRADES INDICATED. TOPSOIL, MULCH AND/OR OTHER LANDSCAPING MATERIALS WILL BE INTRODUCED UNDER SEPARATE CONTRACT.

S3. CONTRACTOR IS RESPONSIBLE FOR ALL INCIDENTAL WORK REQUIRED WHETHER INDICATED OR NOT TO COMPLETE NEW WORK FOR INTENDED USE.

S4. REMOVE TREES, SHRUBS, GRASS AND OTHER VEGETATION, IMPROVEMENTS OR OBSTRUCTIONS INTERFERING WITH INSTALLATION OF NEW CONSTRUCTION. REMOVAL INCLUDES DIGGING OUT STUMPS AND ROOTS.

S5. CONTRACTOR STAGING AREA SHALL BE LOCATED WITHIN PROJECT SITE LIMITS.

LEGAL DESCRIPTION

W/ EAST EL PASO 17 TO 21 (17500 SQ FT)
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PROJECT ADDRESS

2928 PERSHING DRIVE, EL PASO, TEXAS, 79903
COMERCIAL

EXISTING ZONING:

EXISTING ZONING: C-4
COMMERCIAL RETAIL STORE
RESTAURANT

SETBACKS

FRONT	0
REAR	10
MINIMUM CUMULATIVE FRONT & REAR YARD	N/A
SIDE	0
SIDE STREET	10
BUILDING HEIGHT	60'

PROVIDE DENSITY AS FOLLOWS:
LOT AREA SIZE 17,500 SQ. FT.
LOT WIDTH - 125 FT.
LOT DEPTH - 140 FT.
NOTE: 67% PARKING REDUCTION.

SCOOP OF WORK

PARKING REDUCTION REQUEST

BUILDING AREA:

EXISTING BUILDING 1: DOLLAR TREE THERE WILL BE NO WORK IN THIS PLACE	TOTAL=8,827 SQ.FT
EXISTING BUILDING 2: PICK UP KITCHEN THERE WILL BE NO WORK IN THIS PLACE	TOTAL=1,520 SQ.FT
TOTAL :	10,347.00 SQ. FT.

SCALE 3/32"=1'-0"

PARKING CALCULATION

BUILDING 1:
RETAIL(DOLLAR TREE)=1 PARKING(360 SQF)
8,827/360=24.51=25 PARKING
RESTAURAN(KITCHEN PICK UP)1 PARKING(144 SQF)
1,520/144=10.55=11 PARKING
TOTAL PARKING : 36 PARKING

TOTAL PARKING REQUIRED: 36 PARKING SPACES
TOTAL PARKING PROVIDED: 12 PARKING SPACES
TOTAL SPACES AVAILABLE: 12 SPACES

57% PARKING REDUCTION

ACCESSIBLE PARKING SPACES

REQUIRED MINIMUM OF ACCESSIBLE VAN SPACES AS PER TAS TABLE 208.2	1
PROVIDE NUMBER OF ACCESSIBLE VAN SPACES	1

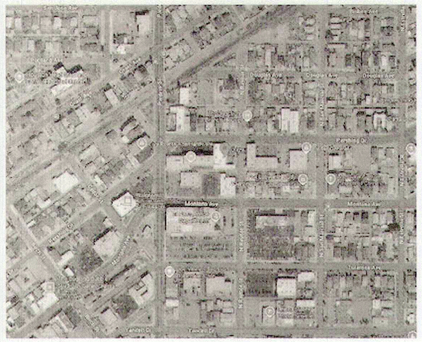
BIKE RACK NEEDED =3
BIKE RACK PROVIDED =6

LEGEND

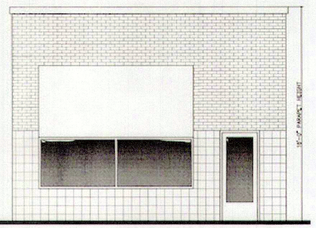
CONCRETE CURB
FIRE HYDRANT COVERAGE
STORM WATER DRAINAGE FLOW ARROWS
EXISTING FIRE HYDRANT

LANDSCAPING

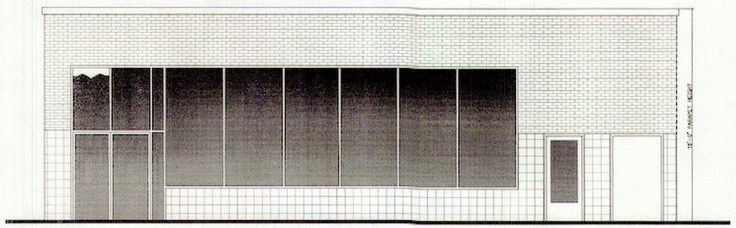
NO LANDSCAPING REQUIRED UNDER CURRENT SCOPE



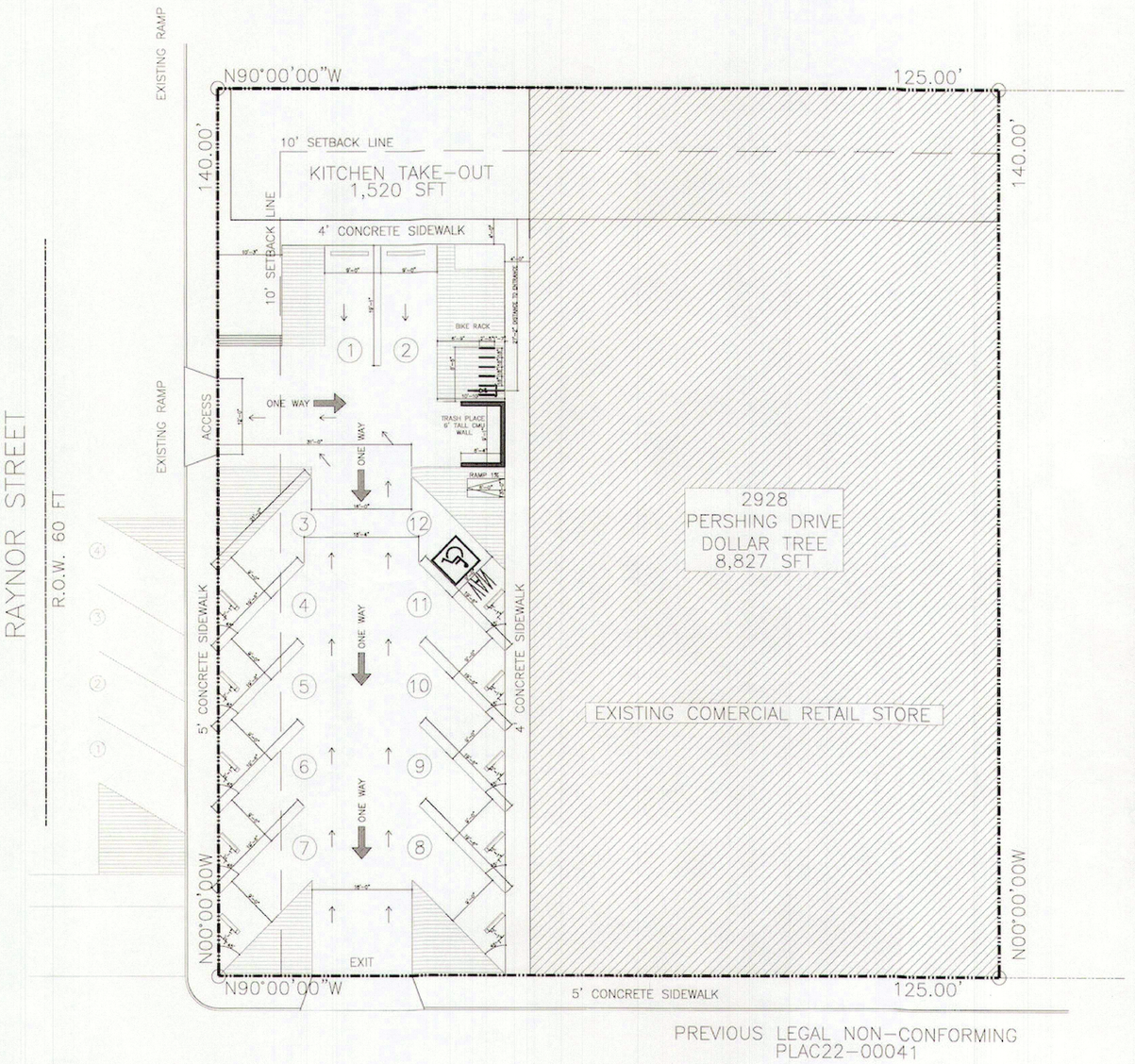
LOCALIZATION MAP



EAST ELEVATION
SCALE: 3/16"=1'-0"



NORTH ELEVATION
SCALE: 3/16"=1'-0"



PERSHING STREET

R.O.W. 62 FT

SITE PLAN
SCALE: 3/32"=1'-0"

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
4-24-26
DATE
For Michael Thompson, Owner
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER

CHARLES WESLEY GUNDERSEN 7516 REGISTERED ARCHITECT STATE OF TEXAS
1/16/2026

DETAILED SITE PLAN

RETAIL/RESTAURANT:
2928 PERSHING DRIVE
97 EAST EL PASO 17 TO 21 (17500 SQ FT) CITY OF EL PASO, EL PASO COUNTY, TEXAS

PROJECT ARCHITECT
WES GUNDERSEN
7704 GRAND CANYON PL.
EL PASO, TEXAS 79905
PHONE : (915) 342-6428

Vista del Sol
ARCHITECTURAL DESIGN
Cell 850-6264 494-1988

PLAN NO:
DTS 1
PREPARED 11-19-25
BY: LJL
REVISED
REVISED
REVISED
REVISED

PUBLIC/DWG/COMMERCIAL/2928PERSHING

ZONING

2928 Pershing

City Plan Commission — January 29, 2026 SPECIAL PERMIT

CASE NUMBER:	**PZST24-00019**
CASE MANAGER:	Saul J. G. Pina, (915) 212-1604, PinaSJ@elpasotexas.gov
PROPERTY OWNER:	Jefferson Apartments, LLC
REPRESENTATIVE:	Vista del Sol Architectural Designs
LOCATION:	2928 Pershing Dr (District 2)
PROPERTY AREA:	0.40 acres
EXISTING ZONING:	C-4 (Commercial)
REQUEST:	Special Permit for 67% parking reduction and approval of Detailed Site Development Plan
PUBLIC INPUT:	No support or opposition received as of January 22, 2026

SUMMARY OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval to allow a 67% parking reduction to accommodate the use of restaurant (sit down) and other retail establishment (low volume) in the C-4 (Commercial) zone district.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit request for parking reduction and detailed site development plan per Section 20.04.320 – Special Permit Approvals and Section 20.14.070 – Parking Reductions.

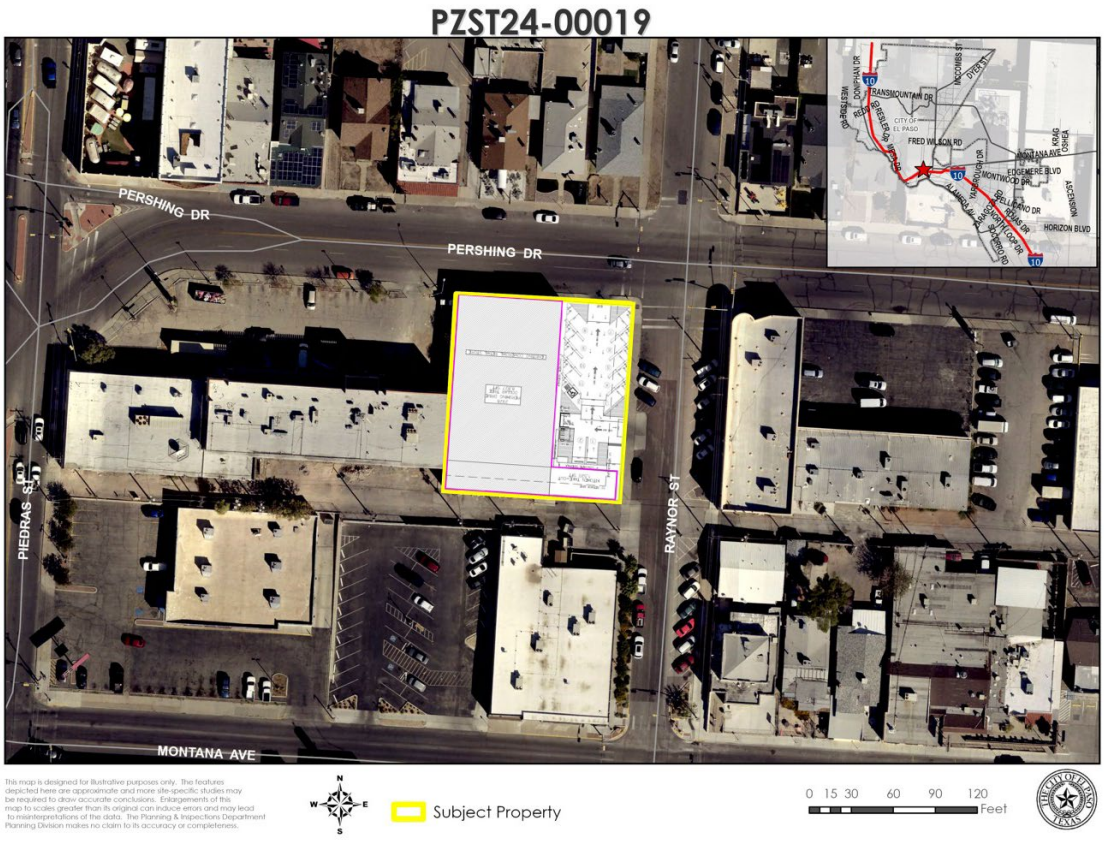


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval to allow for a 67% parking reduction on the subject property. The development consists of an existing 16-foot-tall structure totaling 10,347 square feet. This total area is comprised of an 8,827 square-foot retail store and a proposed 1,520 square-foot restaurant. Under current zoning requirements, these commercial uses require a combined minimum of thirty-six (36) parking spaces. The applicant proposes to provide twelve (12) parking spaces and three (3) bicycle parking spaces. Any additional demand will be accommodated by available on-street parking along the nearby commercial frontage. Main access to the site is via Raynor Street, with egress to Pershing Drive. The detailed site development plan demonstrates compliance with all applicable standards as per the El Paso City Code and is binding.

PREVIOUS HISTORY: On September 1, 2022, the property received legal nonconforming status due to the existing structure having zero-foot rear and side street yard setbacks. The current building configuration will remain without major modifications.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.14.070.A) – EXISTING DEVELOPMENT: Up to 100% parking reduction for a use involving an existing structure located within an older neighborhood of the City that is proposed through the rehabilitation, alteration or expansion of the existing structure(s). The applicant shall satisfactorily demonstrate compliance with all of the following conditions:	
Criteria	**Does the Request Comply?**
1. That the structure(s) is located in an older neighborhood of the City that has been legally subdivided and developed for at least thirty years.	Yes. The subject property is situated within the 'East El Paso' subdivision, recorded in 1904
2. That the structure(s) does not extend into an area within the property which was previously used to accommodate off-street parking.	Yes. The proposed development is confined to the existing structure. No extension is proposed into areas previously used to accommodate off-street parking.
3. That the off-street parking required for the proposed use of the structure(s) cannot be reasonably accommodated on the property due to the building coverage, whether due to the existing structure or due to a proposed expansion of the existing structure.	Yes. Building footprint constraints limit on-site parking to 12 spaces; adding more would require demolition of the structure. The parking study (Attachment 3) demonstrates that the site can be adequately served by a total of 24 spaces, supporting the 67% parking reduction.
4. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirements.	Yes. The area within 300 feet is fully built-out with no vacant lots available for parking. Because the neighborhood is densely developed, the required parking cannot be accommodated off-site without demolishing existing structures.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. The detailed site development plan and parking study (Attachment 3) demonstrate compliance with all other applicable standards per the El Paso City Code.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of *Plan El Paso* and the G-2, Traditional Neighborhood Land use designation. The proposed development will repurpose the existing building without expanding the parking area, ensuring the site remains walkable.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property is adequately served by existing infrastructure and will not impose an undue burden on public improvements. Access is provided via

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
	Raynor Street with egress onto Pershing Drive; both are classified as Minor Arterials under the City's Major Thoroughfare Plan (MTP). These roadways are designed to accommodate the traffic volumes associated with commercial activity, and the proposed one-way site circulation ensures orderly movement without impacting the surrounding street network.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. To protect adjacent properties, wheel stops will be used to prevent vehicles from crossing property lines. Safety will further be enhanced by directional signage and striping, establishing a clear one-way traffic pattern entering from Raynor Street and exiting onto Pershing Drive.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. No adverse impact is anticipated. The development will maintain the existing building footprint and drainage patterns, remaining consistent with the current site conditions.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The site complies with existing standards. Because the development maintains the current building footprint, no additional landscape or screening is required.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing uses and building configurations are similar to other properties in the vicinity.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed development will not be detrimental to its neighboring properties as it maintains the existing building and parking levels. The special permit ensures the property remains compatible with the area while utilizing transit proximity to prevent any adverse parking overflow.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Existing zone is compatible with the Future Land Use designation for the property: **G-2, Traditional Neighborhood:** This sector includes the remainder of Central El Paso as it existing through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in the Comprehensive Plan.	Yes. The proposed development aligns with the future land use designation by using the current building footprint and not expanding parking to maintain walkability and the character of the neighborhood.

Compatibility with Surroundings: The existing zoning district is compatible with those surrounding the site: **C-4 (Commercial) District:** The purpose of this district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.	Yes. The area is primarily C-4 (Commercial). Similar to other properties in this district that have received parking reductions, this request supports the continued use of the site for commerce without requiring additional land for parking.
THE PROPOSED PROJECT'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 in a special designation or study area plan.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested special permit.	No adverse impacts are expected. The site is located near a major Brio transit hub, which reduces the need for on-site parking. Approval will allow the property to function in its current configuration without causing parking overflow into the nearby residential area.
Natural Environment: Anticipated effects on the natural environment.	None. The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition, with zoning activity involving a special permit for parking reduction and a rezoning to general mixed use. The special permit will allow to maintain current parking levels for the property without causing overflow into the surrounding neighborhood.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Existing zoning will not be changed. The special permit will permit a percentage reduction in parking as proposed.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property fronts Raynor Street and Pershing Drive, both roadways designated as minor arterials on the City of El Paso's Major Thoroughfare Plan (MTP), primarily linking to other commercial establishments in the area. Access for both pedestrians and vehicles is provided via both fronting streets, where existing sidewalks are present. Additionally, the property is situated 0.3 miles from the Five Points Brio station and transit facility.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from other respective departments.

PUBLIC COMMENT: The subject property falls within the Five Points Development Association, El Paso Central Business Association, 5 Points Neighborhood Association, and the Sunrise Civic Group Association. Notices were sent to property owners within 300 feet of the subject property on January 16, 2026. The Planning Division has not received any communication in support or opposition to the special permit and detailed site development plan request.

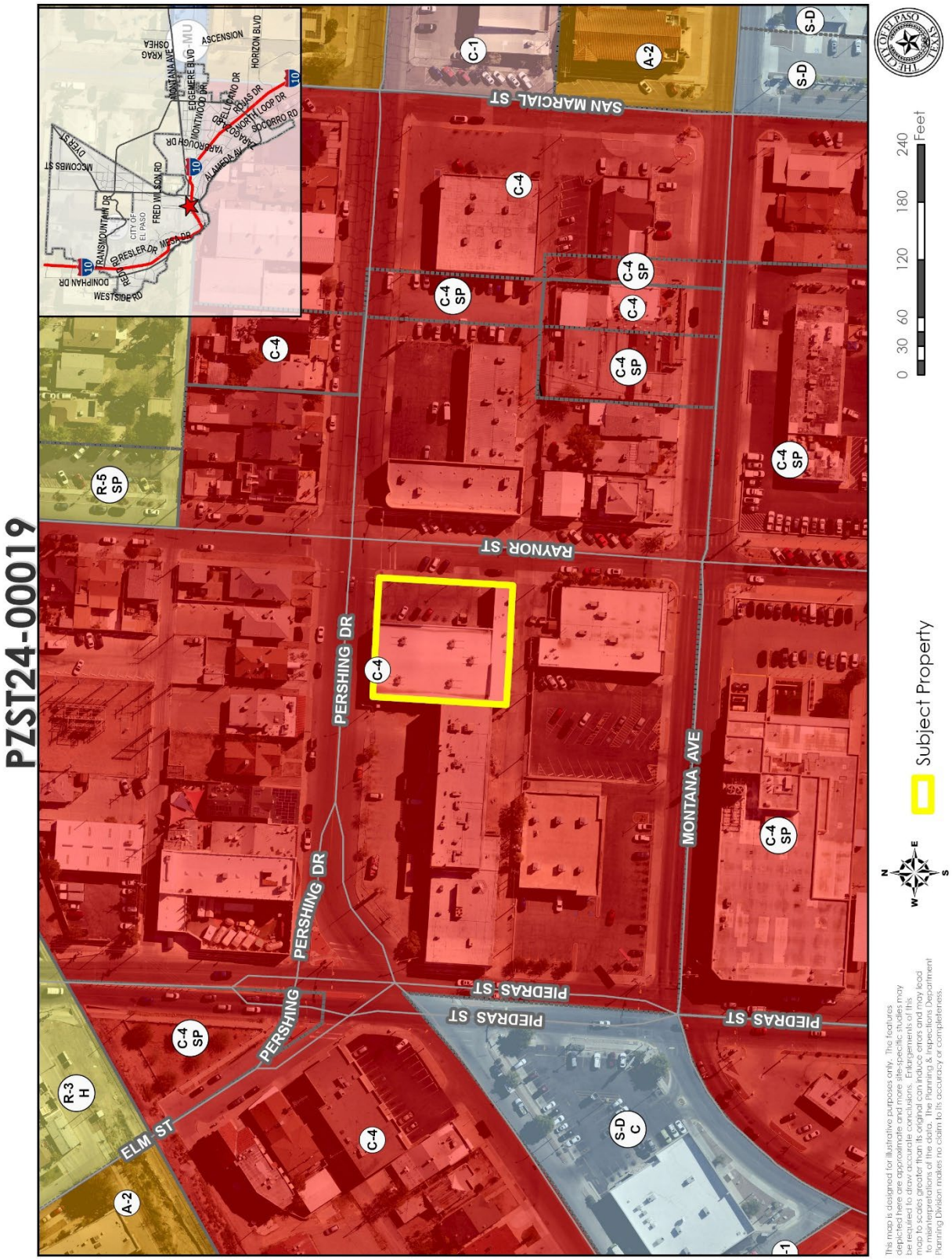
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit 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. **(Staff Recommendation)**
2. **Recommend Approval of the special permit 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.
3. **Recommend Denial** of the special permit 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.

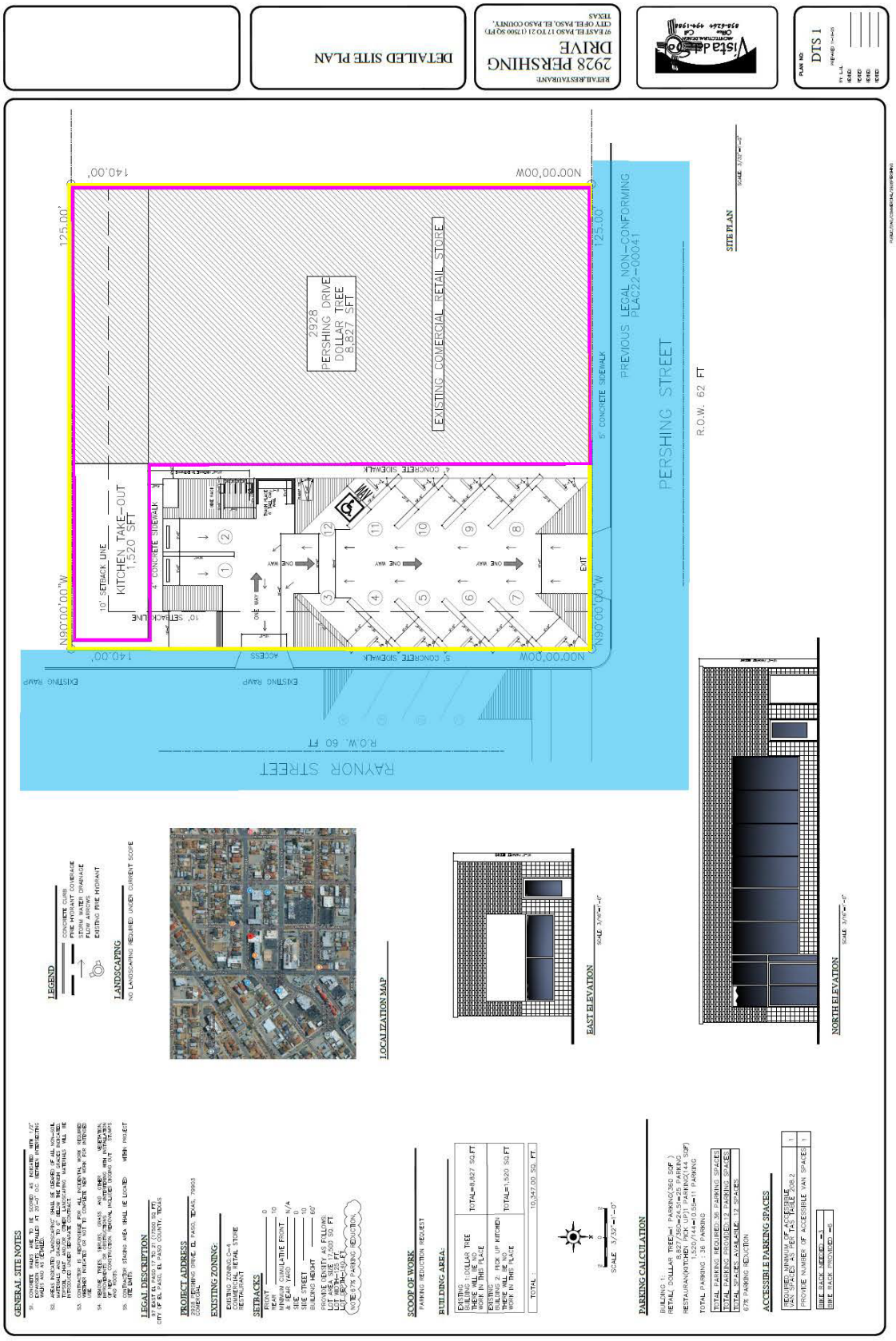
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Plan
3. Parking study
4. Department Comments
5. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



PARKING STUDY 2928 PERSHING DR.

August 05 TO August 09, 2024

TIME/DAY	OVERALL (STREET PARKING)	OVERALL (OCCUPIED)					OVERALL (AVAILABLE)				
		MO	TU	WE	TH	FR	MO	TU	WE	TH	FR
8:00 AM	55	40	38	34	35	33	15	17	21	20	22
9:00 AM	55	32	34	25	36	30	23	21	30	19	25
10:00 AM	55	28	31	20	35	25	27	24	35	20	30
11:00 AM	55	26	27	13	32	18	29	28	42	23	37
12:00 PM	55	22	20	11	24	17	33	35	44	31	38
1:00 PM	55	20	19	14	21	17	35	36	41	34	38
2:00 PM	55	19	22	20	17	20	36	33	35	38	35
3:00 PM	55	16	10	25	15	18	39	45	30	40	37
4:00 PM	55	15	15	29	18	23	40	40	26	37	32
5:00 PM	55	15	13	28	23	19	40	42	27	32	36
6:00 PM	55	19	25	32	28	23	36	30	23	27	32
7:00 PM	55	22	15	21	19	20	33	40	34	36	35
8:00 PM	55	26	38	35	34	38	19	17	20	21	17
AVERAGE	55	24	24	24	26	24	32	32	32	29	32

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **Approval** of the special permit and detailed site development plan per Section 20.04.320 – Special Permit Approvals and Section 20.14.070 – Parking Reductions.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend Approval.

No objections to the proposed special permit. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

Planning and Inspections Department – Land Development

Recommend Approval.

1. The project must be submitted to the Traffic Department for formal review to ensure all recommendations align with city standards.
2. Proposed parking lot area must be compliant with the Street Design Manual (please see "Cluster Parking" Detail 3-42, Appendix "A" -Angle parking-); add dimensions from each area of existing/proposed parking lot.
3. If this permit involves any change to existing plan, must be provide a detailed site plan.
4. Comply with ADA requirements, 5' concrete sidewalk along R.O.W.
5. Provide directional ramps on the corner, diagonal ramp is not allowed.
6. Driveways must be between 25'– 35' feet wide as per DSC 6-16.
7. Provide and label note "All existing and proposed sidewalks, barrier free ramps, handicap parking, driveway crosswalks, driveways and accessible routes shall comply with A.D.A./T.A.S. and city of El Paso requirements. Existing infrastructure not complying shall be removed and replaced to meet standards" on the plan.

Note: To be reviewed at the building permit phase.

Streets and Maintenance Department

Traffic and Transportation Engineering:

No objection to application.

Street Lights Department:

Do not object to this request.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project 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.

Contract Management Section:

1. This is a special permit request for parking reduction, if any scope of work extends into the City of El Paso right-of-way, the contractor must comply with applicable Municipal Codes and DSC guidelines.
2. For any parking improvements or modifications, follow Municipal Code Appendix C – Table of Parking Requirements and Standards.

Sun Metro

No effects on Sun Metro operations and transit services. Parking Reduction letter has been submitted to requestor on August 29, 2024.

El Paso Water

EPWater-PSB does not object to this request.

Water:

There is an existing 16-inch diameter water main that extends along Pershing Drive located approximately 6-feet north of the southern right of way. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 16-inch diameter water main that extends along Raynor Street located approximately 20 and a half feet west of the eastern right of way. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 4-inch diameter water main that extends through the alleyway between Pershing Dr. and Montana Ave. This main is available to provide service.

Previous water pressure reading from fire hydrant #01655, located on the southwest corner of Raynor St. and Montana Ave., has yielded a static pressure of 75 (psi), a residual pressure of 70 (psi), and a discharge of 1162 (gpm). 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 Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate an active 3/4-inch water meter serving the subject property. The service address for this meter is 2928 Pershing Dr.

Sanitary Sewer:

There is an existing 12-inch diameter sanitary sewer main that extends along the alleyway between Pershing Dr. and Montana Ave. located approximately 9-feet south of the northern right-of-way. This main is available to provide service.

General:

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. 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:

No objections.

El Paso County 911 District

The 911 District has no comments or concerns regarding this zoning.

El Paso Electric
No comments for 2928 Pershing Dr.

Texas Gas Service
In reference to case PZST24-00019 - 2928 Pershing, Texas Gas Service does not have any comments.

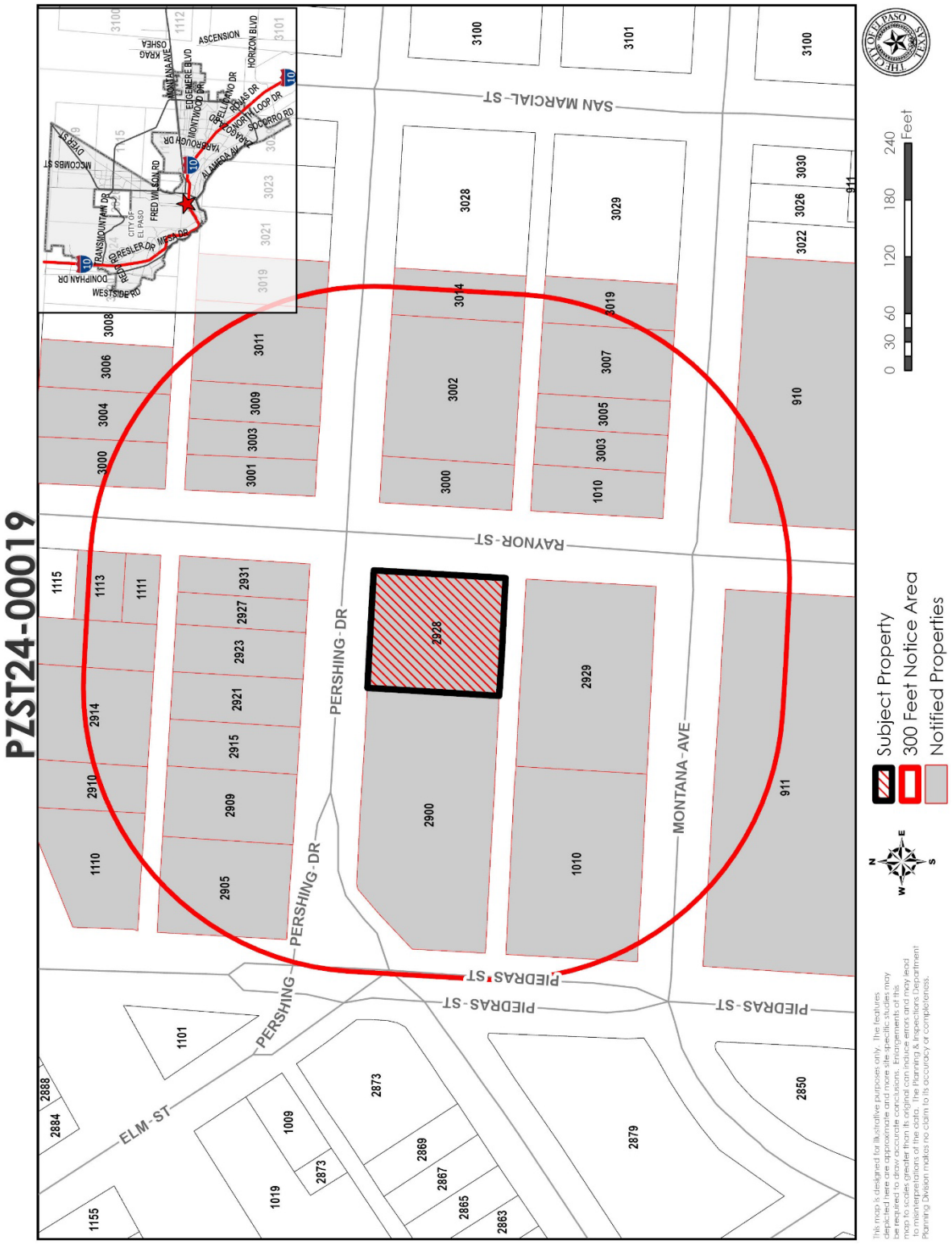
Fire Department
No comments received.

Environmental Services
No comments received.

Texas Department of Transportation
No comments received.

El Paso County Water Improvement District #1
No comments received.

ATTACHMENT 5



FIVE POINTS DEVELOPMENT ASSOCIATION, INC.
P.O. BOX 3612
EL PASO, TEXAS 79923-3612

February 11, 2026

Michael Thompson
Jefferson Apartments, LLC
PO Box 12605
Salem, OR 97309-0605

IN RE: FPDA Opposition to Parking Reduction – 2928/2934 Pershing Dr.

Dear Mr. Thompson,

The request for support by the Five Points Development Association of a request for a parking requirement reduction brings forward two key issues: parking and new business. FPDA has long advocated for more parking in the business area including strongly urging the City to create more parking when the police parking lot collapsed. We were ignored. The added parking on Raynor and Tularosa are the result of a study requested by FPDA and its support and formal request for funding of the result. Of course, growth of business in the Five Points Area is essential to the continued vitality of the neighborhood.

As part of FPDA's decision process, we discussed the proposed reduction with nearby businesses and asked for additional details regarding the proposed new business in accordance with the offer in the letter of request.

The comments from those businesses responding made several points clear. First, all respondents acknowledge that lack of parking is a problem. In fact, a former tenant of the address for which a parking reduction request is being made indicated that its move to a different location was driven by the lack of parking and the current occupant of the other part of that building stated that there is insufficient parking. Second, most respondents acknowledge the desirability of new businesses in the area. Third, most were not in favor of a reduction in the requirement because the likely result would be to make an already bad situation worse. One business owner shared concern that inviting a new business into the area with insufficient parking might lead to its failure. Another is concerned about the present negative effect on business by limited parking. Several businesses pointed out the businesses that had acquired property for parking or made other arrangements for off-street parking.

We requested from the party making the request several bits of information that we felt would be helpful in making a decision. We asked for the total number of spaces under the City requirement, the total currently available and the number proposed. The only answer we received was that the reduction was for 65%. We asked the nature of the proposed new business and were told that it would be a restaurant but did not receive enough details to make any judgment of potential traffic volume. Unfortunately, our experience with the person requesting the reduction was less than

positive. Telephone calls were not answered. Messages were not acknowledged or responded to without multiple calls. As outlined above, information about the business or reduction was meager. In the end, the information outlined above was presented to and discussed in depth by the FPDA Board of Directors at its meeting on February 4, 2026. The Board, after careful consideration and debate, unanimously voted TO OPPOSE THIS REQUEST for a reduction of the City's parking requirement.

FPDA continues to support new business in Five Points but also continues to be concerned with the types of businesses, the concentration of any type of business and the effect of limited parking or reduction of parking on existing businesses and proposed future businesses.

Going forward, while bearing in mind these concerns, FPDA stands ready to entertain support of any proposition that in its opinion promotes the vitality of the Five Points area, does not risk harm to existing businesses and meets our vision of the whole Five Points Area: " A vibrant family-friendly safe neighborhood with a wide but balanced variety of opportunities for residing, shopping, entertainment and recreation readily accessible by all forms of transportation including private automobiles with adequate parking."

Sincerely,

Fred Evans, President
Five Points Development Association

Celebrating 40 Years of Advocacy for the Greater Five Points Neighborhood

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	Michael A Thompson
Business Name	Jefferson Apartments, LLC
Agenda Item Type	Special Permit
Relevant Department	Planning and Inspections

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: Manager member Jefferson Apts LLC Date: 04/08/2026

File #: 26-0625, **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
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tracts 1 through 17, Palmdale Acres, as filed in Volume 12, Page 9 of the plat records of El Paso County, Texas, and a portion of Vacated Dairy Road, Block 20, Ysleta Grant, 7321 North Loop Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-2 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 7321 North Loop Drive
Applicant: Farmers Select, LLC
Case Number: PZRZ25-00012

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE: 6/23/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 3

AGENDA ITEM:

An Ordinance changing the zoning of a portion of Tracts 1 through 17, Palmdale Acres, as filed in Volume 12, Page 9 of the plat records of El Paso County, Texas, and a portion of Vacated Dairy Road, Block 20, Ysleta Grant, 7321 North Loop Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-2 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 7321 North Loop Drive
Applicant: Farmers Select, LLC
Case Number: PZRZ25-00012

ISSUE STATEMENT:

The applicant proposes to rezone the subject property at 7321 North Loop Drive from R-F (Ranch and Farm) to C-2 (Commercial) to allow for a proposed office warehouse use. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan. City Plan Commission unanimously recommended approval with conditions.

BACKGROUND:

The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-2 (Commercial) to allow for a proposed office warehouse use. 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. Staff and City Plan Commission recommend conditions to safeguard the property and surrounding development from negative impacts to the El Paso Community College campus and nearby residents.

As of May 12, 2026, the Planning Division has received two (2) phone calls of inquiry, but has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve
Approve with Conditions - (Staff and CPC recommendation)
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 7-0 to approve the proposed rezoning request with conditions on March 26, 2026. The recommended conditions are a 10-foot landscaped buffer to be required adjacent to R-F (Ranch and Farm) zoning districts, review and approval of a Detailed Site Development Plan that may also require approval of a Traffic Impact Analysis (TIA), and a minimum 500-foot distance requirement between businesses deriving a majority of their sales from alcohol and those emitting amplified sound.

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

Applicant notified appropriate neighborhood associations 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.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

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:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Kevin Smith for Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACTS 1 THROUGH 17, PALMDALE ACRES, AS FILED IN VOLUME 12, PAGE 9 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS, AND A PORTION OF VACATED DAIRY ROAD, BLOCK 20, YSLETA GRANT, 7321 NORTH LOOP DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL), 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 A portion of Tracts 1 through 7, Palmdale Acres, as filed in Volume 12, Page 9 of the Plat Records of El Paso County, Texas, and a portion of Vacated Dairy Road, Block 20, Ysleta Grant, 7321 North Loop Drive, *located in the City of El Paso, El Paso County, Texas,* and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm)** to **C-2 (Commercial)**, as defined in Section 20.06.020, 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 adjacent property owners and the residents of this City:

1. *That a ten-foot (10') landscaped buffer with large or medium native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to Ranch and Farm zone districts.*

2. *That a detailed site development plan shall be approved per City of El Paso Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the Detailed Site Development Plan review, an approved Traffic Impact Analysis (TIA) may be required by the Traffic Engineer.*

3. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
    - *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    - *Providing outdoor amplified sound.*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, **2026**.

THE CITY OF EL PASO

ATTEST:

_____
Renard U. Johnson
Mayor

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for
_____
Philip F. Etiwe, Director
Planning & Inspections Department

Exhibit "A"

METES AND BOUNDS DESCRIPTION

7321 NORTH LOOP DRIVE
EXHIBIT "A"

A 13.1090 ACRE PARCEL SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AS A PORTION OF TRACTS 1 THROUGH 17, PALMDALE ACRES, AS FILED IN VOLUME 12, PAGE 9 OF THE PLAT RECORDS OF EL PASO COUNTY AND A PORTION OF VACATED DAIRY ROAD, BLOCK 20, YSLETA GRANT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) BRASS CAP MONUMENT FOUND AT THE INTERSECTION OF THE EAST BOUNDARY LINE OF SAID PALMDALE ACRES AND THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE;

THENCE, LEAVING THE EAST BOUNDARY OF SAID TRACT 1 AND FOLLOWING THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE, NORTH 62°37'00" WEST, A DISTANCE OF 69.69 FEET TO A TXDOT BRASS CAP MONUMENT FOUND FOR AN ANGLE POINT;

THENCE, CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE, NORTH 57°44'00" WEST, A DISTANCE OF 906.17 FEET TO A TXDOT BRASS CAP MONUMENT FOUND FOR AN ANGLE POINT;

THENCE, CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE, NORTH 52°24'35" WEST, A DISTANCE OF 69.69 FEET TO A TXDOT BRASS CAP MONUMENT FOUND ON THE BOUNDARY LINE COMMON TO SAID TRACTS 11 AND 12 FOR THE SOUTH SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE AND FOLLOWING THE BOUNDARY LINE COMMON TO SAID TRACTS 11 AND 12, NORTH 44°33'39" EAST, A DISTANCE OF 178.22 FEET TO A 1/2 INCH REBAR FOUND FOR AN ANGLE POINT;

THENCE, LEAVING THE BOUNDARY LINE COMMON TO SAID TRACTS 11 AND 12, NORTH 57°33'40" WEST,A DISTANCE OF 285.53 FEET TO 1/2 INCH REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF HAWKINS BOULEVARD FOR THE WEST SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, FOLLOWING THE EAST RIGHT-OF-WAY LINE OF HAWKINS BOULEVARD, NORTH 34°05'48" EAST, A DISTANCE OF 234.20 FEET FEET TO A POINT AND BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF HAWKINS AND FOLLOWING THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,533.37 FEET, A CENTRAL ANGLE OF 05°49'18", AN ARC LENGTH OF 155.80 FEET AND WHOSE LONG CHORD BEARS NORTH 33°55'37" EAST, A DISTANCE OF 155.74 FEET TO AN ANGLE POINT ON THE NORTH BOUNDARY LINE OF SAID PALMDALE ACRES FOR THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF HAWKINS BOULEVARD AND FOLLOWING THE NORTH BOUNDARY LINE OF SAID PALMDALE ACRES, SOUTH 56°25'44" EAST, A DISTANCE OF 363.62 FEET TO A 1/2 INCH REBAR FOUND FOR AN ANGLE POINT;

THENCE, CONTINUING ALONG THE NORTH BOUNDARY LINE OF SAID PALMDALE ACRES, SOUTH 49°35'15" EAST, A DISTANCE OF 622.04 FEET TO AN ANGLE POINT, IDENTICAL TO THE NORTHEAST CORNER OF SAID PALMDALE ACRES;

THENCE, LEAVING SAID PALMDALE ACRES, SOUTH 45°14'50" EAST, A DISTANCE OF 45.90 FEET TO A POINT ON THE EAST BOUNDARY LINE OF THE E.P.E.C UTILITY EASEMENT AS DESCRIBED IN BOOK 3787, PAGE 1327, EL PASO COUNTY DEED RECORDS FOR THE NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, FOLLOWING THE EAST BOUNDARY OF SAID E.P.E.C. UTILITY EASEMENT, SOUTH 00°23'58 EAST, A DISTANCE OF 525.11 FEET TO A TXDOT BRASS CAP MONUMENT FOUND ON THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE FOR THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE EAST BOUNDARY LINE AND FOLLOWING THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE, NORTH 89°04'02" WEST, A DISTANCE OF 32.35 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 13.1090 ACRES (571,027.11 SQUARE FEET), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.



CARLOS M. JIMENEZ
R.P.L.S. 3950
FIRM# 10099300

CAD CONSULTING CO.
1790 N. LEE TREVINO DR., STE. 309
EL PASO, TX 79936
915-633-6422

DATE: 02-20-25

BOUNDARY AND IMPROVEMENT SURVEY

7321 NORTH LOOP DRIVE
A PORTION OF TRACTS 1 THROUGH 17, PALMDALE ACRES, AS FILED IN VOLUME 12, PAGE 9 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS AND A PORTION OF VACATED DAIRY ROAD, BLOCK 20, YSLETA GRANT CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING: 571,027.11 SQ. FT. OR 13.1090 ACRES ±

METES AND BOUNDS DESCRIPTION

A 13.1090 ACRE PARCEL SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AS A PORTION OF TRACTS 1 THROUGH 17, PALMDALE ACRES, AS FILED IN VOLUME 12, PAGE 9 OF THE PLAT RECORDS OF EL PASO COUNTY AND A PORTION OF VACATED DAIRY ROAD, BLOCK 20, YSLETA GRANT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

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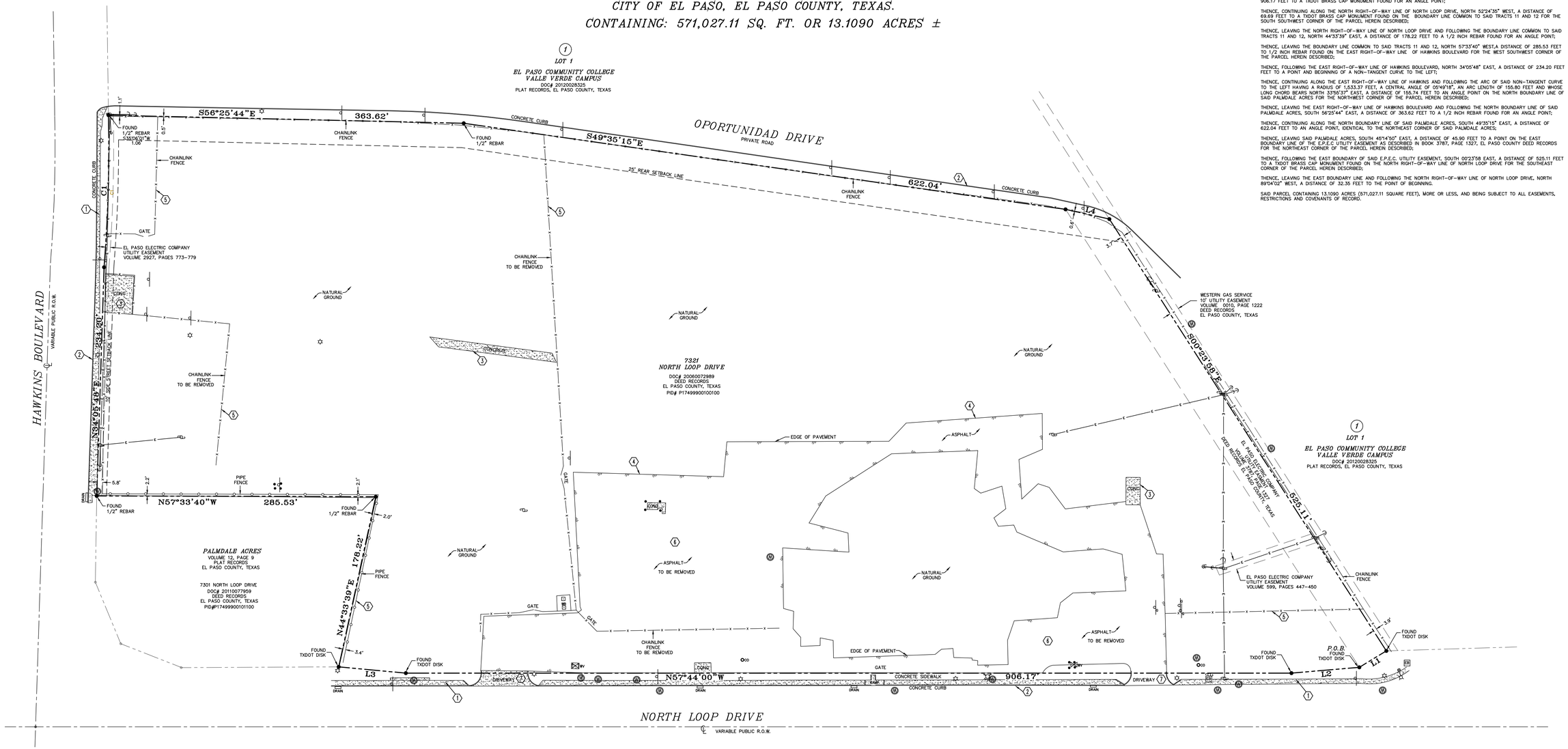
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LEGEND

☼	= LIGHT POLE
Ⓦ	= WATER METER
Ⓜ	= MANHOLE
	= FIRE HYDRANT
	= SIGN
TB	= TEL. BOX
WB	= WATER BOX
EB	= ELECTRIC BOX
	= TRAFFIC LIGHT
D	= DRAIN
	= POWER POLE
	= GUIY WIRE
	= CLEAN OUT
	= GAS SIGN
WV	= WATER VALVE
	= OVERHEAD ELECTRIC
	= ROCKWALL
	= FENCE
	= PIPE FENCE

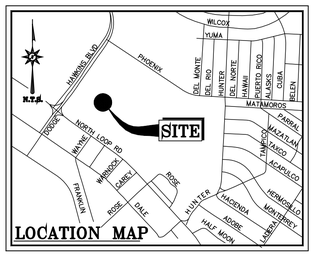
KEYED NOTES

1. EXISTING SIDEWALKS.
2. EXISTING CONC. CURB
3. EXISTING CONCRETE
4. EXISTING PAVEMENT
5. EXISTING FENCE
6. EXISTING ASPHALT PAVEMENT
7. EXISTING DRIVEWAY

LINE TABLE		
LINE	LENGTH	BEARING
L1	32.35	N89°04'02"W
L2	69.69	N62°37'00"W
L3	69.00	N52°24'35"W
L4	45.90	S45°14'50"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	155.80	1533.37	5°49'18"	N33°55'37"E	155.74

SCHOOL DISTRICT
YSLETA INDEPENDENT SCHOOL DISTRICT



PROPOSED ZONING

C-4 COMMERCIAL DISTRICT - ZONING INFORMATION

YARD AND LOT AREA STANDARDS:

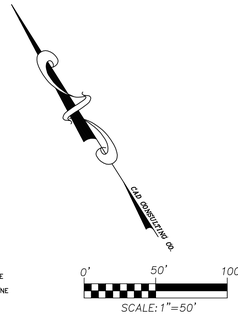
A. ALL BUILDINGS SHALL HAVE A MINIMUM FRONT YARD OF ZERO FEET, REAR YARD OF TWENTY FIVE FEET AND A SIDE YARD OF TEN FEET WHEN ABUTTING A RESIDENTIAL OR APARTMENT DISTRICT OR WHEN ABUTTING A SIDE STREET; EXCEPT THAT FOR MULTIFAMILY DWELLINGS THE MINIMUM YARD STANDARDS SHALL BE:
1. FRONT YARD: ZERO FEET;
2. REAR YARD: TWENTY-FIVE FEET;
3. INTERIOR SIDE YARD: FIVE FEET,UNLESS ABUTTING A RESIDENTIAL ORE APARTMENT DISTRICT IT WILL BE TEN FEET;
4. SIDE STREET SIDE YARD: TEN FEET.

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CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424

SURVEYOR NOTE(S):

1. THIS TRACT LIES IS WITHIN FLOOD ZONE "X-SHADED"-"AREAS OF 0.2% ANNUAL CHANCE OF FLOOD", PANEL #480214-0041-C, DATED FEBRUARY 16, 2006.
2. THE LOCATION OF EXISTING UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH SURFACE GROUND MARKINGS, EXCAVATIONS OR UTILITY COMPANY PLANS TO DETERMINE THE EXACT LOCATION OF ANY SUBTERRANEAN USES.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



STATE OF TEXAS
REGISTERED
CARLOS M. JIMENEZ
3950
PROFESSIONAL
LAND SURVEYOR

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CARLOS M. JIMENEZ R.P.L.S No. 3950
FIRM# 10099300

JOB # 25-0057 DATE: 02/15/2025 ML

7321 North Loop

City Plan Commission — March 26, 2026

REZONING

CASE NUMBER:	**PZRZ25-00012**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Farmers Select LLC
REPRESENTATIVE:	CAD Consulting Co.
LOCATION:	7321 North Loop Dr. (District 3)
PROPERTY AREA:	13.10 acres
REQUEST:	Rezone from R-F (Ranch and Farm) to C-2 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Two (2) phone calls of inquiry received as of March 19, 2026

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-2 (Commercial) to allow for the use of office warehouses.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4, Suburban (Walkable) Future Land Use designation. The conditions are as follows:

1. *That a ten-foot (10') landscaped buffer with large or medium native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along property lines adjacent to Ranch and Farm zone districts.*

2. *That a detailed site development plan shall be approved per City of El Paso Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the Detailed Site Development Plan review, an approved Traffic Impact Analysis (TIA) may be required by the Traffic Engineer.*

3. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
    - *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    - *Providing outdoor amplified sound.*

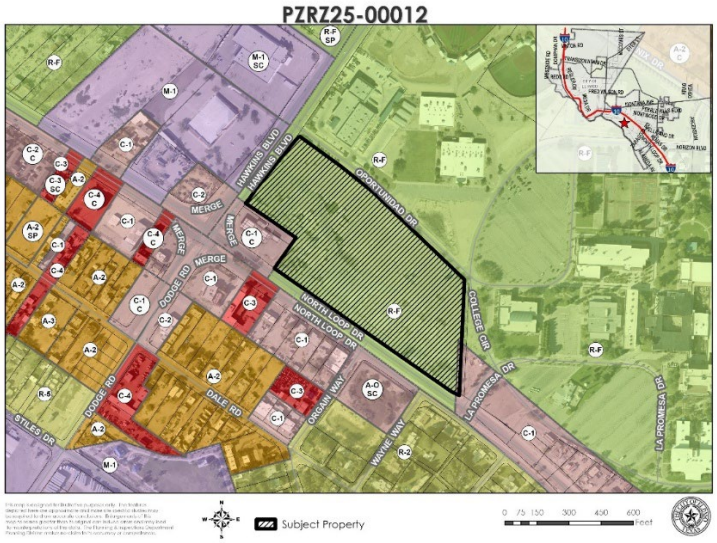


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-2 (Commercial) to allow for the use of office warehouses. The subject property is approximately 13.10 acres in size and is currently vacant. The conceptual site plan shows the proposed structures and parking areas. The site plan is not being reviewed for compliance under Title 20 of the El Paso City Code and is non-binding.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is consistent with adjacent commercial uses and zoning districts in the area. Properties to the west and across Hawkins Boulevard consist of a convenience store with gas pumps, a contractor's yard, and a professional office zoned C-1/c (Commercial/conditions), C-2 (Commercial) and M-1 (Light Manufacturing). To the north and east is the El Paso Community College – Valle Verde Campus that is zoned R-F (Ranch and Farm) as well as a vacant lot zoned C-1 (Commercial). To the south across North Loop Drive are properties zoned C-1 (Commercial), C-3 (Commercial), and A-O/sc (Apartment/Office/special contract), consisting of a restaurant, retail, a vacant lot, single-family dwellings, and an automotive repair garage. The proposed zoning district will maintain compatibility with existing surrounding zoning districts that are of similar intensity. The nearest school is the Valle Verde Early College High School which is 0.1 miles away and the closest park is Stiles Park located 0.35 miles away.

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: **G4, 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 subject property and the proposed development meet the intent of the G-4, Suburban (Walkable) Future Land Use designation of *Plan El Paso.* The proposed zoning is compatible with the future land use designation as it will provide additional commercial uses to serve the surrounding area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-2 (Commercial) District:** The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	The proposed C-2 (Commercial) zoning district with proposed conditions will integrate with adjacent C-1 (Commercial) zone districts, and nearby C-2 (Commercial), A-O/sc (Apartment/Office/special contract), and C-3 (Commercial) zoning districts in the surrounding area. The proposed zoning district will be compatible with the area by integrating with higher and lower intensity zoning districts and serving as a transitional buffer from higher intensity industrial uses to the west with lower intensity residential uses to the south.
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.	The subject property is abutting North Loop Drive and Hawkins Boulevard which are classified as major arterials, respectively, in the City of El Paso's Major Thoroughfare Plan (MTP). The rezoning of the property will allow for the integration of new commercial uses, making them more accessible to nearby residential areas.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
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 Historical Districts or Study Area Plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts to the surrounding area. The rezoning will introduce additional commercial uses to serve the surrounding areas. Prior to the approval of a detailed site development plan, the Traffic Engineer will evaluate the site and may require the review and approval of a Traffic Impact Analysis (TIA).
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects on the natural environment. The subject property is currently inactive farmland and vacant open land.
Stability: Whether the area is stable or in transition.	The area is stable, with no rezonings in the past 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The current R-F (Ranch and Farm) zoning district is no longer suitable given that the surrounding area is mainly comprised of higher intensity, non-agricultural land uses.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from North Loop Drive and Hawkins Boulevard, which are roadways classified as major arterials in the City of El Paso's Major Thoroughfare Plan (MTP) and are appropriate for commercial development. In addition, sidewalks are currently present along North Loop Drive and Hawkins Boulevard. There are currently three (3) bus stops located within walking distance (0.25 miles) with the closest bus stop located 0.1 miles away on North Loop Drive.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: The proposed conditions are being incorporated to ensure compatibility with commercial uses and safeguard neighboring properties from possible negative impacts.

PUBLIC COMMENT: The subject property lies within the boundaries of the Rosedale Neighborhood Association, the Mission Valley Civic Association, and the Corridor 20 Civic Association. Public notices were sent to properties within 300 feet of the subject property on March 13, 2026. As of March 19, 2026, the Planning Division has received two (2) phone calls of inquiry to the request.

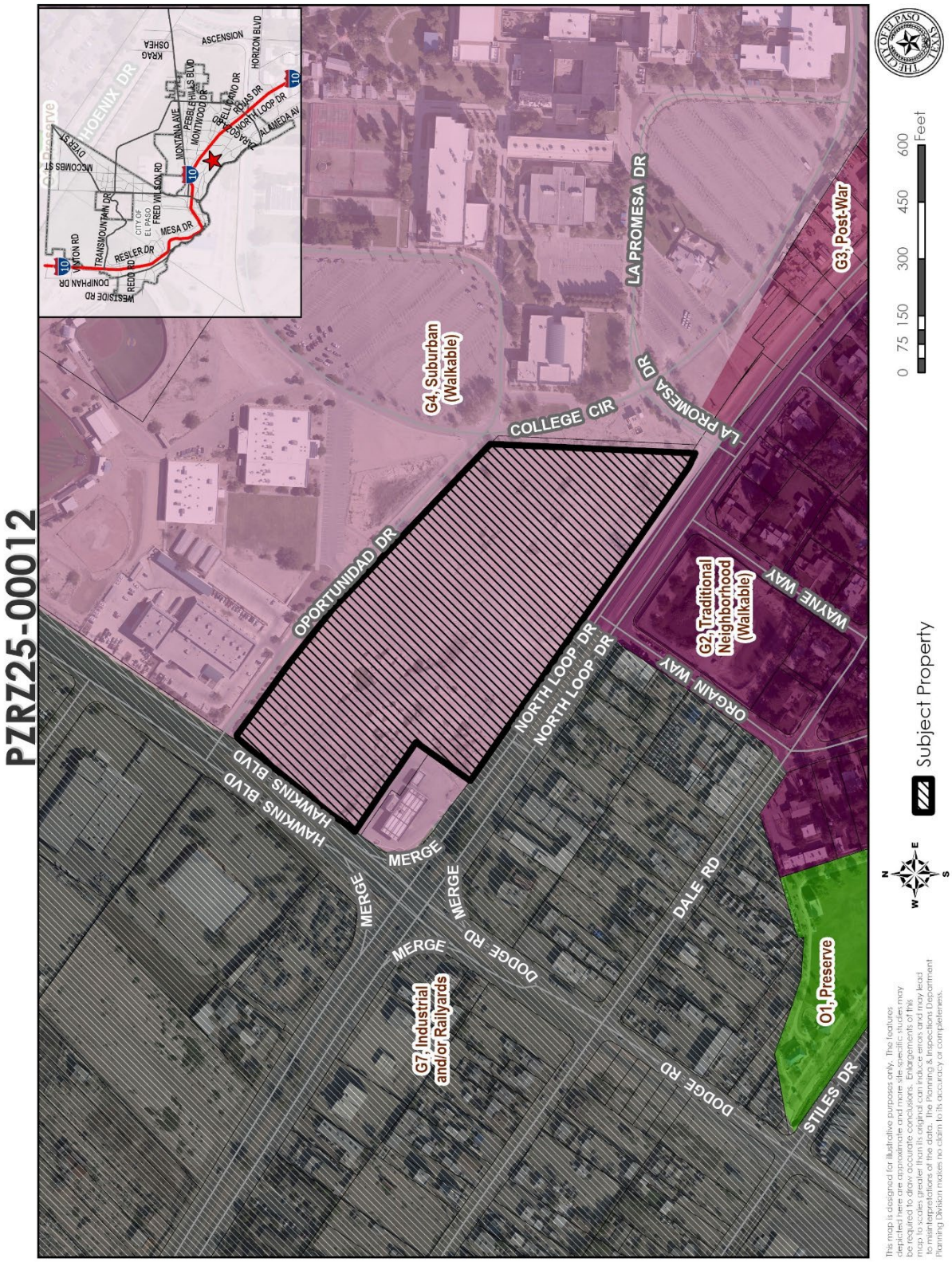
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

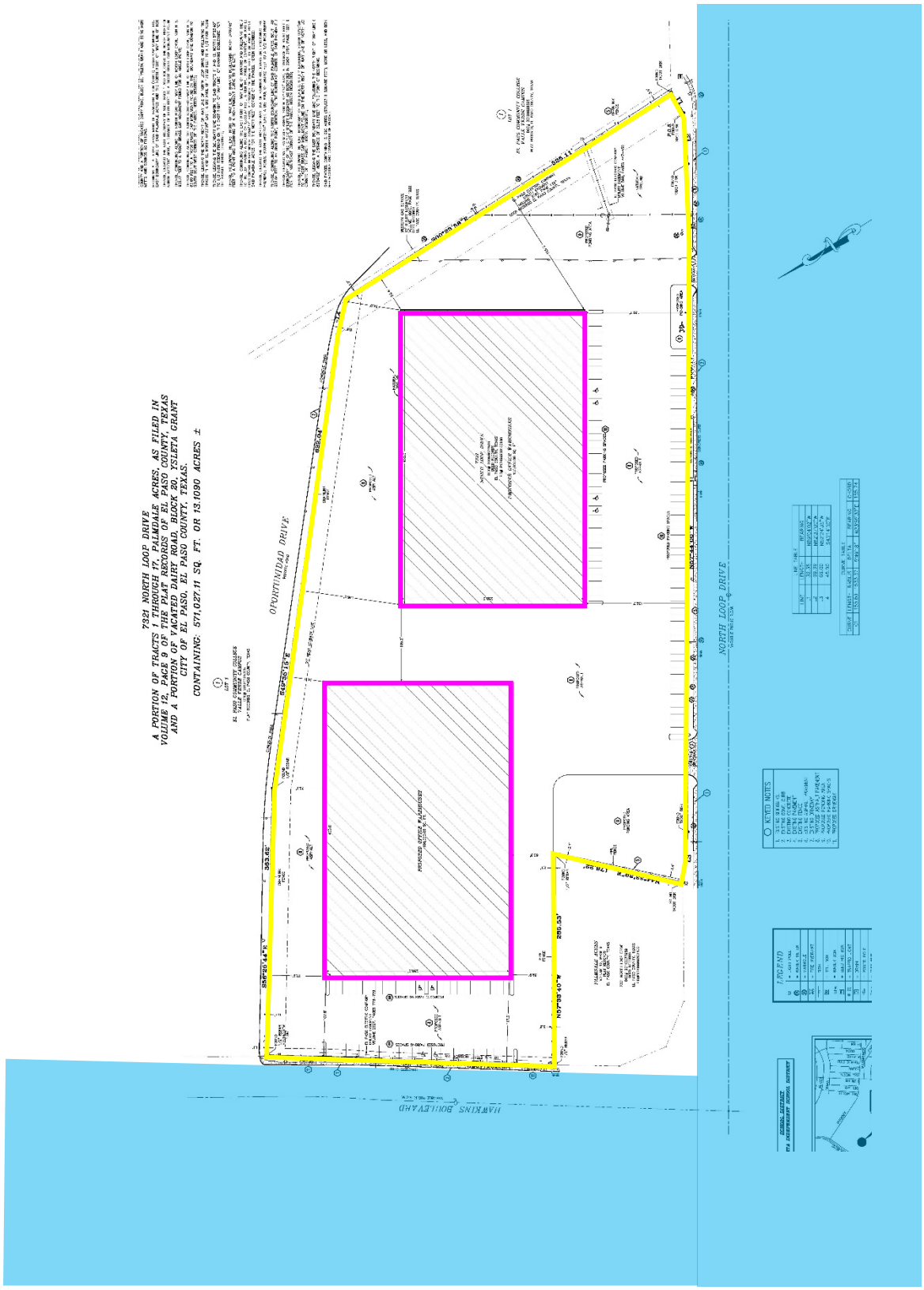
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4, Suburban (Walkable) Future Land Use designation. The conditions are as follows:

1. *That a ten-foot (10') landscaped buffer with large or medium native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along property lines adjacent to Ranch and Farm zone districts.*

2. *That a detailed site development plan shall be approved per City of El Paso Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the Detailed Site Development Plan review, an approved Traffic Impact Analysis (TIA) may be required by the Traffic Engineer.*

3. *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.*

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

Show proposed drainage flow patterns on site plan and identify the discharge location(s) for all storm-water runoff into on site ponding. Label pond if "Private Pond".

Provide drainage area plan for pond design capacity accounting for proposed area being developed. The proposed ponding area shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

The code encourages the use of nonstructural storm water management such as the preservation of greenspaces, rain water harvesting within landscape areas, and the Preservation of Natural Arroyos, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Note: Comments to be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Sun Metro
No comments received.

Streets and Maintenance Department
Traffic & Transportation Engineering

Streets and Maintenance Traffic engineering approves the request to impose a condition for a TIA to be required at the Detailed Site Development Plan stage.

Streets Lighting:
Street Lights Department does not object to this request.

North Loop Dr. (FM 76) is a Texas Department of Transportation (TXDoT) right-of-way (ROW).

Street Lights Department requires that all projects that involve a roadway are 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.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso City Code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

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.

Signs and Markings:
If encroaching on City of El Paso Right-Of-Way:

All construction plan set submittals and all work shall be in compliance with all applicable City of El Paso Municipal Code, Ordinances, Design Standards for Construction (DSC), Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS), and Texas Department of Licensing and regulation (TDLR), Street Design Manual (SDM), and all applicable state and federal rules and regulations. The city may refer to TXDOT specs and standards as may be required or not covered by DSC or SDM.

Please contact and coordinate with property/ROW-owning entities and all utility companies for any work done within/adjacent to respective ROW/systems infrastructure. North Loop Dr. is a TxDOT ROW.

Contractor is responsible in obtaining all applicable permits not limited to:

1. Building Permit
2. Electrical Permit
3. Paving Cut
4. Traffic Control

Traffic Control Plan (TCP) to include pedestrian detour path.

El Paso Water
EPWater-PSB does not object to this request.

Water
There is an existing 12-inch diameter water main that extends along the north side of North Loop Dr. This water main is available to provide service.

There is an existing 8-inch diameter water main that extends along the west side of Hawkins Blvd. This water main is available to provide service.

According to EPWater records, there is currently a 6-inch water service for this property with service address of 7321 North Loop Dr.

Previous water pressure reading from fire hydrant # 9078, last tested on 9/16/25, fronting 7321 North Loop Dr., yielded a static pressure of 98 psi, a residual pressure 95 psi and a discharge of 750 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 Lot 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 extending along the north side of North Loop drive approximately 18-feet south of and parallel to the north right of way line. This main is available to provide service.

There is an existing 12-inch diameter sanitary sewer main extending along the west side of Hawkins Blvd. This main is available for service.

General
North Loop Dr. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within North Loop Dr. right-of-way requires written permission from TxDOT.

Application for additional water and sanitary sewer services should be made 6 to 8 weeks prior to construction work. 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:
EP Water-SW reviewed the property described above and provided the following comments:

As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5. EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

The proposed ponding area shown shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as “Private”.

El Paso County 911 District
No comments received.

Texas Department of Transportation

Relocate driveways a minimum 305' away from the neighboring access points. The existing driveways will not be allowed to remain as existing, since they do not meet current access spacing minimum requirements as per the table attached on page 3. Please resubmit a revised layout for TXDOT approval.

Note: Comments to be addressed at the detailed site development plan and permitting stage.

El Paso County Water Improvement District #1

EPCWID has no comments or objections.

El Paso Electric

Please add a 15' wide utility easement along the property boundary from Hawkins Blvd. and N Loop Dr.

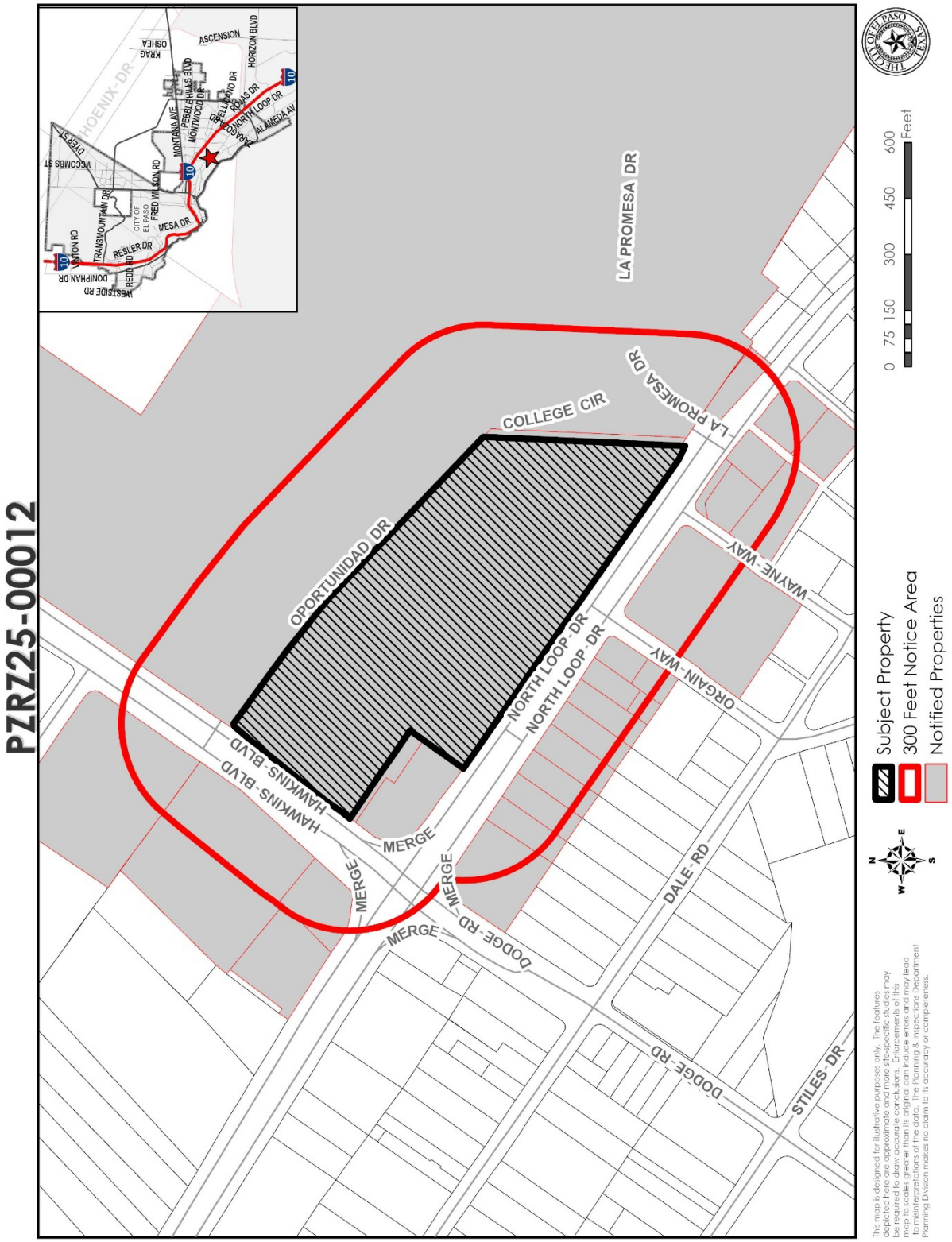
El Paso County 911 District

The 911 District has no comments or concerns regarding this rezoning.

Texas Gas Service

Texas Gas Service has an active service line at 7321 North Loop.

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: Farmers Select, LLC

Business Name:

Agenda Item Type: Rezoning

Relevant Department: Planning and Inspections

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: Guy N. Gulde, III Date: 4/1/25

ATTORNEY FOR FARMERS SELECT, LLC

File #: 26-0600, **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
Fire, Chief Jonathan Killings, (915) 212-5665
Fire, Assistant Chief Bryan Silva, (915) 212-5125

AGENDA LANGUAGE:

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

An Ordinance amending El Paso City Code Title 9 (Health and Safety), Chapter 9.52 (Fire Prevention Code) to include the following local amendments to the 2021 International Fire Code under 9.52.030.20 Section 104.8.2 Technical Assistance and 9.52.030.21 Section 108.2 Inspections, the penalty being as provided in Section 9.52.030.12 (Violations and Penalties) of the El Paso City Code.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Fire

AGENDA DATE: 5/12/26

PUBLIC HEARING DATE: 5/26/26

CONTACT PERSON NAME: Chief Jonathan Killings **PHONE NUMBER:** 915-212-5665

2nd CONTACT PERSON NAME: Bryan Silva **PHONE NUMBER:** 915-212-5125

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

An Ordinance amending El Paso City Code Title 9 (Health and Safety), Chapter 9.52 (Fire Prevention Code) to include the following local amendments to the 2021 International Fire Code under 9.52.030.20 section 104.8.2 Technical Assistance and 9.52.030.21 section 108.2 Inspections, the penalty being as provided in section 9.52.030.12 (Violations and Penalties) of the El Paso City Code.

ISSUE STATEMENT:

This ordinance amends El Paso's Fire Prevention Code to include local provisions related to technical assistance and inspections under the 2021 International Fire Code. It authorizes the Fire Code Official to require technical reports and to allow or use qualified third-party providers for fire plan review and inspection services. Violations are subject to existing penalties under the El Paso City Code.

BACKGROUND:

This ordinance amends Title 9 (Health and Safety), Chapter 9.52 (Fire Prevention Code) of the El Paso City Code to add local provisions to the 2021 International Fire Code. It authorizes the Fire Code Official to require or allow qualified third-party providers to perform fire plan reviews, technical analyses, and inspections, consistent with existing City regulations.The amendments are intended to align with Texas House Bill 14 (2023) and complement current City provisions that allow third-party services, improving efficiency and reducing permitting delays while maintaining safety standards.The changes will apply citywide upon adoption and establish how third-party services are used, with oversight and approval by the Fire Code Official to ensure compliance with City requirements.

COUNCIL OPTIONS:

Adopt the Ordinance
Deny the Ordinance

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

9.52- Fire Prevention Code

PRIOR COUNCIL ACTION:

Title 18

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:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Ordinance

FOR MORE INFORMATION:

Staff Contact Name Telephone Number E-Mail Address

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

SIGNATURE: _____

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

REVISED
12:36 pm, May 07, 2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING EL PASO CITY CODE TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.52 (FIRE PREVENTION CODE) TO INCLUDE THE FOLLOWING LOCAL AMENDMENTS TO THE 2021 INTERNATIONAL FIRE CODE UNDER 9.52.030.20 SECTION 104.8.2 TECHNICAL ASSISTANCE AND 9.52.030.21 SECTION 108.2 INSPECTIONS, THE PENALTY BEING AS PROVIDED IN SECTION 9.52.030.12 (VIOLATIONS AND PENALTIES) OF THE EL PASO CITY CODE.

WHEREAS, Chapter 9.52 (Fire Prevention Code) of the El Paso City Code adopted the 2021 edition of the International Fire Code which authorizes the fire code official to conduct inspections for the purpose of enforcing the code of the fire official; and,

WHEREAS, the International Fire Code under section 103.3 gives the fire code official the authority to appoint technical officers, inspectors and other employees with the concurrence of the appointing authority; and

WHEREAS, Texas House Bill 14 (2023) allows applicants to hire their own third-party agents to perform plan review and inspections if a city fails to issue an approval, conditional approval, or disapproval within fifteen days after the date required by the Texas Local Government Code; and

WHEREAS, the City Council adopted the option for qualified third-party service providers to conduct plan review and inspections to expedite service delivery for commercial or residential development within subsection 18.02.207.15 of the El Paso City Code; and,

WHEREAS, these local amendments to the 2021 International Fire Code will include provisions for third party service providers for fire plan review and inspection services; and,

WHEREAS, the City Council after a public hearing has determined this amendment is in the best interest of the public and will promote the public health, safety, and welfare of the City;

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

Section 1. That Title 9 (Health and Safety), Chapter 9.52 (Fire Prevention Code) add a local amendment to the 2021 International Fire Code under 9.52.030.20 Section 104.8.2 Technical Assistance as follows:

9.52.030.20 Section 104.8.2 Technical Assistance.

To determine the acceptability of technologies, processes, products, facilities materials and uses attending the design, operation or use of a building or premises subject to inspection by the fire code official, the fire code official is authorized to require the owner or owner's authorized agent to provide without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory, or fire safety specialty organization

acceptable to the fire code official and shall analyze the fire safety properties of the design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The fire code official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional. The fire code official is authorized to allow or require the owner, contractor or agent to employ third-party agents, without charge to the jurisdiction, to provide a fire plan review and inspection services in accordance with Subsection 18.02.107.15 (Third Party Service Providers) within Title 18 of the El Paso City Code.

Section 2. That Title 9 (Health and Safety), Chapter 9.52 (Fire Prevention Code) add a local amendment to the 2021 International Fire Code under 9.52.030.21 Section 108.2 Inspections as follows:

9.52.030.21 Section 108.2 Inspections.

The fire code official is authorized to conduct and require or allow a third-party service provider to conduct such inspections as are deemed necessary to determine the extent of compliance with the provisions of this code. The fire code official is authorized to approve reports of inspection by approved agencies, third party service providers or individuals. Reports of such inspections shall be prepared and submitted in writing for review and approval. Inspection reports shall be certified by a responsible officer of such approved agency, third party service provider or by the responsible individual. The fire code official is authorized to engage such expert opinion as deemed necessary to report on unusual, detailed, or complex technical issues subject to the approval of the governing body. Third party service providers must comply with Subsection 18.02.107.15 (Third Party Service Providers) within Title 18 of the El Paso City Code.

SECTION 3. Except as herein amended Title 9 (Health and Safety) the El Paso City Code shall remain in full force and effect.

ADOPTED this_____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

(Signatures continue on next page)

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:

Jonathan Killings, Fire Chief
El Paso Fire Department

File #: 26-0599, **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, Tony De La Cruz, (915) 212-1589
Fire, Robert Arvizu, (915) 212-5607
Fire, Bryan Silva, (915) 212-5125

AGENDA LANGUAGE:

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

An Ordinance amending El Paso City Code Title 18 (Building and Construction), Chapter 18.02 (Building and Construction Administrative Code), Section 18.02.107 (Inspections), Subsection 18.02.107.15 (Third Party Service Providers), to add provisions for third party fire plan review and inspection services. The penalty is as provided for in Section 18.02.115 and Section 9.52.030.17 of the El Paso City Code.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Fire Department/Planning and Inspections

AGENDA DATE: 5/12/26

PUBLIC HEARING DATE: 5/26/26

CONTACT PERSON NAME: Tony De La Cruz **PHONE NUMBER:** 915-212-1589

2nd CONTACT PERSON NAME: Robert Arvizu **PHONE NUMBER:** 915-212-5607

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

An Ordinance amending El Paso City Code Title 18 (Building and Construction), Chapter 18.02 (Building and Construction Administrative Code), Section 18.02.107 (Inspections), Subsection 18.02.107.15 (Third Party Service Providers), to add provisions for third party fire plan review and inspection services. The penalty is as provided for in Section 18.02.115 and Section 9.52.030.17 of the El Paso City Code.

ISSUE STATEMENT:

The proposed third party ordinance amendments includes provisions to allow for third party service providers to provide fire plan review and fire inspection services as part of the already established Third party Service Provider ordinance for commercial and residential plan review and inspection services.

BACKGROUND:

Third Party Plan review services were approved by the City of El Paso in May 2004 allowing third party companies to conduct plan review and inspections for residential and commercial projects. The purpose of these amendments is to allow qualified third party companies to conduct fire plan review and inspections services.

COUNCIL OPTIONS:

Approve the ordinance amendments (Staff recommendation)
Approve the ordinance with modifications
Deny the proposed ordinance amendments

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

Registered Third Party Organizations have been informed of the upcoming change to this ordinance.

RELATED CITY POLICIES:

Development Codes

PRIOR COUNCIL ACTION:

N/A

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:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

-Ordinance
-Redlines

FOR MORE INFORMATION:

Tony De La Cruz 915-212-1589 delacruzja@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING EL PASO CITY CODE TITLE 18 (BUILDING AND CONSTRUCTION), CHAPTER 18.02 (BUILDING AND CONSTRUCTION ADMINISTRATIVE CODE), SECTION 18.02.107 (INSPECTIONS), SUBSECTION 18.02.107.15 (THIRD PARTY SERVICE PROVIDERS), TO ADD PROVISIONS FOR THIRD PARTY FIRE PLAN REVIEW AND INSPECTION SERVICES. THE PENALTY IS AS PROVIDED FOR IN SECTION 18.02.115 AND SECTION 9.52.030.17 OF THE EL PASO CITY CODE.

WHEREAS, Title 18 (Building and Construction) of the El Paso City Code was adopted to provide for the administration and enforcement of the technical building codes adopted by the City; and,

WHEREAS, Texas House Bill 14 (2023) allows applicants to hire their own third-party agents to perform plan review and inspections if a city fails to issue an approval, conditional approval, or disapproval within fifteen days after the date required by the Texas Local Government Code; and

WHEREAS, the City Council adopted the option for qualified third-party service providers to conduct plan review and inspections to expedite service delivery for commercial or residential development; and,

WHEREAS, this amendment will include provisions for third party service providers for fire plan review and fire inspection services; and,

WHEREAS, the City has adopted the 2021 International Fire Code under Chapter 9.52 Fire Prevention Code; and

WHEREAS, in the event of any conflict regarding the authority for third-party inspections between Chapter 9.52 (Fire Prevention Code) and Subsection 18.02.107.15 (Third Party Service Providers), Subsection 18.02.107.15, Third Party Service Providers shall prevail; and

WHEREAS, the City Council after a public hearing has determined this amendment is in the best interest of the public and will promote the public health, safety, and welfare of the City.

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

SECTION 1. That El Paso City Code Title 18 (Building and Construction) , Chapter 18.02 (City (Building and Construction Administrative Code), Section 18.02.107 (Inspections), Subsection 18.02.107.15 (Third Party Service Providers), Sub-Subsection (Purpose and Authority) is hereby amended as follows:

18.02.107.15.1 Purpose and authority.

Third party service providers may conduct plan review and inspection services for the building industry to expedite service delivery for commercial or residential development, which may be provided by different entities or individuals and must be all inclusive as identified in Section 18.02.107.15.3. This section establishes the licensing procedure and requirements for qualification as a third party service provider. Any reference in this section to third party service providers shall apply equally to companies and individuals engaged in such services. This section does not apply to the hiring of such companies by the city to provide services relating to potential litigation or to provide services ancillary to compliance with local, state or federal laws. Such hiring shall be done in consultation with the city attorney and in accordance with the applicable requirements of local, state or federal law. In the event of conflict regarding authority for third party plan review and third party inspections, between Subsection 18.02.107.15 (Third Party Service Providers) and Chapter 9.52 (Fire Prevention Code), Subsection 18.02.107.15 shall prevail.

SECTION 2. That Title 18 (Building and Construction), Chapter 18.02 (Building and Construction Administrative Code), Section 18.02.107 (Inspections), Subsection 18.02.107.17 (Third Party Service Providers), Sub-Subsection 18.02.107.15.2 (Procedures for third party service providers) be deleted in its entirety and replaced as follows:

18.02.107.15.2 Procedures for third party service providers.

The City of El Paso operates under the currently adopted edition of the International Building and Fire Codes published by the International Code Council (ICC) to include all local amendments. Third party service providers shall be licensed by the city solely on the basis of their qualification and current certification of inspectors and plans examiners by the International Code Council. For all Fire Protection Systems, the third-party provider shall also meet all applicable National Fire Protection Association (NFPA) standards and required certifications. Licenses shall be required for residential and commercial services. Services provided by third parties shall include all types of plan review and inspections for residential or commercial projects as licensed by the city. City licenses shall be renewed on an annual basis. Special inspections shall be provided in accordance and compliance with the currently adopted edition of the International Building or Fire Code.

SECTION 3. That Title 18 (Building and Construction), Chapter 18.02 (Building and Construction Administrative Code), Section 18.02.107 (Inspections), Subsection 18.02.107.17 (Third Party Service Providers), Sub-Subsection 18.02.107.15.3 (Qualification Requirements) be amended to add the following:

18.02.107.15.3 Qualification requirements.

e. Fire plan review
    1) Fire Plans Examiner
    2) NFPA Certified Fire Plans Examiner.

3) NFPA Certified Water-Based Systems Professional

4) NFPA Certified Fire Alarm ITM Specialist for Facility Managers

5) Fire Plans Examiner Certification by the Texas Commission of Fire Protection

f. Fire inspections

1) Fire Inspector I and II.

2) NFPA Certified Fire Inspector I and II.

3) NFPA Certified Water-Based Fire Protection System Inspection, Testing, and Maintenance.

4) Basic Texas Fire Inspector Certification by the Texas Commission on Fire Protection

SECTION 4. That Title 18 (Building and Construction), Chapter 18.02 (Building and Construction Administrative Code), Section 18.02.107 (Inspections), Subsection 18.02.107.17 (Third Party Service Providers), Sub-Subsection 18.02.107.15.4 (Scope of services) be deleted in its entirety and replaced as follows:

18.02.107.15.4 Scope of services.

Licensed third party service providers shall be required to provide complete site plan review, plan review, and inspection services for residential and commercial projects as determined by the city. These services must include zoning, grading, and site development review, plan review and inspection of private sector projects for which the building official determines that third party services would be appropriate.

Any agreements entered into between an approved third party service provider and the private sector are private contracts to which the City of El Paso is not a party.

Contractors desiring to use third party service providers for plan review/inspection services shall pay, at the time of permit issuance, the city established fees as set forth in Schedule C, as well as any plumbing inspection fees applicable.

Contractors desiring or required by the fire code official to use third party service providers for fire plan review and fire inspection services must utilize both services and cannot use one service independently.

Licenses will be renewed every three years using the same criteria identified in Section 18.02.107.15 and available information from previous audits.

SECTION 5. That Title 18 (Building and Construction), Chapter 18.02 (Building and Construction Administrative Code), Section 18.02.107 (Inspections), Subsection 18.02.107.17 (Third Party Service Providers), Sub-Subsection 18.02.107.15.5 (Third party service provider audits) be deleted in its entirety and replaced as follows:

18.02.107.15.5 Third party service provider audits.

Third party service providers shall be subject to the same quality review as City of El Paso employees performing the same service. An audit of a third party service provider's annual services including inspections and plan reviews may be conducted by the city to assure that inspections of residential, commercial developments, and fire protection systems were adequately and accurately performed. Third party service providers will be notified in writing of all audit findings with deficiencies.

SECTION 6. That Title 18 (Building and Construction), Chapter 18.02 (Building and Construction Administrative Code), Section 18.02.107 (Inspections), Subsection 18.02.107.17 (Third Party Service Providers), Sub-Subsection 18.02.107.15.6 (Third party service provider audit process) be deleted in its entirety and replaced as follows:

18.02.107.15.6 Third party service provider audit process.

The city is authorized to conduct periodic unannounced audits of all services provided under this section. Site as well as plan review and inspection services may be audited. The following shall apply to all third party service providers:

1. Following written notice by the building or fire code official of an audit resulting in one or more deficiencies (failure to comply with code requirements), and for each written notice of deficient audit thereafter, the third party service provider shall:

    a. Inform the respective builder/contractor of the specific code infraction(s) and the corrections required.
    b. Following correction of the deficiencies, the city shall conduct a follow up plan review and/or inspection to assure compliance. The established fee for plan review and/or re-inspection shall be paid.
    c. The city shall not be responsible for the cost of any corrections required and/or project delays.

2. Two audits with one or more deficiencies within any one-hundred-eighty-day period shall also result in:

    a. A conference with the building or fire code official and the third party service provider in an effort to improve the performance of the third party service provider.
    b. Prior to performing any further third party services, the third party service provider shall be required to show evidence of process improvements, internal correction procedures, methods, and/or training, and/or staff reassignments as appropriate to prevent recurrence of infraction.

3. Three audits with one or more deficiencies within any one-hundred-eighty-day period shall also result in:

    a. Third party service provider being placed on probation for a period of one hundred eighty days.
    b. Third party service providers that have been placed on probation more than once in any five-year period shall have their license for third party services terminated and be deemed non-qualified for a two-year period, in reference to subsequent request for qualification solicitations or license renewal or reinstatement.

4. Further audits with one or more deficiencies during the probationary period shall result in:

    a. Suspension of third party service provider for a period of one hundred eighty days.

5. A third party service provider suspended pursuant to this section may appeal the building or fire code official's decision to the Appeals Officer, pursuant to Chapter 2.30 of the City Code.

SECTION 7. Except as herein amended Title 18 (Building and Construction) of the El Paso City Code shall remain in full force and effect.

ADOPTED this_____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

18.02.107.15 Third party service providers.

18.02.107.15.1 Purpose and authority.

Third party service providers may conduct plan review and inspection services for the building industry to expedite service delivery for commercial or residential development, which may be provided by different entities or individuals and must be all inclusive as identified in Section 18.02.107.15.3. This section establishes the licensing procedure and requirements for qualification as a third party service provider. Any reference in this section to third party service providers shall apply equally to companies and individuals engaged in such services. This section does not apply to the hiring of such companies by the city to provide services relating to potential litigation or to provide services ancillary to compliance with local, state or federal laws. Such hiring shall be done in consultation with the city attorney and in accordance with the applicable requirements of local, state or federal law. In the event of conflict regarding authority for third party plan review and third party inspections, between Subsection 18.02.107.15 (Third Party Service Providers) and Chapter 9.52 (Fire Prevention Code), Subsection 18.02.107.15 shall prevail.

(Ord. No. 019528, § 1, 8-1-2023)

18.02.107.15.2 Procedures for third party service providers.

The City of El Paso operates under the currently adopted edition of the International Building and Fire Codes published by the International Code Council (ICC) to include all local amendments. ~~.~~ Third party service providers shall be licensed by the city solely on the basis of their qualification and current certification of inspectors and plans examiners by the International Code Council. For all Fire Protection Systems, the third-party provider shall also meet all applicable National Fire Protection Association (NFPA) standards and required certifications. Licenses shall be required for residential and commercial services. Services provided by third parties shall include all types of plan review and inspections for residential or commercial projects as licensed by the city. City licenses shall be renewed on an annual basis. Special inspections shall be provided in accordance and compliance with the currently adopted edition of the International Building or Fire Code.

(Ord. No. 019528, 019521 § 1, 8-1-2023)

18.02.107.15.3 Qualification requirements.

The determination of a potential third party service provider's qualifications shall be based on the criteria set forth below. Third party service providers may also present other information which objectively demonstrates that the potential third party service provider has the capacity to perform plan review and inspections (except special inspections) as required under the provisions of this Code. Third party service providers must submit the following:

1. Third party service provider's history identifying previous experience in conducting residential or commercial plan review and inspection services.
2. Proof of International Code Council certification for each individual who will be performing plan review and/or inspections services as specified below:
    a. Residential plan review.
        1) Residential plans examiner; and
        2) Residential energy inspector/plans examiner; and
        3) Accessibility inspector/plans examiner or TAS certification; and

b. Residential inspection.

1) Residential combination inspector; or individual.

2) Building/residential inspector.

3) Plumbing inspector.

4) Electrical inspector.

5) Mechanical inspector.

6) Current State of Texas plumbing inspector license.

c. Commercial plan review.

1) Building plans examiner.

2) Electrical plans examiner.

3) Mechanical plans examiner.

4) Plumbing plans examiner.

5) Commercial energy plans examiner or commercial energy inspector/plans examiner with ASHRAE 90.

6) Accessibility inspector/plans examiner or Texas registered accessibility specialist (TAS).

d. Commercial inspections.

1) Commercial building inspector.

2) Commercial electrical inspector.

3) Commercial mechanical inspector.

4) Commercial plumbing inspector.

5) Fuel gas inspector.

6) Med gas endorsement.

7) Commercial energy inspector or commercial energy inspector/plans examiner with ASHRAE 90.

8) Accessibility inspector/plans examiner or Texas registered accessibility specialist.

9) Current State of Texas plumbing inspector license.

e. Fire plan review

1) Fire Plans Examiner

2) NFPA Certified Fire Plans Examiner.

3) NFPA Certified Water-Based Systems Professional

4) NFPA Certified Fire Alarm ITM Specialist for Facility Managers

5) Fire Plans Examiner Certification by the Texas Commission on Fire Protection

f. Fire inspections

1) Fire Inspector I and II

2) NFPA Certified Fire Inspector I and II

3) NFPA Certified Water-Based Fire Protection System Inspection, Testing, and Maintenance

4) Basic Texas Fire Inspector Certification by the Texas Commission on Fire Protection

3. Staff resumes including the identification, education, certification, and continuing education completed for each staff member who will be performing third party services.
4. Evidence of commercial liability, property damage liability, vehicle liability and errors and omissions insurance coverage with minimum combined bodily injury (including death), property damage, vehicle, and errors and omissions, limits of not less than one million dollars for each occurrence, and two million dollars annual aggregate. In addition, third party service providers must provide evidence of a bond as required by Section 18.02.04.7 of the El Paso City Code.
5. Any other information in support of the third party service provider's application.
6. Third party plumbing inspection services shall comply with Texas Occupations Code Tit. 18, Ch. 1301, and the Texas State Board of Plumbing Examiners Rules, as applicable and as may be amended. Pursuant to State Plumbing Code Section 1301.255(e), plumbing inspections must be paid directly by the city.

(Ord. No. 019528, § 1, 8-1-2023)

18.02.107.15.4 Scope of services.

Licensed third party service providers shall be required to provide complete site plan review, plan review, and inspection services for residential and commercial projects as determined by the city. These services must include zoning, grading, and site development review, plan review and inspection of private sector projects for which the building official determines that third party services would be appropriate.

Any agreements entered into between an approved third party service provider and the private sector are private contracts to which the City of El Paso is not a party.

Contractors desiring to use third party service providers for plan review/inspection services shall pay, at the time of permit issuance, the city established fees as set forth in Schedule C, as well as any plumbing inspection fees applicable.

Contractors desiring or required by the fire code official to use third party service providers for fire plan review and fire inspections services must utilize both services and cannot use on service independently.

Licenses will be renewed every three years using the same criteria identified in Section 18.02.107.15 and available information from previous audits.

(Ord. No. 019528, § 1, 8-1-2023)

18.02.107.15.5 Third party service provider audits.

Third party service providers shall be subject to the same quality review as City of El Paso employees performing the same service. An audit of a third party service provider's annual services including inspections and plan reviews may be conducted by the city to assure that inspections of ~~residential and commercial~~residential, commercial developments, and fire protection systems were adequately and accurately performed. Third party service providers will be notified in writing of all audit findings with deficiencies.

(Ord. No. 019528, § 1, 8-1-2023)

18.02.107.15.6 Third party service provider audit process.

The city is authorized to conduct periodic unannounced audits of all services provided under this section. Site as well as plan review and inspection services may be audited. The following shall apply to all third party service providers:

1. Following written notice by the building or fire code official of an audit resulting in one or more deficiencies (failure to comply with code requirements), and for each written notice of deficient audit thereafter, the third party service provider shall:
    a. Inform the respective builder/contractor of the specific code infraction(s) and the corrections required.
    b. Following correction of the deficiencies, the city shall conduct a follow up plan review and/or inspection to assure compliance. The established fee for plan review and/or re-inspection shall be paid.
    c. The city shall not be responsible for the cost of any corrections required and/or project delays.
2. Two audits with one or more deficiencies within any one-hundred-eighty-day period shall also result in:
    a. A conference with the building or fire code official and the third party service provider in an effort to improve the performance of the third party service provider.
    b. Prior to performing any further third party services, the third party service provider shall be required to show evidence of process improvements, internal correction procedures, methods, and/or training, and/or staff reassignments as appropriate to prevent recurrence of infraction.
3. Three audits with one or more deficiencies within any one-hundred-eighty-day period shall also result in:
    a. Third party service provider being placed on probation for a period of one hundred eighty days.
    b. Third party service providers that have been placed on probation more than once in any five-year period shall have their license for third party services terminated and be deemed non-qualified for a two-year period, in reference to subsequent request for qualification solicitations or license renewal or reinstatement.
4. Further audits with one or more deficiencies during the probationary period shall result in:
    a. Suspension of third party service provider for a period of one hundred eighty days.
5. A third party service provider suspended pursuant to this section may appeal the building or fire code official's decision to the construction board of appeals, pursuant to Chapter 2.30 ~~and Chapter 18.380~~ of the City Code.

(Ord. No. 019528, § 1, 8-1-2023)

18.02.107.15.7 Third party service provider license fees.

Applicants shall pay at the time of application or renewal a fee as set forth in Schedule C as adopted by the El Paso City Council.

(Ord. No. 019528, § 1, 8-1-2023)

File #: 26-0441, **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 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Luis F. Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the property described as a portion of Tract 11, The Duran and Rivas Resubdivision, 7912 North Loop Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, imposing a condition, and approving a Detailed Site Development Plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a restaurant use as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 7912 North Loop Dr.
Applicant: Javier Llamas
Case Number: PZRZ25-00024

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 4/28/26

PUBLIC HEARING DATE: 5/26/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Luis F. Zamora **PHONE NUMBER:** (915) 212-1552

DISTRICT(S) AFFECTED: 7

AGENDA ITEM:

An Ordinance changing the zoning of the property described as a portion of Tract 11, The Duran and Rivas Resubdivision, 7912 North Loop Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, imposing a condition, and approving a Detailed Site Development Plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a restaurant use as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 7912 North Loop Dr.
Applicant: Javier Llamas
Case Number: PZRZ25-00024

ISSUE STATEMENT:

The applicant proposes to rezone the subject property at 7912 North Loop Drive from R-3 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan to allow for a proposed restaurant use. City Plan Commission recommended approval of the request on a 5-1 vote. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan.

BACKGROUND:

The applicant proposes to rezone the subject property at 7912 North Loop Drive from R-3 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan, as required per the proposed zoning district, to allow for the existing home to be converted into a proposed restaurant. 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. Staff and City Plan Commission recommend conditions to safeguard the property and surrounding development from negative impacts to residents. Conditions include a landscape buffer along the adjacent roads, restricting automotive uses, and restricting the use of outdoor amplified sound on the property.

As of March 30, 2026, the Planning Division has received a petition with twelve (12) signatures in support to the rezoning request, and a petition with twenty-one (21) signatures in opposition, as well as one (1) email in opposition to the request citing negative impact to property values and increased traffic and parking in the area. During the City Plan Commission hearing, the president of the Rosedale Farms Neighborhood Association expressed support of the request, as well as the owner's spouse. Three (3) residents expressed their opposition as well during the meeting. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve
Approve with Conditions (Staff and CPC recommendation)
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 5-1 to approve the proposed rezoning and detailed site development plan on January 29, 2026.

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

Applicant notified appropriate neighborhood associations 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.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

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:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

-Ordinance
-Staff Report
-Detailed Site Development Plan
-Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE PROPERTY DESCRIBED AS A PORTION OF TRACT 11, THE DURAN AND RIVAS RESUBDIVISION, 7912 NORTH LOOP DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO S-D (SPECIAL DEVELOPMENT), PURSUANT TO SECTION 20.04.360, IMPOSING A CONDITION, AND APPROVING A DETAILED SITE DEVELOPMENT PLAN PURSUANT TO SECTION 20.04.150 AND 20.10.360 OF THE EL PASO CITY CODE TO ALLOW FOR A RESTAURANT USE AS PERMITTED IN THE S-D (SPECIAL DEVELOPMENT) ZONE DISTRICT. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, JAVIER LLAMAS, (Owner) has applied for a rezoning of property from **R-3 (Residential)** to **S-D (Special Development)** per Section 20.04.360 of the El Paso City Code; and,

WHEREAS, Owner has also applied for approval of a detailed site development plan pursuant to Sections 20.04.150 and 20.10.360 of the El Paso City Code for a restaurant use, which requires approval from both City Plan Commission and City Council; and,

WHEREAS, a public hearing was held for the rezoning and detailed site plan requests at a City Plan Commission meeting; and,

WHEREAS, City Plan Commission has recommended approval of the subject rezoning and detailed site development plan; and,

WHEREAS, the rezoning and detailed site development plan has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of the El Paso City Code.

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

1. Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *a portion of Tract 11, The Duran and Rivas Resubdivision, 7912 North Loop Drive, 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-3 (Residential)** to **S-D/C (Special Development),** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

2. That the property described above be subject to the following condition which is necessitated by and attributable to the increased density generated by the change of zoning in order to protect the health, safety, and welfare of the adjacent property owners and the residents of this City:

1. That a five-foot (5') landscaped buffer with high-profile native or naturalized trees of al leaset two-inch (2") caliper and ten feet (10') in heigh shall be placed at thirty feet (30') on center along North Loop Drive and Duran Road. Such buffer shall also include provision of thirty (30) shrubs. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed pior ro the issuance of any certificates of occupancy or certificates of competion. No landscaping buffer shall be requireed or existing or proposed paved areas for vehicular or pedestrian access.

2. The following uses are restricted: Automotive service station, motor vehicle repair minor, commercial fueling station, convenienece store with gas pumps.

3. No outdoor aplified sound shall be permitted.

4. Pursuant to the requirements of the El Paso City Code, the City Council hereby approves the detailed site development plan submitted by the Owner, to allow a restaurant use as permitted under the **S-D (Special Development)** district regulations of 20.04.150 and 20.10.360.

5. A copy of the approved detailed site development plan, signed by the Owner, the City Manager, and the Secretary of the City Plan Commission, is attached hereto, as Exhibit "B" and incorporated herein by reference for all purposes.

6. 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 **S-D (Special Development)** District regulations.

7. 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 **S-D (Special Development)** 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.

8. The approval of this detailed site development plan shall automatically be void if construction on the property is not started in accordance with the attached plan Exhibit "B" within four (4) years from the date hereof.

9. The penalties for violating the standards imposed through this ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

By execution hereof, JAVIER LLAMAS ("Owner"), referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **S-D (Special Development)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 16 day of Abril, 2026.

OWNER: JAVIER LLAMAS

By: _____

Owner.

(Print name & Title)

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
CO UNTY OF EL PASO)

This instrument is acknowledged before me on this 16 day of April, 2026, by Javier llamas., in his legal capacity on behalf of Owner.

_____
Notary Public, State of Texas

My Commission Expires:

10/21/2029

MIRIAM PRIETO
Notary Public, State of Texas
Comm. Expires 10-21-2029
Notary ID 135537132

EXHIBIT "A"

A portion of Tract 11,
The Duran and Rivas Resubdivision,
City of El Paso, El Paso County, Texas

September 24, 2025

METES AND BOUNDS DESCRIPTION

7912 North Loop Drive
Exhibit "A"

FIELD NOTE DESCRIPTION of a portion of Tract 11, The Duran and Rivas Resubdivision, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a point located the common boundary corner of Tracts 10 and 11, same being the westerly right-of-way line of Duran Road (50' R.O.W.); **THENCE,** leaving said common boundary corner and along the westerly right-of-way line of Duran Road, North 34°00'00" East, a distance of 52.43 feet to a set chiseled "V" for corner at the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said westerly right-of-way line of Duran Road, North 56°00'00" West, a distance of 74.34 feet to a set iron rod for corner at the common boundary line of Tracts 11 and 12;

THENCE, along the common boundary line of Tracts 11 and 12, North 34°00'00" East, a distance of 80.00 feet to a found iron rod for corner at the southerly right-of-way line of North Loop Drive;

THENCE, leaving said common boundary line of Tracts 11 and 12 and along the southerly right-of-way line of North Loop Drive, South 55°49'13" East, a distance of 44.34 feet to a found TXDOT Disk for corner;

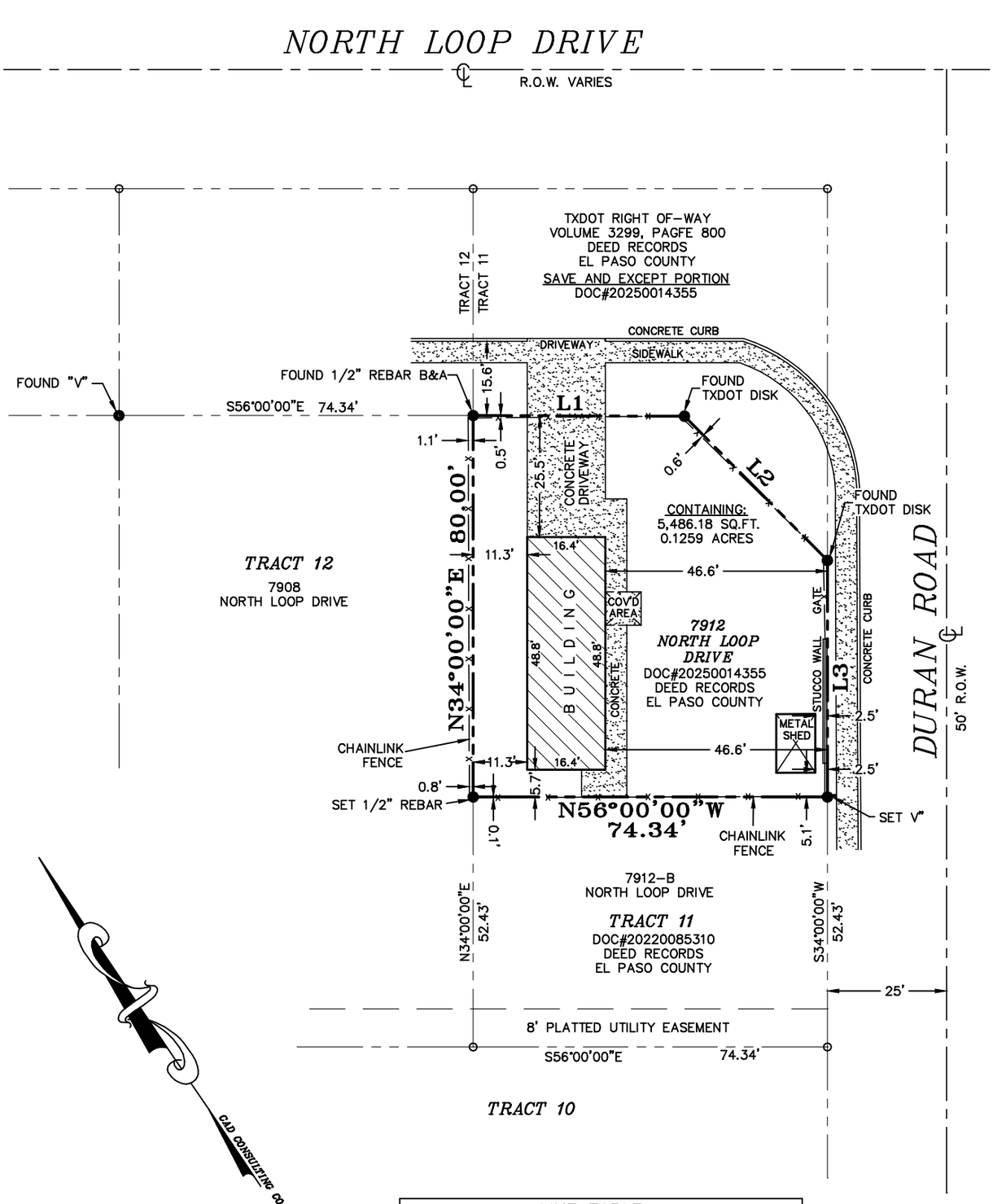
THENCE, leaving said southerly right-of-way line of North Loop Drive, South 10°45'43" East, a distance of 42.60 feet to a found TXDOT Disk for corner at the westerly right-of-way line of Duran Road;

THENCE, along the westerly right-of-way line of Duran Road, South 34°00'00" West, a distance of 49.61 feet to the **POINT OF BEGINNING** of the herein described tract and containing 5,486.18 square feet or 0.1259 Acres of land more or less.

Carlos M. Jimenez
Registered Professional Land Surveyor
Texas No. 3950



CAD CONSULTING COMPANY.
1790 Lee Trevino Suite # 309
El Paso, Texas 79936



LINE TABLE		
LINE	LENGTH	BEARING
L1	44.34	S55°49'13"E
L2	42.60	S10°45'43"E
L3	49.61	S34°00'00"W

NOTE:
THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

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CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.

STATE OF TEXAS
CARLOS M. JIMENEZ
3950
REGISTERED PROFESSIONAL LAND SURVEYOR

CARLOS M. JIMENEZ
R.P.L.S. No. 3950

JOB # 25-0732 DATE: 08/09/25 FIELD: JM OFFICE: ML FILE: NET:\ML\2025\25-0732

LOCATED IN ZONE X PANEL # 4802140044C DATED 02/16/2006

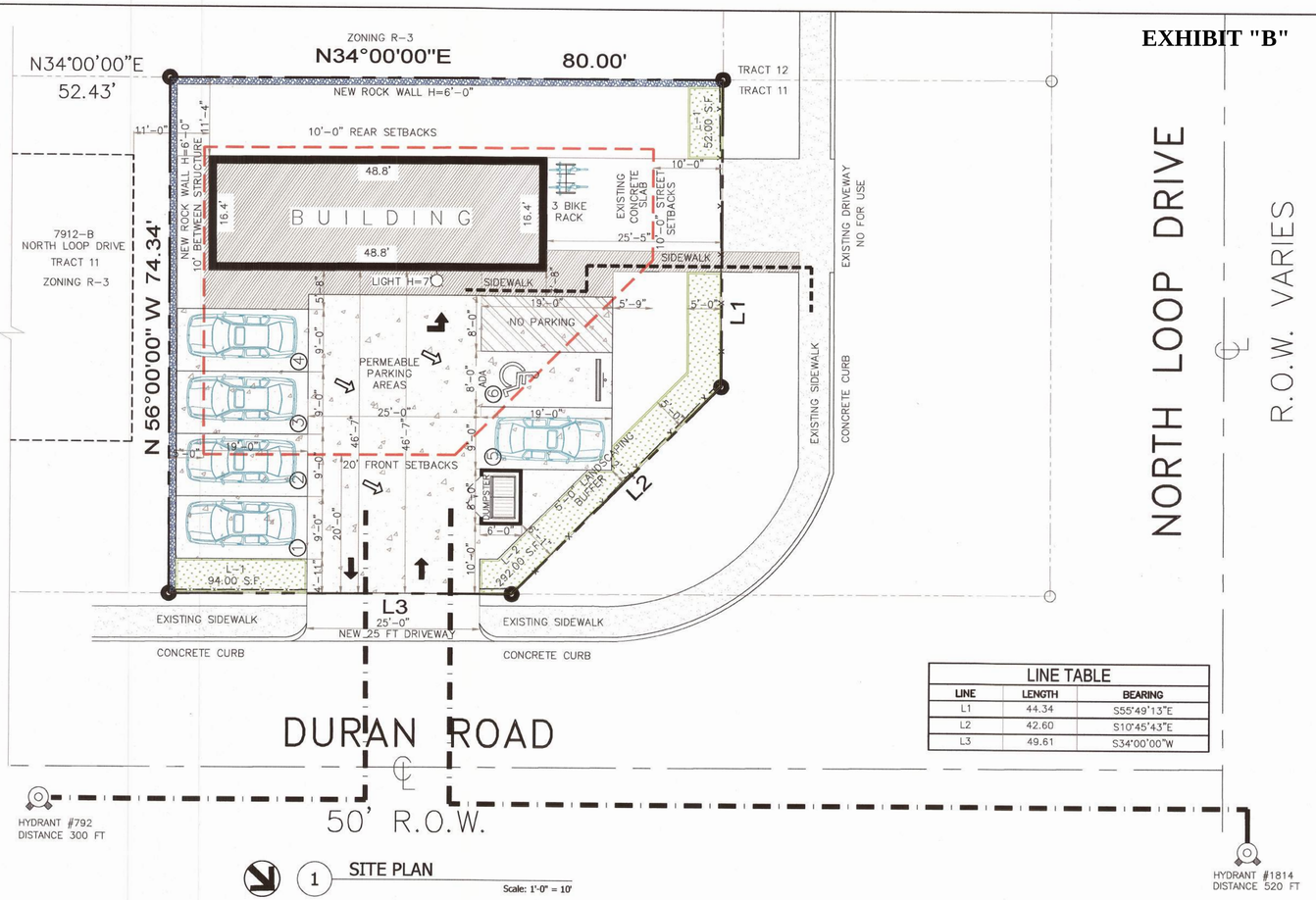
RECORDED IN VOLUME 9, PAGE 28B , PLAT RECORDS, EL PASO COUNTY, TEXAS.

7912 NORTH LOOP DRIVE (SEE EXHIBITS A & B)
TRACT 11, SAVE AND EXCEPT TWO PORTIONS THEREOF,
THE DURAN AND RIVAS RESUBDIVISION
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
(915) 633-6422

FIRM# 10099300

EXHIBIT "B"



LINE TABLE		
LINE	LENGTH	BEARING
L1	44.34	S55°49'13"E
L2	42.60	S10°45'43"E
L3	49.61	S34°00'00"W

1 SITE PLAN
Scale: 1'-0" = 10'

PROJECT DATA

LEGAL ADDRESS
7912 NORTH LOOP
EL PASO, TEXAS 79915

LEGAL DESCRIPTION
DURAN PT OF 11 BEG 77.96 FT S OF NEC (41.04' ON ST-74.34' ON S-72.54' ON W-IRREG ON N) (4849.09 SQ FT)

LAND AREA
TOTAL AREA = 4,849.09 S.F.
ACRES AREA = 0.11

ZONING
FUTURE USE = RESTAURANT
PROPERTY'S ZONING: SD

BUILDING AREA: TOTAL = 804.32 S.F.

SPACE	AREA S.F.
RESTAURANT	804.32 S.F.
COVER PORCH	39.80 S.F.

ZONING

SET BACKS	S-D
FRONT YARD	20'-0"
REAR YARD	10'-0"
CUM. FRONT & REAR YARD	N/A
SIDE YARD	10'-0" between structures
SIDE STREET	10'-0"
MAXIMUM HEIGHT	45'-0"
NOTE: MAIN ENTRANCE BY DURAN ROAD	

LANDSCAPING CALCULATION
18.46.060-B
B. EXEMPTIONS. THE FOLLOWING PROJECTS ARE EXEMPT FROM THE REQUIREMENTS OF THIS CHAPTER:1.BUILDING RESTORATION PROJECTS FOR HISTORIC STRUCTURES AS DEFINED UNDER TITLE 20 (ZONING).2.PROJECTS ON LAND OWNED BY THE FEDERAL OR STATE OF TEXAS GOVERNMENTS.3.ANY EXISTING DEVELOPMENT, WHICH CHANGES ITS USE FROM AN APPROVED USE TO ANY OTHER, APPROVED USE WITHIN THE SAME ZONING CATEGORY.

LOT AREA= 4,849.09 S.F.
BUILDING AREA= 804.32 S.F.
4,849.09 - 804.32= 4,044.77 S.F.
4,044.77 S.F. * 15%= 606.71 S.F.

LANDSCAPING REQUIRED (15%)=606.71 S.F.
LANDSCAPING PROVIDED = 438.00 S.F.

PARKING CALCULATION
MIN.=1/144 SF GFA RESTAURANT SIT-DOWN
MAX.=1/100 SF GFA RESTAURANT SIT-DOWN

MIN.=1/144 (804.39)
MIN.=5.58= 6 MIN. PARKING SPACES
6 MIN. PARKING SPACES

MAX.=1/100 (804.39)
MAX.= 8.04 = 8 MAX. PARKING SPACES
8 MAX. PARKING SPACES

MIN. PARKING REQUIRED = 6 PARKING SPACES
PROVIDED = 05 REGULAR PARKING SPACES 01 H.C. PARKING SPACE
TOTAL PROVIDED = 6 PARKING SPACES

BICYCLE PARKING
3 MIN. SPACES PROVIDED

20.14.050 - PARKING REQUIREMENTS AND STANDARDS.
B.METHOD OF COMPUTATION. CALCULATIONS TO COMPUTE THE MAXIMUM NUMBER OF REQUIRED PARKING SPACES SHALL BE BASED UPON THE FOLLOWING FORMULAE:
6.WHERE THE PARKING CALCULATION IS DETERMINED BY THE GROSS FLOOR AREA (GFA) OF THE BUILDING OR FACILITY, THE GFA SHALL BE MEASURED TO THE EXTERIOR OF THE WALLS FOR EVERY OCCUPIED FLOOR. GFA OF A BUILDING OR FACILITY SHALL NOT INCLUDE AREAS USED SOLELY FOR OFF-STREET PARKING OF MOTOR VEHICLES OR BICYCLES AND ASSOCIATED DRIVEWAYS, AND SHALL NOT INCLUDE AREAS RESERVED FOR OFF-STREET LOADING BERTHS.

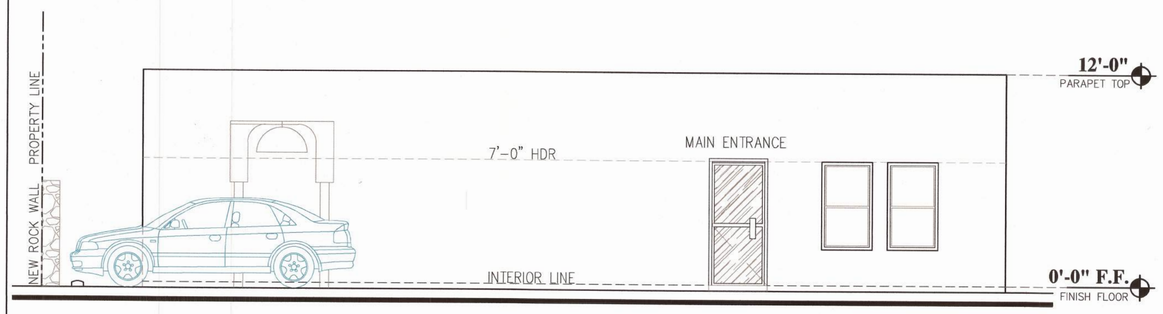
DUMPSTER
8 YARD DUMPSTER
6' L X 5' W X 7' H

FIRE PROTECTION
NO PROTECTION WITH SPRINKLER
NOT REQUIRED AUTOMATIC
SPRINKLER SYSTEM

FIRE HYDRANT / ACCESSIBLE ROUTE PLAN
EXISTING FIRE HYDRANT
LOCATED DURAN PL
HYDRANT #792 DISTANCE 300 FT

EXISTING FIRE HYDRANT
LOCATED LAFAYETTE & NORTH LOOP
HYDRANT #1814 DISTANCE 520 FT

LEGEND
- ARROWS INDICATE BLDG. ENTRANCE
- ARROWS INDICATE STORM WATER DRAINAGE FLOW
- CONCRETE SLAB (SIDEWALK)
- LANDSCAPING
- NEW PERMEABLE CONCRETE SLAB
- ACCESSIBLE ROUTE
- EXISTING PRIVATE FIRE HYDRANT
- PRIVATE FIRE HYDRANT
- NEW ENTRANCE LIGHT
- EXISTING CONCRETE SLAB

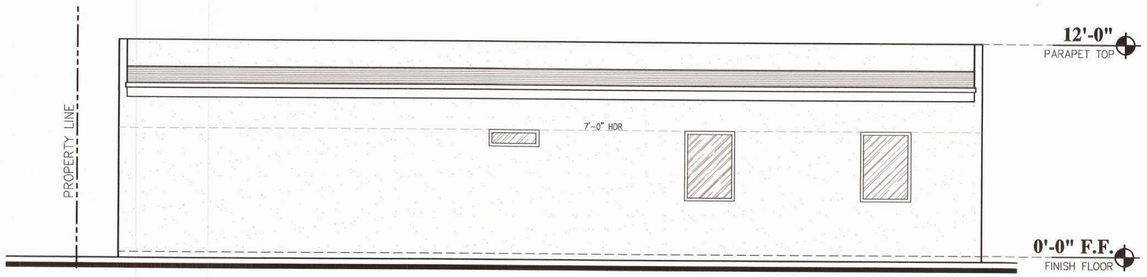


2 FRONT ELEVATION
Scale: 1/4"=1'-0"

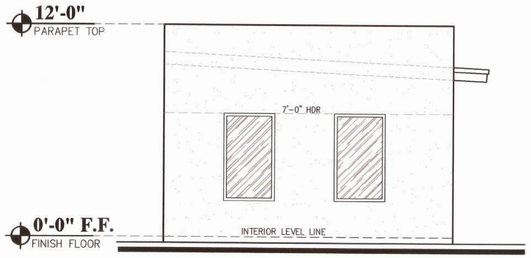
PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
03-30-2026.
DATE
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER



4 LEFT SIDE ELEVATION
Scale: 1/4"=1'-0"



3 REAR ELEVATION
Scale: 1/4"=1'-0"



5 RIGHT SIDE ELEVATION
Scale: 1/4"=1'-0"

COMPLETE DESIGN & DRAFTING Inc.
810 TEXAS AVENUE
EL PASO, TEXAS 79901
PH. 915-777-3056
PH. 915 701-7643
carlos.cdd@yahoo.com
www.designanddrafting.com

REGISTERED ARCHITECT MICHAEL DUKE WALKER 15230 STATE OF TEXAS
03/31/26

DETAIL SITE DEVELOPMENT PLAN
JAVIER LLAMAS
ADDRESS : 7912 NORTH LOOP DR
EL PASO, TEXAS 79915

PROJECT
7912 NORTH LOOP DR
EL PASO, TX.79915

PROJECT NUMBER	DATE
058.2025	SEPTEMBER 2025

REVISIONS	
11/04/2025	REV.1
11/19/2025	REV.2
12/19/2025	REV.3

SHEET TITLE
DETAIL SITE DEVELOPMENT PLAN

SHEET NUMBER
A1.0
1 OF 1

7912 North Loop

City Plan Commission — January 29, 2026 **REVISED**

CASE NUMBER:	**PZRZ25-00024**
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Javier Llamas
REPRESENTATIVE:	Vanessa Duran
LOCATION:	7912 North Loop Dr. (District 7)
PROPERTY AREA:	0.11 acres
REQUEST:	Rezone from R-3 (Residential) to S-D (Special Permit) and approval of a Detailed Site Development Plan
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Petition with twelve (12) signatures in support, and a petition with twenty-one (21) signatures in opposition and one (1) email in opposition to the request as of January 29, 2026

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan for a proposed restaurant use.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request. The proposed S-D (Special Development) zoning district and proposed restaurant use are in character with the surrounding area and are in keeping with the policies of the G-3, Post-War Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The conditions are the following:

1. That a five-foot (5') 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 thirty feet (30') on center along North Loop Drive and Duran Road. Such buffer shall also include provision of thirty (30) shrubs. 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 or certificates of completion. No landscaping buffer shall be required on existing or proposed paved areas for vehicular or pedestrian access.
2. The following uses are restricted: Automotive service station, motor vehicle repair minor, commercial fueling station, convenience store with gas pumps.
3. No outdoor amplified sound shall be permitted.

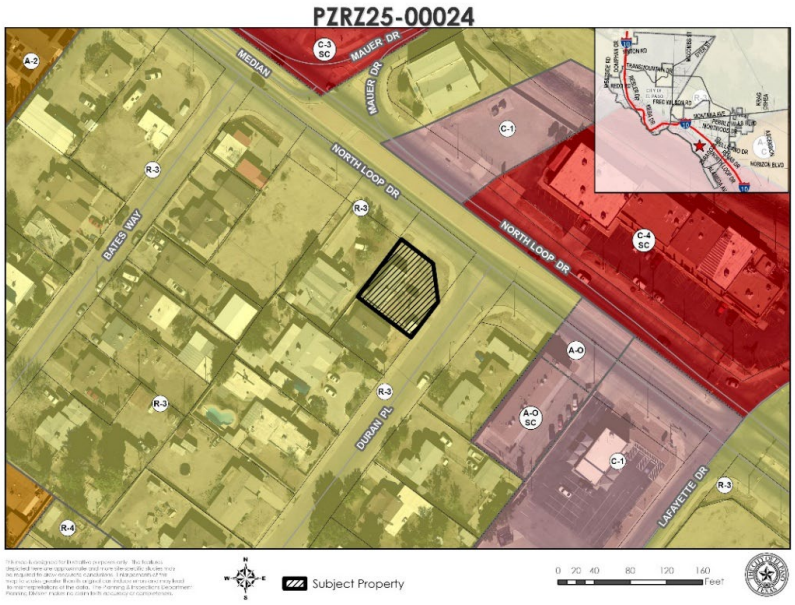


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan for a proposed restaurant use. The site plan illustrates the existing single-story building of 804 square feet and twelve feet (12') in height to be converted into a restaurant, with six (6) parking spaces and three (3) bicycle spaces. The project also includes a five-foot (5') landscaping buffer along Duran Road and North Loop Drive, with main vehicular access from Duran Road.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: North Loop Drive is State Highway and commercial corridor. The future land use designation in the area calls for strategic suburban retrofits to add missing civic and commercial uses. Furthermore, it is expected that properties along this corridor transition to other commercial uses. The proposed zoning district and proposed restaurant use are compatible with the neighborhood character of the area. Properties to the east are zoned R-3 (Residential), A-O (Apartment/Office), and C-1 (Commercial) consisting of single-family homes, apartments, and an automotive service station. Properties to the south and west are zoned R-3 (Residential), which include single-family dwellings. Property to the north across North Loop Drive is zoned C-1 (Commercial) and C-3 (Commercial) and include a shopping center with a Party Hall and other retail establishments. The closest school is North Loop Elementary School located within 0.25 miles and the closest park is Mesa Drain Linear Trail located within 0.11 miles of the subject property.

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-3, Post-War:** This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. 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 proposed S-D (Special Development) zoning district is compatible with the G-3, Post-War Future Land Use designation of the area with the proposed request supplementing commercial uses in the surroundings.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **S-D (Special Development) District:** The purpose of this district is to provide an opportunity for mixed-use projects, integrated in design, in certain older residential areas where there is a desire to permit a variety of nonresidential uses while maintaining the established residential appearance and landscaping of the area. The regulations of this district are designed to ensure compatibility with existing uses in the district; to permit the production, exhibit or sale of goods and the providing of services to the public in such older residential areas; to protect the traffic capacity of streets serving such older residential areas; to encourage flexibility by prescribing general performance standards for such older residential areas; and to protect the environment of adjacent areas. For the purpose of this district, older areas of the city shall be deemed those areas where development has existed for at least twenty-five years.	Yes. The proposed S-D (Special Development) zoning district and restaurant use are compatible with R-3 (Residential), C-1 (Commercial), and C-3 (Commercial) zoning districts, as well as compatible with single-family dwellings and other retail establishments in the proximity.

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 North Loop Drive, designated as a major arterial per El Paso Major Thoroughfare Plan (MTP) with vehicular access through Duran Place, designated as a local road per the El Paso MTP. North Loop Drive is a commercial corridor that can support commercial activity. The adjacent roads are appropriate to serve the proposed development.
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 proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community. Conditions are being recommended to safeguard adjacent properties from undesirable uses in close proximity to single-family dwellings.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings taken place in 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.	North Loop is a major arterial roadway and a State Highway managed by the Texas Department of Transportation. The road is better suited for commercial uses to act as a buffer to residential uses.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located along North Loop Drive and Duran Place, a major arterial and a local road respectively, and are appropriate to serve the proposed development. North Loop Drive is a commercial corridor, and is suited for adjacent commercial activities. Sidewalks are present along the property and the surrounding area. A dedicated bicycle lane runs along North Loop Drive to provide more transportation options, and Sun Metro bus stops are located within walkable distance (0.25 mi.) to the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments. The Planning Division recommends imposing conditions to safeguard adjacent single-family developments from permitted intense uses in the S-D (Special Development) zoning district.

PUBLIC COMMENT: The applicant has notified Corridor 20 Civic Association, and the Mission Valley Civic Association of the rezoning request prior to submittal of the application. The applicant also notified the Rosedale Farms Neighborhood Association after submittal of the application. Public notice was sent on January 16, 2026 to all property owners within 300 feet of the subject property. As of January 29, 2026, the Planning Division has received a petition with twelve (12) signatures in support to the rezoning request, and a petition with twenty-one (21) signatures in opposition and one (1) email in opposition to the request citing negative impact to property values and increased traffic and parking in the area.

RELATED APPLICATIONS: None.

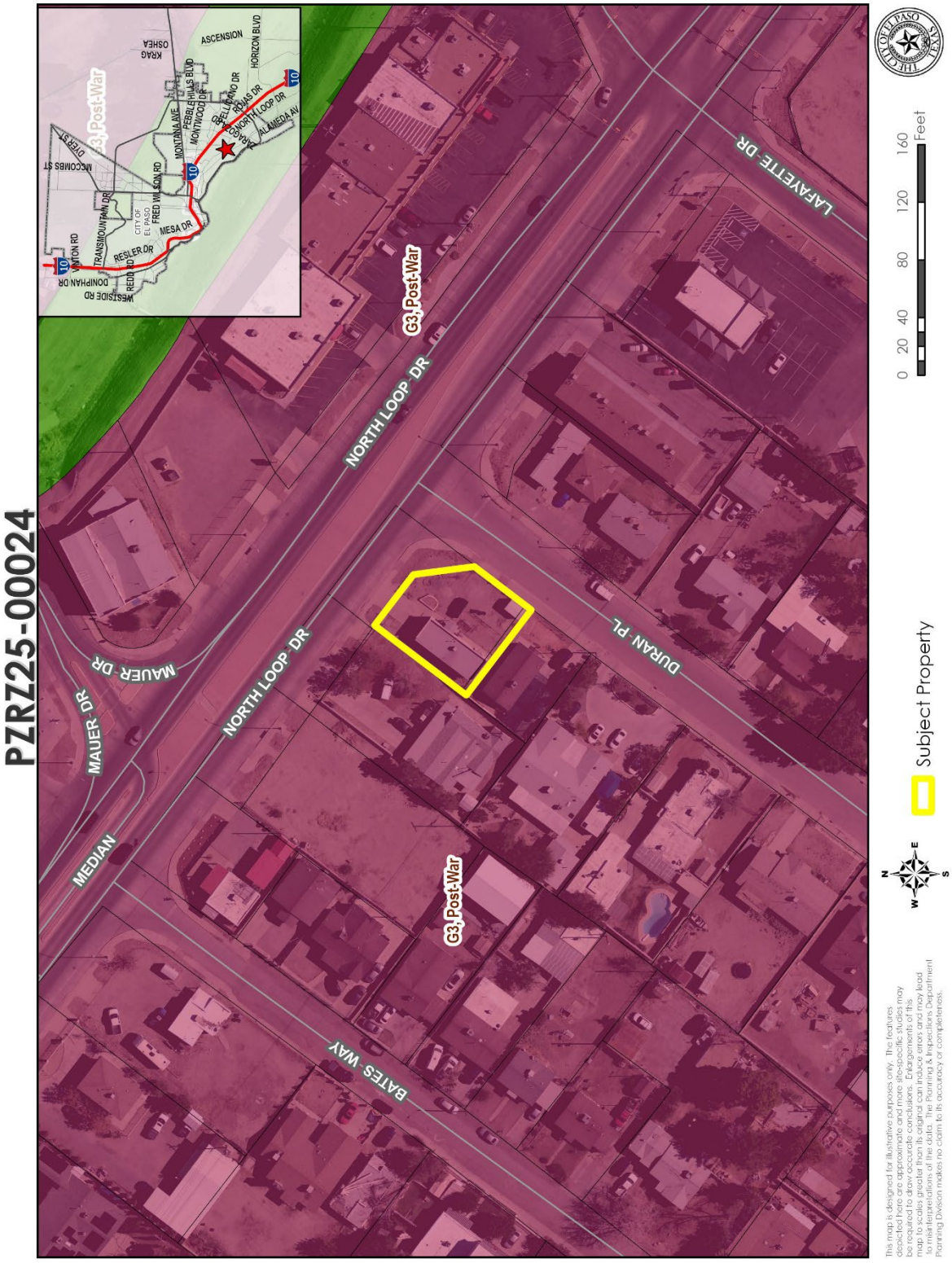
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

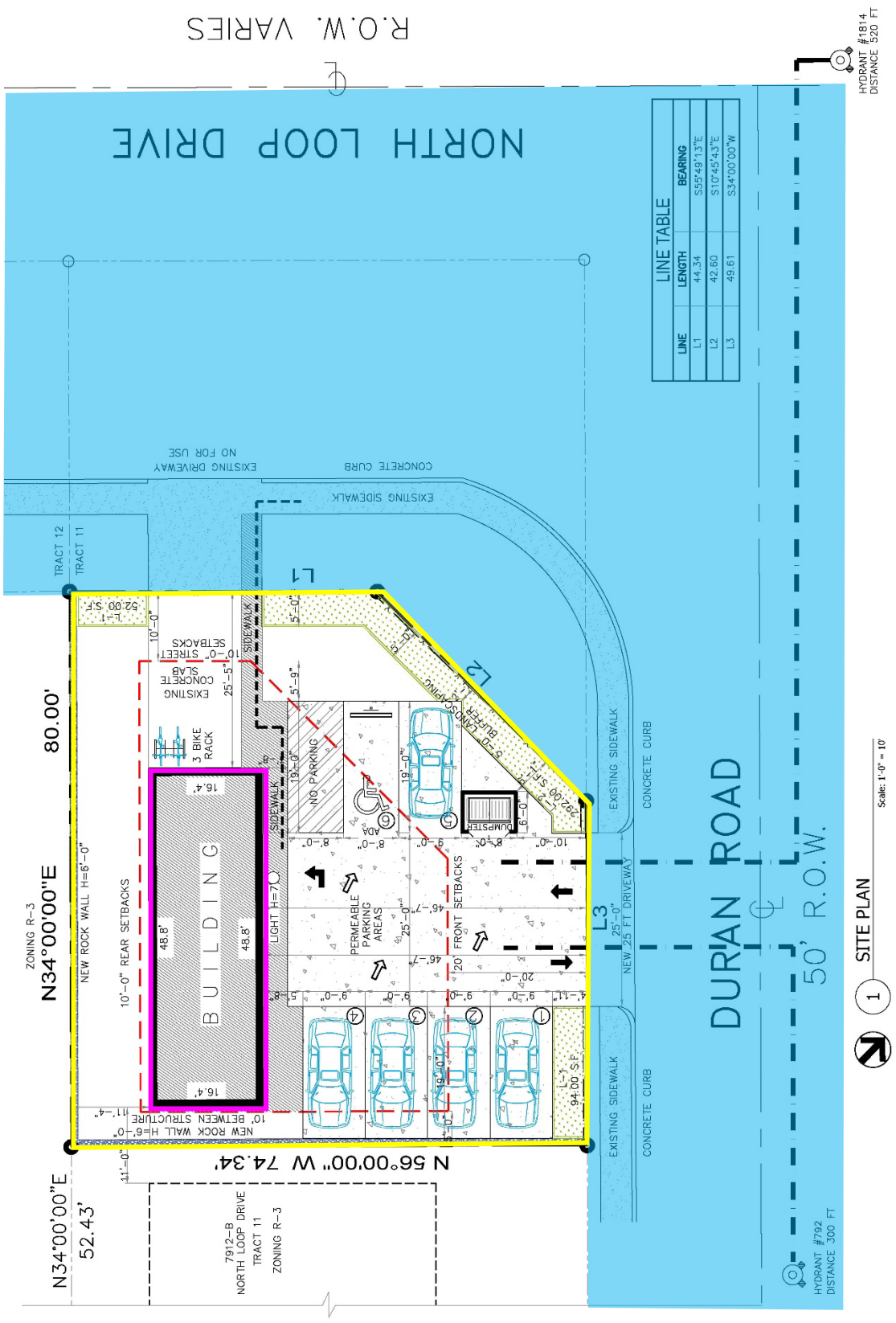
ATTACHMENTS:

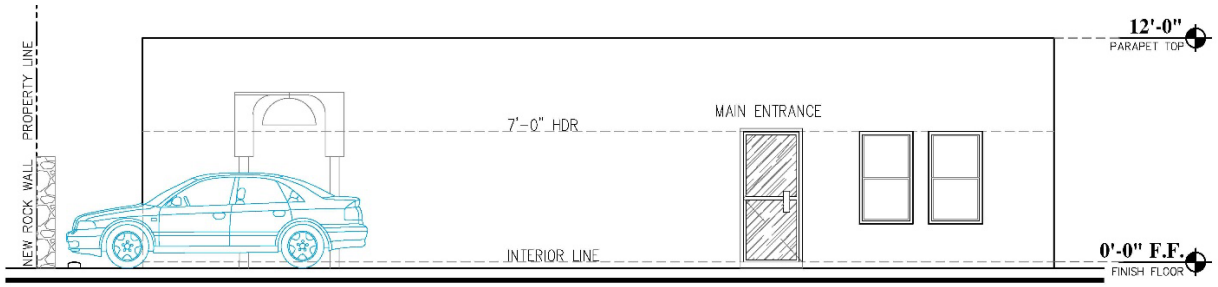
1. Future Land Use Map
2. Detailed Site Development Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Opposition
6. Support

ATTACHMENT 1

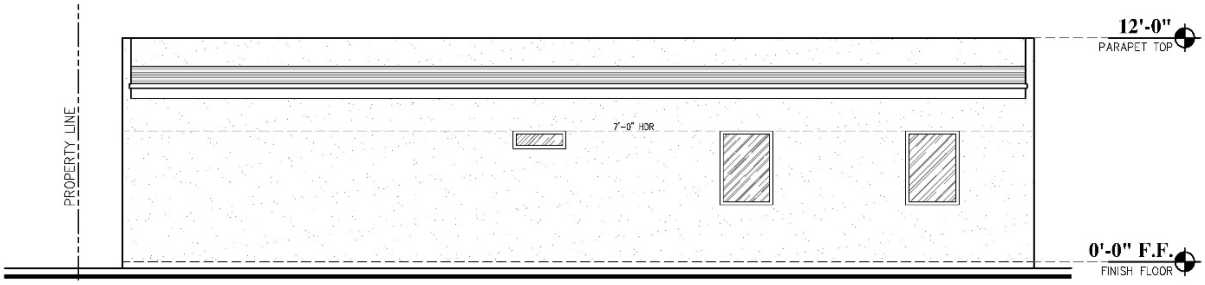


ATTACHMENT 2

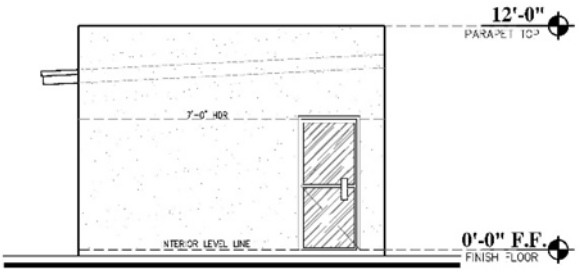




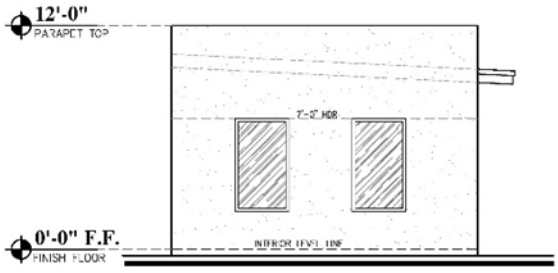
2 FRONT ELEVATION
Scale: 1/4"=1'-0"



3 REAR ELEVATION
Scale: 1/4"=1'-0"



4 LEFT SIDE ELEVATION
Scale: 1/4"=1'-0"



5 RIGHT SIDE ELEVATION
Scale: 1/4"=1'-0"

ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends approval with conditions of the request. The proposed S-D (Special Development) zoning district and proposed restaurant use are in character with the surrounding area and are in keeping with the policies of the G-3, Post-War Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The conditions are the following:

1. That a five-foot (5') 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 thirty feet (30') on center along North Loop Drive and Duran Road. Such buffer shall also include provision of thirty (30) shrubs. 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 or certificates of completion. No landscaping buffer shall be required on existing or proposed paved areas for vehicular or pedestrian access.
2. The following uses are restricted: Automotive service station, motor vehicle repair minor, commercial fueling station, convenience store with gas pumps.
3. No outdoor amplified sound shall be permitted.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

According on this area, "The retention of the difference between historic and developed storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, DSC, and DDM Section 11.1)."

Environmental Services

Environmental Services Department had no comments.

Streets and Maintenance Department

Traffic & Transportation Engineering

1. No Traffic Impact Analysis (T.I.A) is required
2. Coordination is required with TXDOT for their right-of-way along North Loop Drive
3. No objection to application

Contract Management

1. For all proposed improvement within the city right-of-way, follow the Design Standards for Construction (DSC) in accordance with the municipal code, and include detailed information.
2. Include driveway detail and ensure compliance with applicable standards. (Design Standards for Construction and Municipal Code Chapter 13.12)
3. Indicate that any type of damage sustained to the pavement or surrounding infrastructure during construction must be properly restored.
4. Ensure all transitions to existing roadways are smooth and free of trip hazards.

Street Lights

Street Lights Department does not object to this request.

North Loop Dr. is a Texas Department of Transportation (TXDoT) right-of-way ROW. Street Lights Department requires that all projects that involve a roadway are 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.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

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.

El Paso Water
EPWU-PSB Comments
No comments were received.

Stormwater:
As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, water harvesting, and other conservation efforts, to the maximum extent practicable, per Section 19.19.010.

Texas Department of Transportation
Please submit grading and drainage plans for approval.

El Paso Electric
We have no comments for 7912 North Loop.

El Paso County 911
The 9-1-1 District has no comments/concerns regarding this zoning.

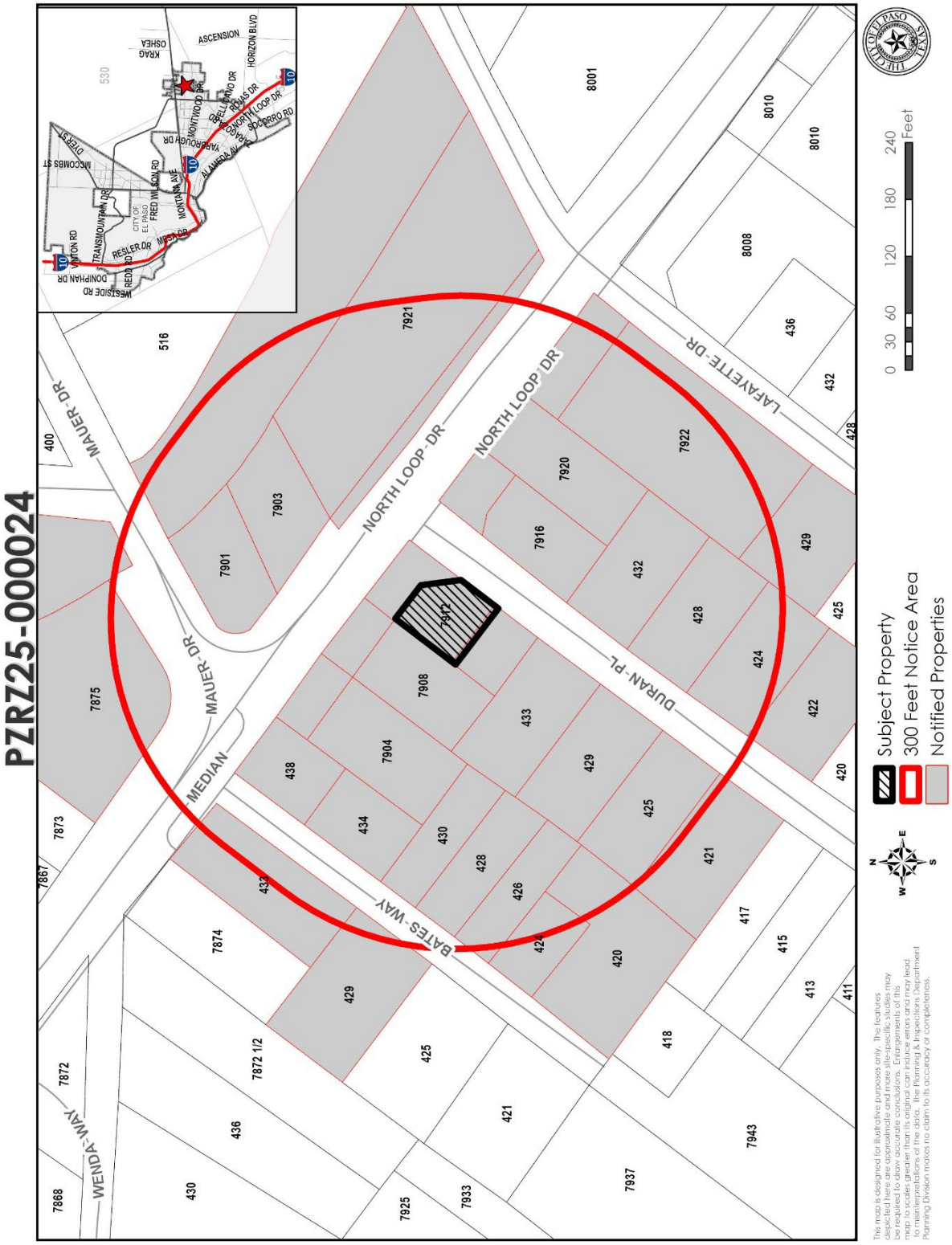
Fire Department
No comments were received.

Police Department
No comments were received.

Sun Metro
No comments were received.

El Paso County Water Improvement District #1
No comments were received.

ATTACHMENT 4



ATTACHMENT 5

Zamora, Luis F.

From: Joanna Casillas <cjoanno90@icloud.com>
Sent: Tuesday, January 20, 2026 9:51 PM
To: Zamora, Luis F.
Subject: [External] - Formal Opposition and Request for Denial – Case No. PZRZ25-00024-7912 North Loop

[You don't often get email from cjoanno90@icloud.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use Phish Alert or forward to SpamReport@elpasotexas.gov.

Dear Members of the City Plan Commission,

My name is Joanna Casillas, and I am the owner of the residential property located at 7912 N Loop Dr B, El Paso, TX 79915. I submit this letter as a formal objection to Case No. PZRZ25-00024-7912 North Loop, which proposes a zoning change from residential to special development to allow a restaurant use on the property immediately adjacent to my residence.

My property directly abuts the subject parcel and was originally part of the same tract of land prior to subdivision. It continues to share the same address designation, making the proposed zoning change a direct and disproportionate impact on my residence—an impact that has not been adequately considered.

When the property was previously listed for sale, the City inspected the residence and determined it could not be sold or used for commercial purposes. I respectfully request that the Commission review the property's history, including any prior City inspections or determinations, as approval of this request appears inconsistent with prior City findings.

The proposed restaurant use is incompatible with the surrounding residential area and conflicts with the intent of residential zoning to protect established neighborhoods. It would negatively affect property value, quiet enjoyment, and create increased traffic and on-street parking demands that pose legitimate public safety and access concerns.

For these reasons, I respectfully request that the City Plan Commission deny the proposed zoning change, as it does not meet the City's criteria for zoning amendments, including compatibility, consistency with adopted planning policies, and protection of the public health, safety, and welfare.

Thank you for your time and consideration.

Sincerely,
Joanna Casillas
Owner, 7912 N Loop Dr B
El Paso, TX 79915
(915)850-8899

Sent from my iPhone

1

Received
1/29/2026 2:06pm

I am a resident of the Duran/North Loop neighborhood and am writing to formally express my opposition to the proposed conversion of the residential property located at **7912 N Loop Dr El Paso Tx 79915** into a commercial restaurant.

Our neighborhood is zoned and developed for **residential use**, and introducing a commercial restaurant at this location raises several serious concerns that conflict with the intent of the zoning code and the established character of the area.

Specifically, I am concerned about:

1. **Traffic and Safety Impacts**
   The surrounding streets are narrow and designed for residential traffic only. A restaurant would significantly increase vehicle traffic, delivery trucks, and rideshare activity, creating safety risks for residents, pedestrians, and children.

2. **Parking and Congestion**
   On-site parking is limited, and overflow parking would likely spill onto neighboring streets, blocking driveways and restricting access for emergency vehicles.

3. **Noise, Odors, and Pollution**
   Restaurant operations often involve early-morning deliveries, late-night activity, ventilation systems, and waste removal, all of which are incompatible with a quiet residential setting.

4. **Precedent for Further Commercial Encroachment**
   Approving this request could set a precedent for additional commercial uses within the neighborhood, fundamentally altering its residential nature.

5. **Impact on Quality of Life and Property Values**
   The cumulative effects of traffic, noise, and commercial activity would negatively affect residents' quality of life and potentially reduce nearby property values.

For these reasons, I respectfully request that the Planning Commission / Zoning Board / City Council **deny any rezoning, variance, or conditional use permit** that would allow a commercial restaurant at this location.

Thank you for considering the concerns of the residents who live in and invest in this neighborhood. Please include this letter as part of the official record for this application.

Received 1/29/2026 2:06pm

Soy residente del vecindario **Duran/North Loop** y escribo para expresar formalmente mi oposición a la propuesta de convertir la propiedad residencial ubicada en **7912 N Loop Dr, El Paso, TX 79915** en un restaurante comercial.

Nuestro vecindario está zonificado y desarrollado para uso residencial, y la introducción de un restaurante comercial en esta ubicación plantea varias preocupaciones serias que entran en conflicto con la intención del código de zonificación y con el carácter establecido de la zona.

Específicamente, me preocupan los siguientes puntos:

1. Impactos en el tráfico y la seguridad
Las calles circundantes son estrechas y están diseñadas únicamente para el tránsito residencial. Un restaurante incrementaría significativamente el tráfico vehicular, la presencia de camiones de reparto y la actividad de servicios de transporte compartido, creando riesgos de seguridad para los residentes, peatones y niños.

2. Estacionamiento y congestión
El estacionamiento en el lugar es limitado, y el exceso de vehículos probablemente se extendería a las calles vecinas, bloqueando entradas de vehículos y restringiendo el acceso para vehículos de emergencia.

3. Ruido, olores y contaminación
Las operaciones de un restaurante suelen implicar entregas temprano por la mañana, actividad nocturna, sistemas de ventilación y manejo de residuos, todo lo cual es incompatible con un entorno residencial tranquilo.

4. Precedente para una mayor invasión comercial
Aprobar esta solicitud podría sentar un precedente para usos comerciales adicionales dentro del vecindario, alterando fundamentalmente su naturaleza residencial.

5. Impacto en la calidad de vida y el valor de las propiedades
Los efectos acumulativos del tráfico, el ruido y la actividad comercial afectarían negativamente la calidad de vida de los residentes y podrían reducir el valor de las propiedades cercanas.

Por estas razones, solicito respetuosamente que la **Comisión de Planificación / Junta de Zonificación / Concejo Municipal** niegue cualquier cambio de zonificación, variación o permiso de uso condicional que permita la operación de un restaurante comercial en esta ubicación.

Gracias por considerar las preocupaciones de los residentes que viven e invierten en este vecindario. Por favor, incluya esta carta como parte del expediente oficial de esta solicitud

2

Received
1/29/2026 2:06pm

Name: Miki Castillas
Address: 433 Dura El Paso Tex 79915
Signature Miki Mari Castillas

Name: Victoria Martinez
Address: 7908 Nor th Loop El Paso TX 79915
Signature V Martinez

Name: Miriam Ramirez
Address: 438 Bates El Paso TX 79915
Signature Miriam Ramirez

Name: Arely Campos
Address: 428 Bates Way, El Paso Tx 79915
Signature Arely Campos

Name: RAUL, AMAYA
Address: 426-BATES, WAY 79915
Signature Raul Amaya

Name: Amelia Campos
Address: 425 Bates Way
Signature Amelia Campos

Name: Roberto Lopez ALVARADO
Address: 416 BATES APT. #6
Signature Roberto L. G.

Name: Jorge Campos
Address: 428 Bates way
Signature Jorge Campos

3

Received 1/29/2026 2:06pm

Name: Jessica Walters
Address: 433 Duran Pl El Paso Tx 79915
Signature

Name: Abigail Sandoval
Address: 349 Milton Rd.
Signature

Name: Felipe Martinez
Address: 7912 Walton Loop #B
Signature

Name: Thomas E King II
Address: 436 Duran Pl.
Signature

Name: Rosa Isela Espinoza
Address: 432 Duran Pl.
Signature

Name: Carolina Castaneda
Address: 422 Duran Pl
Signature

Name: Desiree Franco
Address: 429 Duran Pl
Signature

Name: Cesar Casillas
Address: 433 Duran Pl
Signature

4

Received 1/29/2026 2:06pm

Name: Diana Torres
Address: 429 Bates Way 79915 (915) 777-7175
Signature

Name: Jonathan Cadillad
Address: 433 Duran PL
Signature

Name: Luz M Arriaga
Address: 417 Duran Pl
Signature

Name: David Alarcon
Address: 415 Duran P.L.
Signature

Name: Ricardo Rodriguez
Address: 424 Duran Place
Signature

Name:
Address:
Signature

Name:
Address:
Signature

Name:
Address:
Signature

5

ATTACHMENT 6



Letter in Support of Rezoning of 7912 NORTH LOOP DR., from zoning R-3 to SD

We, the undersigned, have no objection to the rezoning of the 0.11 Acres, from the zoning R-3 to SD, located at 7912 Northloop Dr., El Paso, Tx., 79915, to accommodate a New Restaurant.

Nosotros los abajo firmantes, estamos a favor del tramite de rezonificacion de R-3 a SD; de la propiedad ubicada en 7912 Northloop Dr., El Paso, Tx., 79915, para el uso de Restaurant de comida rapida.

1.NAME/ADDRESS/PHONE or EMAIL
linto2into1@gmail.com 915-497-0791
Richard franco 429 DURAN PL

1.NAME/ADDRESS/PHONE or EMAIL
Lisahalcon@gmail.com
LISA Halcon 429 1/2 DURAN PL 915-201-1764

1.NAME/ADDRESS/PHONE or EMAIL (915) 241-0766
Jesus David Alarcon
415 Duran P.L.
El Paso, Tx 79915

1.NAME/ADDRESS/PHONE or EMAIL
Manuel Guerrero
438 Bates Way
915-300-4528

1.NAME/ADDRESS/PHONE or EMAIL
MARY D. Gonzales
429 LAFAYette Drive
915-241-1270 mariedgonzales@yahoo.com

1.NAME/ADDRESS/PHONE or EMAIL
Joel Mendez 426 Bate Way 79915
(915) 808-7666

Letter in Support of Rezoning of 7912 NORTH LOOP DR., from zoning R-3 to SD

We, the undersigned, have no objection to the rezoning of the 0.11 Acres, from the zoning R–3 to SD, located at 7912 Northloop Dr., El Paso, Tx., 79915, to accommodate a New Restaurant.

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428 DURAN PL.
JESUS SANTOS 915- 401-9496

1.NAME/ADDRESS/PHONE or EMAIL
Jose Villanueva DBA/Desierto Leather
915-591-7911 7921 North Loop

1.NAME/ADDRESS/PHONE or EMAIL
Sandra D. Rodugues 915-273-5398.
7921 North Loop. Suite E saleshouseofflowers@gmail.com.

1.NAME/ADDRESS/PHONE or EMAIL
Sandra Rodugues 915 273-5398 mi Rupita @
7921 North. Loop. Suite F lamichoacana gmail.con.

1.NAME/ADDRESS/PHONE or EMAIL
Angelique Cruz (915) 630-5876
7921 North loop. suite A Gvalencia1117@yahoo.com

1.NAME/ADDRESS/PHONE or EMAIL
DAVID CUBILLOS
436 DURAN PLACE ELP, TX 79915 (915) 433-6219

Letter in Support of Rezoning of 7912 NORTH LOOP DR., from zoning R-3 to SD

We, the undersigned, have no objection to the rezoning of the 0.11 Acres, from the zoning R-3 to SD, located at 7912 Northloop Dr., El Paso, Tx., 79915, to accommodate a New Restaurant.

Nosotros los abajo firmantes, estamos a favor del tramite de rezonificacion de R-3 a SD; de la propiedad ubicada en 7912 Northloop Dr., El Paso, Tx., 79915, para el uso de Restaurant de comida rapida.

Joe Hurtado / 434 [redacted] Bates Way / 915 3412694

1.NAME/ADDRESS/PHONE or EMAIL

1.NAME/ADDRESS/PHONE or EMAIL

1.NAME/ADDRESS/PHONE or EMAIL

1.NAME/ADDRESS/PHONE or EMAIL

1.NAME/ADDRESS/PHONE or EMAIL

File #: 26-0511, **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
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the North 59 feet of Tract 49 and the South 59 feet of the North 118 feet of Tract 49, Map of Sunrise Acres, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: North of Edgar Park Ave. and west of Gateway South Blvd.
Applicant: Frank Padilla Jr.
Case Number: PZRZ25-00026

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 4/28/26

PUBLIC HEARING DATE: 5/26/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 2

AGENDA ITEM:

An Ordinance changing the zoning of the north 59 feet of Tract 49 and the south 59 feet of the north 118 feet of Tract 49, Map of Sunrise Acres, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: North of Edgar Park Ave. and west of Gateway South Blvd.
Applicant: Frank Padilla Jr.
Case Number: PZRZ25-00026

ISSUE STATEMENT:

The applicant proposes to rezone the property located north of Edgar Park Avenue and west of Gateway South Boulevard to allow for the proposed use of multifamily. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan. City Plan Commission unanimously recommended approval.

BACKGROUND:

The applicant is requesting to rezone the subject property located north of Edgar Park Avenue and west of Gateway South Boulevard from R-4 (Residential) to A-2 (Apartment) to allow for the proposed use of multifamily. 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.

As of April 14, 2026, the Planning Division has received one (1) phone call in opposition to the rezoning request with cited concerns for increased traffic, increased noise and safety concerns for elderly residents in the area. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve (Staff and CPC recommendation)
Approve with Conditions
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 7-0 to approve the proposed rezoning request on February 12, 2026.

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

Applicant notified the 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.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

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:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

- Ordinance
- Staff Report
- Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE NORTH 59 FEET OF TRACT 49 AND THE SOUTH 59 FEET OF THE NORTH 118 FEET OF TRACT 49, MAP OF SUNRISE ACRES, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO A-2 (APARTMENT). 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, the zoning of **the North 59 feet of Tract 49 and the South 59 feet of the North 118 feet of Tract 49, Map of Sunrise Acres**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "A"**, incorporated by reference, be changed from **R-4 (Residential)** to **A-2 (Apartment)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2026.

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:

_____
Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

The North 59 Feet of Tract 49
And The South 59 Feet of the North
118 Feet of Tract 49,
Sunrise Acres,
City of El Paso, El Paso County, Texas

November 20, 2025

METES AND BOUNDS DESCRIPTION
South Gateway Boulevard
Exhibit "A"

FIELD NOTE DESCRIPTION of the North 59 Feet of Tract 49 and the South 59 Feet of the North 118 Feet of Tract 49, Sunrise Acres, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the common boundary corner of Lot 8, Block 7, Desert Hills Subdivision and Tract 49, Sunrise Acres, same being westerly right-of-way line of South Gateway Boulevard, same being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said common boundary corner and along said westerly right-of-way line, South 00°09' 00" East, a distance of 118.00 feet to a found ½ inch rebar;

THENCE, leaving said westerly right-of-way line, South 89°51' 00" West, a distance of 200.00 feet to a found ½ inch rebar at the common boundary line of Tracts 49 and 50;

THENCE, leaving along said common boundary line, North 00°09' 00" West, a distance of 118.00 feet to a found PK nail for corner at the common boundary corner of Lots 4 and 5 and Tract 49;

THENCE, continuing along the common boundary line of Block 7 and Tract 49, North 89°51'00" East, a distance of 200.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 23,600.00 square feet or 0.5418 acres of land more or less.

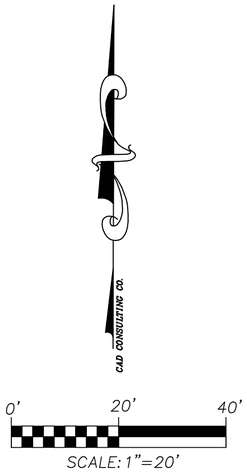


Carlos M. Jimenez
R.P.L.S. #3950

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422

BOUNDARY AND TOPOGRAPHIC SURVEY

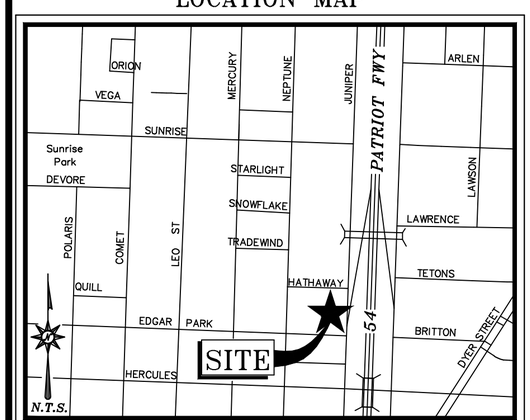
0 SOUTH GATEWAY BOULEVARD
THE NORTH 59 FEET OF TRACT 49 AND THE SOUTH
59 FEET OF THE NORTH 118 FEET OF TRACT 49,
MAP OF SUNRISE ACRES
CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING: 23,600.00 SQ.FT. OR 0.5418 ACRES ±



LEGEND	
BS	= BACK OF SIDEWALK
NG	= NATURAL GROUND
G	= GUTTER
TC	= TOP OF CURB
RW	= ROCKWALL
CONC	= CONCRETE
SW	= SIDEWALK
	= POWER POLE
E	= OVERHEAD ELECTRIC
	= ROCKWALL

BENCH MARK:
FOUND CITY MONUMENT AT CENTERLINE
INTERSECTION OF TELESCOPE PL. & LEO STREET
BENCH MARK ELEV.= 3988.42' CITY DATUM
CONTOUR INTERVAL 1 FOOT
CONTOUR LABEL 5 FEET

LOCATION MAP



NOTE(S):

1. ACCORDING TO THE FLOOD INSURANCE RATE MAP HEREON DESCRIBED TRACT LIES IN ZONE "C", COMMUNITY PANEL NO. 480214-0024 B, DATED 10/15/1982.
2. THE LOCATION OF EXISTING UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH SURFACE GROUND MARKINGS, EXCAVATIONS OR UTILITY COMPANY PLANS TO DETERMINE THE EXACT LOCATION OF ANY SUBTERRANEAN USES.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

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CONSULTING COMPANY
1790 N. LEE TREVINO DR. SUITE 309
EL PASO, TEXAS 79936
TEL (915) 633-6422

JOB # 25-0354 DATE: 02/21/2025 ML

STATE OF TEXAS
REGISTERED
CARLOS M. JIMENEZ
3950
PROFESSIONAL
LAND SURVEYOR

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND TOPOGRAPHIC SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CARLOS M. JIMENEZ R.P.L.S. No. 3950
FIRM# 10099300

ZONING

Gateway South and Edgar Park

City Plan Commission — February 12, 2026

REZONING

CASE NUMBER:	**PZRZ25-00026**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Frank Padilla Jr.
REPRESENTATIVE:	Miguel Allen
LOCATION:	North of Edgar Park Ave. and west of Gateway South Blvd. (District 2)
PROPERTY AREA:	0.54 acres
REQUEST:	Rezone from R-4 (Residential) to A-2 (Apartment)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of February 5, 2026

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the use of multifamily.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with existing residential uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-3, Post War Future Land Use designation.

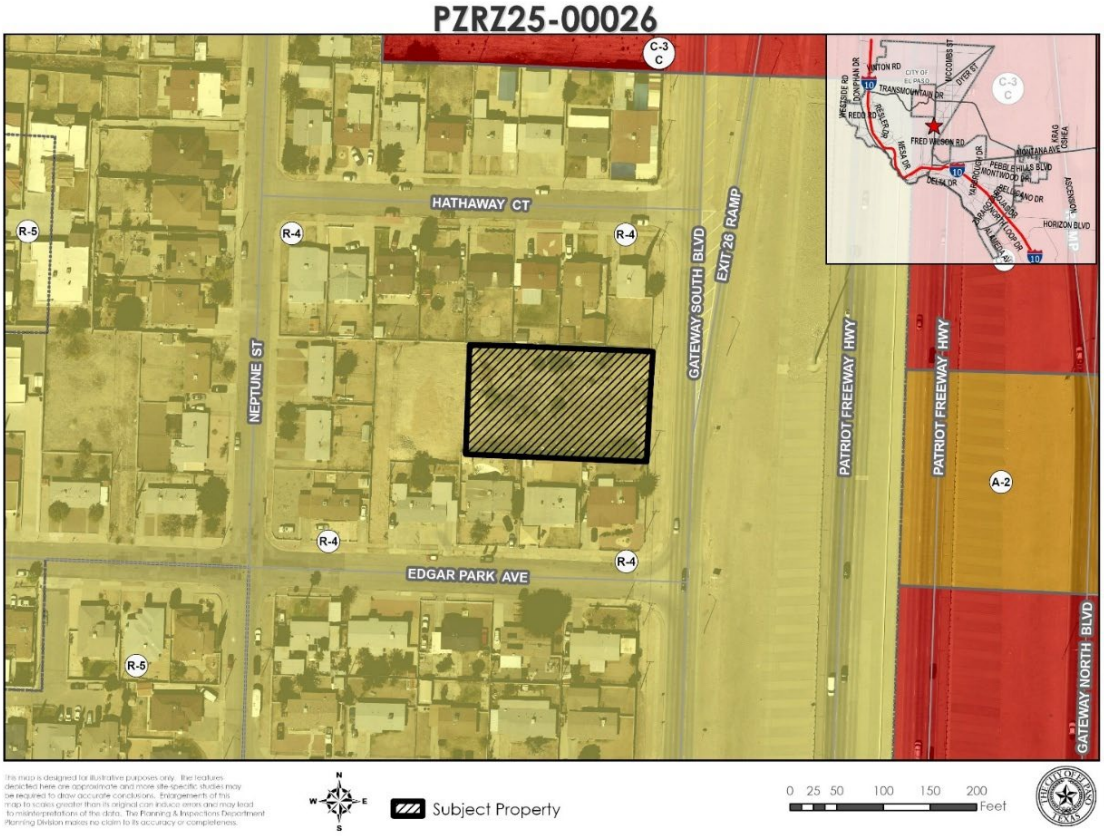


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the use of multifamily. The subject property is approximately 0.54 acres in size. The conceptual site plan shows one (1) proposed multifamily structure and accompanying parking areas. Primary access to the subject property will be from Gateway South Boulevard. The conceptual plan is not subject to zoning compliance review under Title 20 of the El Paso City Code and is non-binding.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is compatible with adjacent zoning districts. Properties to the north, south and west are zoned R-4 (Residential) and consist of single-family dwellings. To the east across Gateway South Boulevard is U.S. Highway 54. The proximity to Gateway South Boulevard makes the subject property better suited for higher intensity residential zone districts while also providing a transition buffer from lower density residential zone districts to the west. The nearest park is Sunrise Park located 0.61 miles away, and the nearest school, Edgar Park, is located 0.58 miles away.

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-3, Post-War:** This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. 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 subject property and the proposed development meet the intent of the G-3, Post War Future Land Use designation of *Plan El Paso*. The proposed development will provide additional housing stock to supplement and integrate with the surrounding area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **A-2 (Apartment) District:** The purpose of the district is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. The proposed A-2 (Apartment) zoning district is compatible with the surrounding area. It will allow for the integration of the development with the surrounding R-4 (Residential) properties and provide a transition buffer from lower density residential districts to the west.
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 situated along Gateway South Boulevard and US Highway 54, which are designated as a major arterial and a freeway, respectively, in the City's Major Thoroughfare Plan (MTP). The proposed rezoning will permit higher-density residential development along the corridor.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider 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 historical districts or Study Area Plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community. The reviewing departments did not have any adverse comments.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The surrounding area is in transition from lower density residential districts to commercial zoning districts along the Gateway South corridor. Several properties to the north within 0.5 miles have been rezoned from R-4 (Residential) zoning districts to C-2 (Commercial), C-3 (Commercial) and S-D (Special Development) zoning districts within the past 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The subject property is in close proximity to the U.S. Highway 54 – Patriot Freeway, which is more suitable for denser and more intensive zoning districts and provides a buffer between the US 54 Patriot freeway and lower density single-family dwellings in the area.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located along Gateway South Boulevard and U.S. Highway 54, which is classified as a major arterial and a freeway, respectively, in the City's Major Thoroughfare Plan (MTP). Sidewalks are currently present along Gateway South Boulevard and in the area surrounding the proposed development. There are two (2) bus stops located within walking distance (0.25 miles) of the subject property. The closest bus stop is located 0.09 miles away from the subject property on Hercules Avenue.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were provided from the reviewing departments.

PUBLIC COMMENT: The subject property is located within the boundaries of the Sunrise Neighborhood Association which was notified of the request by the applicant. Public notices were sent to property owners within 300 feet on January 30, 2026. As of February 5, 2026, the Planning Division has not received any communication in support or opposition to the request from the public.

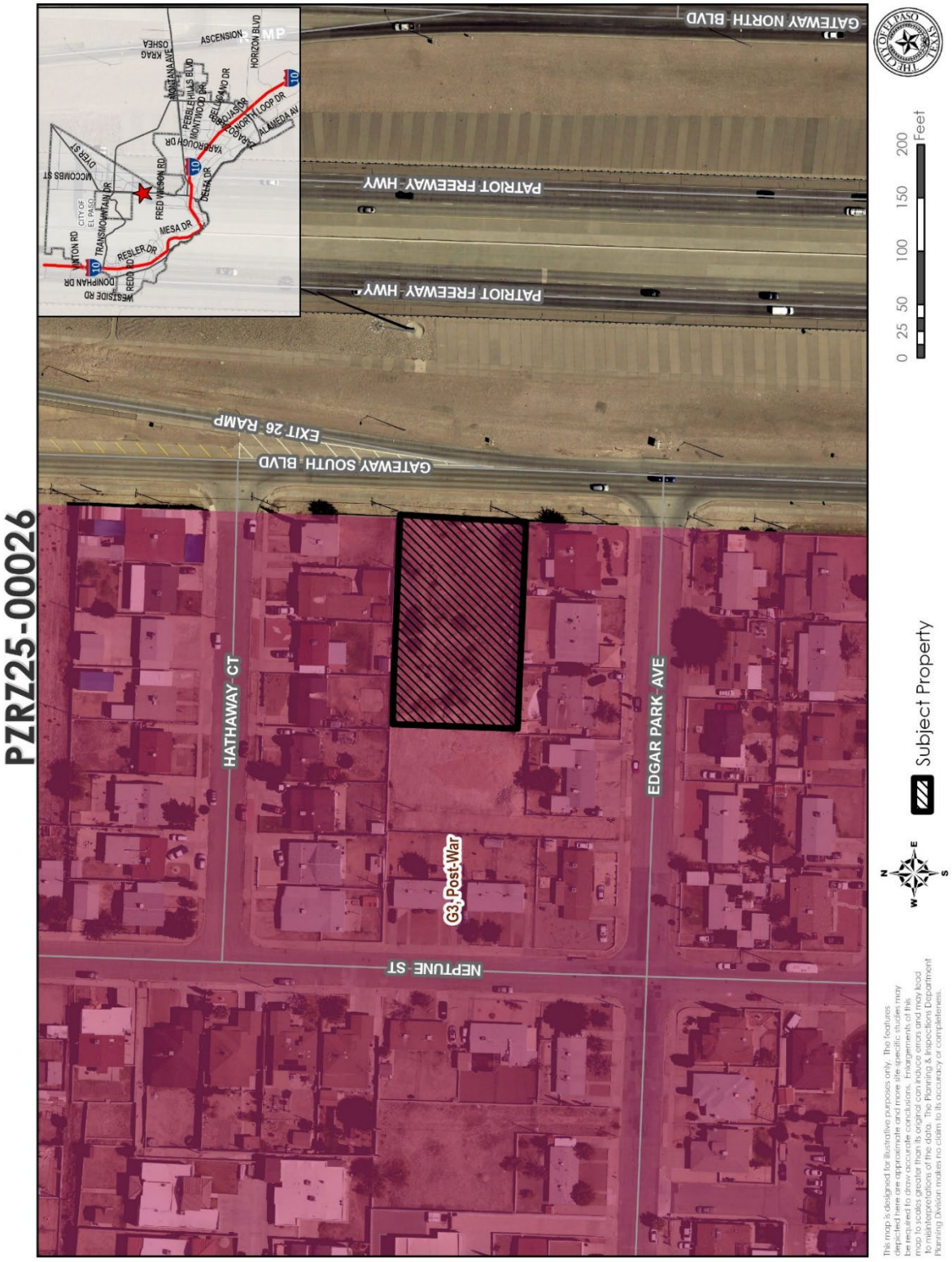
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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 Modification** 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.
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.

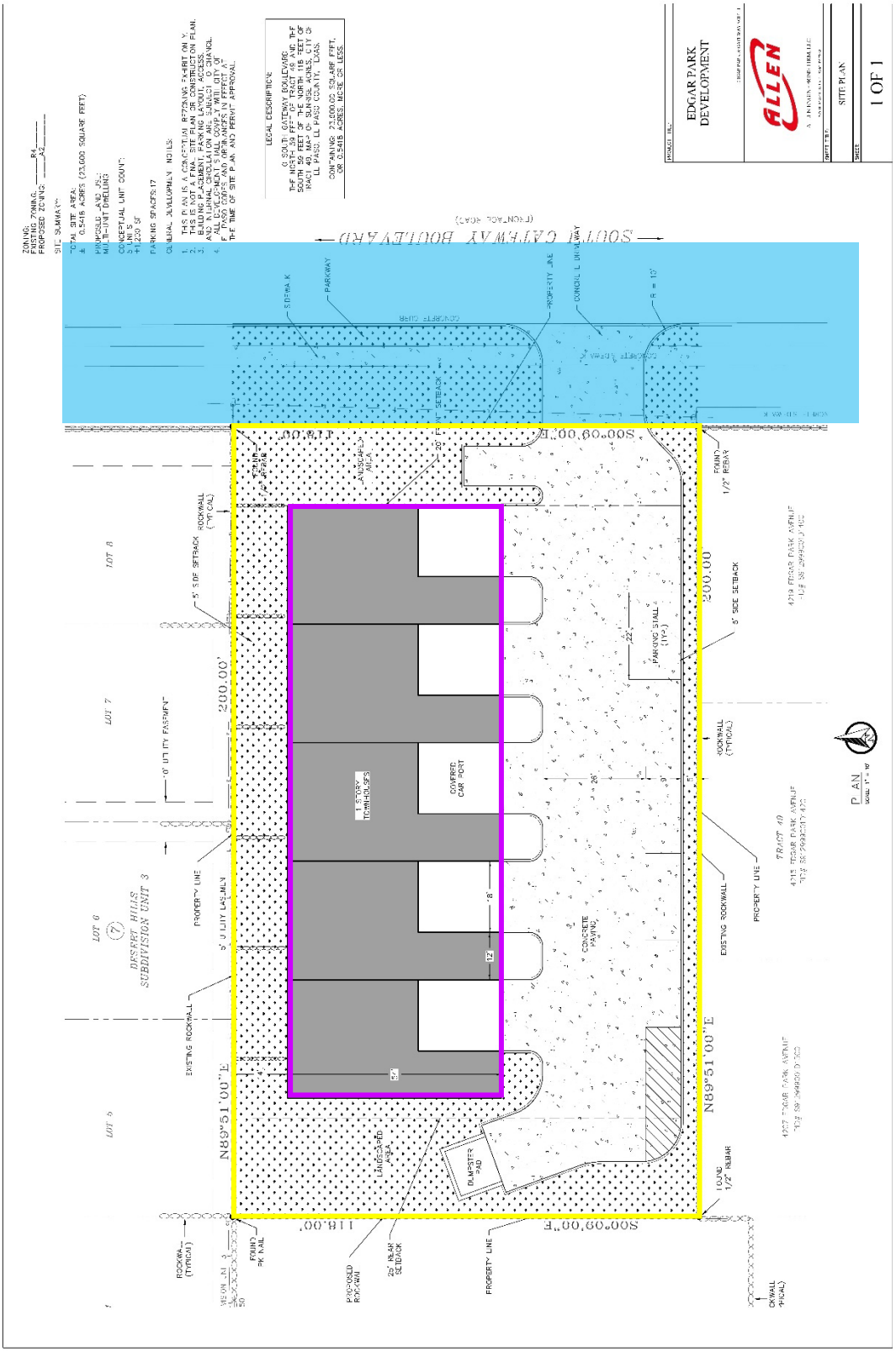
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with existing residential uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-3, Post War Future Land Use designation.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. TXDOT review and approval is required for proposed driveways abutting ROW.
2. Dimension proposed driveway widths.
3. Show all proposed drainage flow patterns on site plan and identify the on-site pond discharge location(s) for all storm-water runoff within the subdivision.

Note: Comments to be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

No comments received.

Environmental Services

No comments received.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

1. No objections to application
2. Coordination required with TXDOT.
3. No traffic impact analysis (TIA) is required.
4. Driveway dimensions required within the site plan.

Note: Comments to be addressed at the permitting stage.

Streets Lighting:

Street Lights Department does not object to this request. Gateway South Blvd. is a Texas Department of Transportation (TXDoT) right-of-way (ROW). Street Lights Department requires that all projects that involve a roadway are 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.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not

necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

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.

Contract Management:

1. No objection to application. For future development, a complete set of improvements plans shall be submitted for review. Gateway South is maintained by TxDOT.
2. Indicate that any proposed infrastructure improvements located within the city right-of-way must follow the design standards for construction (DSC), in accordance with its municipal code.
3. Indicate that any damage to existing infrastructure caused by the development of this project must be restore to its original or better condition.

El Paso Water

EPWater-PSB does not object to this request.

Water

There is an existing 6-inch diameter water main that extends along Gateway Boulevard. The water line is located approximately 12 feet east of the property. This main is available to provide service. Previous water pressure reading from fire hydrant #01760, last tested on 01/28/2025 located at the northeast corner of Edgar Park Avenue and Neptune Street, yielded a static pressure of 80 psi, a residual pressure of 70 psi, and a flow discharge of 822 gpm. 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 lot 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 water main that extends along Gateway Boulevard. The water line is located approximately 24 feet east of the property. This main is available to provide service.

General

Gateway South is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Gateway South right-of-way require written permission from TxDOT.

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. 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:

As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff. The property abuts the US54 highway, which falls under Texas DOT jurisdiction. Per their requirements, calculations to show that post-development runoff does not exceed the predevelopment may be required by them. Runoff discharge from private residential properties is typically unpermitted. Given that the existing city-maintained stormwater system is restricted from this property, EPWater recommends onsite ponding. Otherwise, coordinate with Texas DOT the stormwater discharge as part of the driveway construction application.

El Paso County 911 District

The 911 District has no comments or concerns regarding this zoning.

Texas Department of Transportation

We have no comments for Gateway South and Edgar Park.

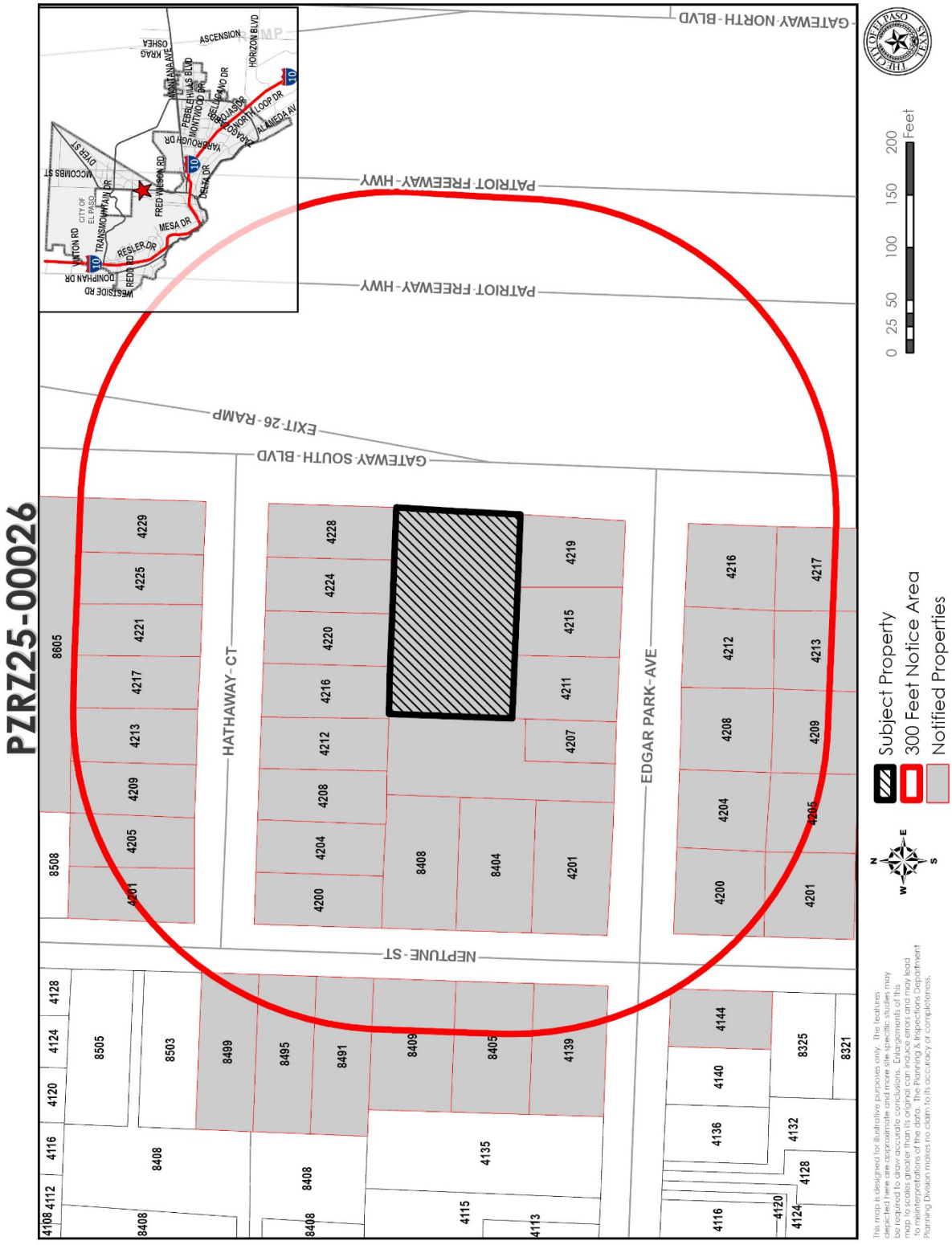
El Paso County Water Improvement District #1

No comments received.

Parks and Recreation

As per chapter 19.20 of the municipal code: Since density is increasing and the property zoning and use is changing, then Park Requirements/Fees will be re-assessed based on applicable conditions (residential and non-residential).

ATTACHMENT 4



File #: 26-0623, **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, Mayor Renard U. Johnson, (915) 212-0021

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 of El Paso reappoints the following members to the Camino Real Regional Mobility Authority for the positions identified below, effective February 1, 2026:

- Monica L. Perez, Position 1, term expiring February 1, 2028.
- Christopher Lindner, Position 5, term expiring February 1, 2028

Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Regular
Date of Council Meeting	
Name of Board	Camino Real Regional Mobility Authority

Agenda Posting Language

Monica L. Perez to the Camino Real Regional Mobility Authority by Mayor Renard U. Johnson.

Appointment Type	Regular

Member Qualifications

A person whose duties include daily operation and oversight of the Camino Real Regional Mobility Authority.

Nominee Name	Monica L. Perez
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 8
City Employed Relatives	N/A

Board Membership

CRRMA

Real estate owned in El Paso County

N/A

Previous Appointee	reappointment
Reason for Vacancy	Term Expired
Date of Appointment	05/26/26
Term Begins On	02/01/26
Term Expires On	02/01/28
Term	

MONICA L. PEREZ

BUSINESS ADDRESS [redacted]

BOARD CERTIFICATIONS Board Certified, Labor and Employment Law, Texas Board of Legal Specialization, 2021 to present

BAR ADMISSIONS
State Bar of Texas, 2012
State Bar of New Mexico, 2013
U.S. District Court for the Western District of Texas, 2013
U.S. District Court of New Mexico, 2013

LEGAL EMPLOYMENT
Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C.
Shareholder *January 2018 - Present*
Associate *September 2012 – December 2022*

Trial practice in employment and personal injury litigation in Texas and New Mexico. Employment litigation of exclusive management representation before state and federal agencies, arbitrations, and state and federal courts in Texas and New Mexico. Advise clients on employment policies, handbooks, employee on-boarding, employment contracts, employee trainings in both English and Spanish, and day-to-day employee relations issues. Personal injury litigation includes first-chair defense of insurance carriers and/or their insured entities or individuals and case management from inception to disposition.

HONORS
- American Board of Trial Advocates- El Paso Chapter (Vice-President; President-Elect)
- *AV Preeminent* (Highest Possible), Martindale-Hubbell
- President's Award, George A. McAlmon American Inns of Court, 2016
- Outstanding Attorney, El Paso Paralegal Association, 2015.
- Outstanding Young Lawyer, El Paso Young Lawyers Association, 2014-2015.
- Outstanding MABA Member, Mexican-American Bar Association of El Paso, 2013.
- Up-And-Coming 100 Texas Rising Stars, 2022-23.
- Up-And-Coming 50 Women Texas Rising Stars, 2022-23.
- Super Lawyers Texas Rising Stars, 2018-25.
- *Best Lawyers: Ones to Watch* (Labor and Employment Law-Management; Litigation -Labor and Employment; Personal Injury Litigation-Defendants), 2021-25.
- Fifth Circuit Judicial Conference, Attendee, 2017.

CIVIC ENGAGEMENT
- The Texas Lyceum: Board of Directors (2020-Present; Meeting Conference Chair 2025).
- Camino Real Regional Mobility Authority, Board Member (2023 Appointment).
- El Paso Bar Association: Past-President.
- El Paso Young Lawyers Association: Past President
- Mexican-American Bar Association of El Paso: Past President
- Big Brothers Big Sisters of El Paso: Board Chair; Secretary, Board Member (2014-19).
- Junior League of El Paso: Vice President-Communications; Public Relations/Marketing Chair; Resource Development Committee Co-Chair; Sustaining Member (current).
- The University of Texas at El Paso Alumni Association: Board of Directors, 2015-18.
- Leadership El Paso—Class 37, Greater El Paso Chamber of Commerce, 2015-16.

EDUCATION

University of Arizona-James E. Rogers College of Law, J.D., 2012
- *Journal of International and Comparative Law* (Staff Member; Note Editor).
- Legal Intern: Hon. David Briones, U.S. District Court for the Western District of Texas-El Paso; Division; Hon. Philip G. Espinosa, Arizona Court of Appeals- Division II.

The University of Texas at El Paso, B.A. Political Science, 2009 (*summa cum laude*)
- Legal Intern: Hon. Philip R. Martinez, U.S. District Court for the Western District of Texas-El Paso Division.

LANGUAGES

Fluent in English and Spanish.

ARTICLES AND PRESENTATIONS

Speaker: March, 2023: State Bar of Texas Paralegal Division District 16- Spring CLE Bootcamp, "Employment Overview and Update."

Speaker: February, 2019: El Paso Bar Association's 23rd Annual Civil & Criminal Trial Seminar, "Employment Law Update."

Speaker: November, 2018: NBI, Trial Preparation from Start to Finish for Paralegals, "Succeeding at Trial."

Speaker: April, 2017: Texas Association of Legal Professionals' 62nd Annual Educational Conference, "Employment Law."

Speaker: February, 2016: Lorman Education Services, "Texas Employment Law Update: Employee Handbooks, Social Media and Background Checks."

Speaker: February, 2015: El Paso Paralegal Association, "Social Media in the Workplace."

Speaker: February, 2015: SES, 9th Annual "Employment Law Update Beyond the Basics."

Speaker: October, 2014: Hotel Motel Association General Meeting, "Employment Law Update: Social Media in the Workplace."

Speaker: July, 2014: Camino Real Rotary Club, "Employment Law Update"

Speaker: February, 2014: Lorman Education Services, "Employment Law Update in Texas."

Co-Author: "Ask the Legal Professional-Labor and Employment Law" Column, *El Paso, Inc.*, 2014-2022.

Co-Author: ALFA International, Texas Employment Laws Compendium, 2013 and 2021.

Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Regular
Date of Council Meeting	
Name of Board	Camino Real Regional Mobility Authority

Agenda Posting Language

Reappointment of Christopher Lindner to the Camino Real Regional Mobility Authority by Mayor Renard U. Johnson.

Appointment Type	Regular

Member Qualifications

A person whose duties include daily operation and oversight of the Camino Real Regional Mobility Authority.

Nominee Name	Christopher Lindner
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 1
City Employed Relatives	N/A

Board Membership

CRMMA

Real estate owned in El Paso County

N/A

Previous Appointee	reappointment
Reason for Vacancy	Term Expired
Date of Appointment	05/26/26
Term Begins On	02/01/26
Term Expires On	02/01/28
Term	Second Term

CHRISTOPHER LINDNER, MHA, MSS, RN, NE-BC

[redacted]

SENIOR EXECUTIVE LEADER | REGIONAL INNOVATION & PARTNERSHIP STRATEGIST Transformational leader forging high-impact partnerships and advancing innovation ecosystems across healthcare, technology, and education. Skilled at convening government, academia, industry, and community to deliver measurable economic and social outcomes. Known for operationalizing visionary goals into sustainable, high-impact programs.

CORE COMPETENCIES

- Regional Innovation Strategy | Workforce Development | Commercialization Pathways
- Public–Private Partnerships | Cross-Sector Partnerships | Contract Structuring
- Strategic Planning | Program Design | OKRs/KPIs | Portfolio Management
- Stakeholder Engagement | Government Relations | Cross-Border Collaboration
- Operational Excellence | Revenue Cycle Transformation | Policy Alignment
- Governance | Fiscal Stewardship | Capital Projects | Risk & Compliance

SELECTED CAREER ACHIEVEMENTS

- Directed three concurrent federal healthcare initiatives — revenue cycle transformation (Fort Belvoir & A.T. Augusta Military Medical Center), enterprise analytics oversight for DHA J-5, and policy leadership for IHS EHR modernization, improving operational efficiency and fiscal outcomes while aligning with national priorities.
- Built multi-sector collaborations linking healthcare systems, higher education (including UTEP), start-ups, and government, resulting in funded programs, technology transfer, and expanded regional innovation capacity.
- Led regional healthcare innovation strategies enhancing workforce readiness, strengthening clinical research, and accelerating med-tech/biotech commercialization.
- Managed multi-million-dollar budgets and capital projects in complex healthcare organizations, ensuring on-time delivery, fiscal discipline, and stakeholder satisfaction.
- Drove organizational change in highly regulated environments, increasing stakeholder trust and cross-agency coordination during periods of significant change.

PROFESSIONAL EXPERIENCE

Director, Health Informatics — ***Koniag Government Services*** | *Telecommute | 2023–Present*

- Lead backlog resolution, process redesign, and cross-functional coordination for Revenue Cycle Optimization Contract at Fort Belvoir & A.T. Augusta.
- Direct ad hoc studies and KPI dashboards for DHA J-5 Analytics & Evaluation.
- Shape policy frameworks for IHS EHR Modernization to ensure interoperability and compliance.
- Advise on proposals and strategic growth initiatives as senior healthcare consultant.

Senior Director, Analytic Strategic Solution Advisors — ***Optum*** | *Telecommute | 2022–2023*

- Led national team supporting 175 hospital systems on revenue cycle optimization and clinical data integrity.

- Implemented technology and workflow solutions improving quality metrics, payment integrity, and patient outcomes.

Senior Director of Healthcare Programs — ***Medical Center of the Americas Foundation*** | *El Paso, TX | 2020–2022*

- Coordinated with UTEP, Texas Tech, Fort Bliss, the City of El Paso, and industry to expand the region's innovation footprint.
- Managed biotechnology and med-tech start-up support, campus development, and workforce initiatives.
- Secured funding from multiple sources, ensuring alignment with mission and ROI.
- Led COVID-19 response for the Foundation, collaborating with public, private, and academic institutions to ensure the region had adequate medical supplies, treatment plans, epidemiological tracking/trending solutions, and innovative testing/sterilization processes.

Deputy Commanding Officer — ***William Beaumont Army Medical Center*** | *El Paso, TX | 2016–2019*

- COO/Chief-of-Staff-level executive for Level III trauma teaching hospital.
- Directed $340M operating budget and $1.4B capital transition project, as well as more than 4,000 military, civilian, and contractor personnel.
- Built regional partnerships to enhance healthcare delivery and readiness.
- Engaged and synchronized medical readiness operations with the Mobilization Force Generation Installation requirements, utilizing military, public, private, and academic institution relationships to enhance National Defense programs in the region.

Commander — ***3rd Medical Recruiting Battalion*** | *Fort Knox, KY | 2013–2015*

- CEO of a regional medical recruiting agency for the Department of the Army, tasked with achieving recruitment goals for staffing doctors, dentists, physical therapists, pharmacists, veterinarians, nurses, and chaplains to serve on active-duty and the U.S. Army Reserves.
- Directed recruiting operations and mission for a nine-state region in the upper-midwestern United States with a multi-million-dollar budget and more than 300 active-duty, civilians, and contractors.
- Built regional partnerships to enhance relationships with key stakeholders within academic institutions and healthcare organizations to ensure local recruiters were able to achieve their assigned mission.
- Enabled the organization to become the first in the history of medical recruiting to achieve 100% of its assigned mission and fostered partnerships with sister-battalions to assist in accomplishing their assigned missions.

(Earlier leadership roles available upon request.)

EDUCATION

- Master of Strategic Studies (2016) — *U.S. Army War College*
- Master of Healthcare Administration (2005) — *Baylor University*
- Bachelor of Science in Nursing (1996) — *Lander University*

BOARD & COMMUNITY LEADERSHIP

- Boards: ReadyOne Industries; Conservation Society of El Paso
- Advisory: El Paso Chamber Healthcare Advisory Board; Military Veterans Advisory Board; Emergence Health Network Provider Network Advisory Council; First Baptist Church El Paso Deacon

RECEIVED
By City Clerk's Office at 5:51 pm, May 18, 2026

RESOLUTION

WHEREAS, by Resolution of March 13, 2007, the City Council of the City of El Paso created the Camino Real Regional Mobility Authority (CRRMA) and named its initial Board; and

WHEREAS, in accordance with Section 370.251 of the Texas Transportation Code and the City of El Paso's Petition and Request for Authorization to Form the Camino Real Regional Mobility Authority, as approved by the Texas Transportation Commission, the term for the CRRMA Board positions expire on February 1 of each year; and

WHEREAS, the terms for Position 1 and Position 5 are currently expired and Monica L. Perez and Christopher Lindner are occupying these positions as holdover members until such time as reappointments occur or new members are appointed to the positions; and

WHEREAS, in an effort to ensure the continuity of the CRRMA through the avoidance of any vacancies in City-appointed positions of the CRRMA Board, the City Council desires to make reappointments to Position 1 and Position 5, with an effective date of February 1, 2026.

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

That the City of El Paso hereby reappoints the following board members to the Camino Real Regional Mobility Authority Board for the positions identified below, effective February 1, 2026:

Monica L. Perez, Position 1, term expiring February 1, 2028.
Christopher Lindner, Position 5, term expiring February 1, 2028

APPROVED this ___ day of _____ 2026.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

26-CC&M-182 | Tran #3071 | Mayor and City Council
CRRMA- Monica L. Perez & Christopher Linder
RAB

File #: 26-0650, **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 7
Members of the City Council, Representative Limón, (915) 212-0007

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to authorize the expenditure of District 7 discretionary funds, in an amount not to exceed $845.00 for hygiene stations and an obstacle course for the 2026 Ralph T. Cloud-Bel Air Neighborhood Association Community Cookout at Ralph T. Cloud Park.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 05/26/2026

CONTACT PERSON NAME Lily Limón **PHONE NUMBER:** 9152120007

2nd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 4 Enhance El Paso's Quality of

SUBGOAL: 4.2 Create innovative recreational,

SUBJECT:

Discussion and action on a Resolution to authorize the expenditure of District 7 discretionary funds, in an amount not to exceed $845.00 for hygiene stations and an obstacle course for the 2026 Ralph T. Cloud-Bel Air Neighborhood Association Community Cookout at Ralph T. Cloud Park.

COMMUNITY AND STAKEHOLDER OUTREACH:

Our office has been in coordination with the Ralph T. Cloud-Bel Air Neighborhood Association in preparation for this event.

BACKGROUND / DISCUSSION:

The proposed expenditures will support key event needs.

PRIOR COUNCIL ACTION:

In the past, council has approved discretionary fund expenditures in support of events located in each district.

AMOUNT AND SOURCE OF FUNDING:

$845.00 from the District 7 discretionary funds account.

RESOLUTION

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

That the City Council declares that the expenditure of District 7 discretionary funds, in an amount not to exceed $845.00, to support the Ralph T. Cloud-Bel Air Community Neighborhood Association Community Cookout, including but not limited to, rental supplies, serves the municipal purpose of fostering a positive community atmosphere, supporting local initiatives, and enhancing the overall quality of life for El Paso residents; and

That the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

That the City Manager, or designee, be authorized to return any unspent funds related to this project to the District 7 Discretionary Fund Account, with all such funds to be returned no later than December 31, 2026.

APPROVED this ____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

File #: 26-0656, **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 Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

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

Discussion and action to adopt as a general policy direction of the City of El Paso that future development of hyperscale data centers should not be actively recruited, pursued, or incentivized due to their misalignment with the City's long-term sustainability and infrastructure resilience goals; that hyperscale data centers shall not be considered for tax abatements, rebates, permit fee waivers, public financing assistance, economic development grants, or similar economic development tools; and that the policy directions effectuated by this action remain in effect until and unless reversed by the City Council. Further, directing the City Manager to continue the ongoing process for the development of a future-focused Data Center Policy Framework for consideration by the City Council.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

CITY OF EL PASO
City Clerk

REVISED
10:59 am, May 19, 2026

DEPARTMENT: Mayor and Council

AGENDA DATE: 05/26/2026

CONTACT PERSON NAME Rep. Chris Canales **PHONE NUMBER:** (915)212-0008

2nd CONTACT PERSON **PHONE NUMBER:** -

3rd CONTACT PERSON **PHONE NUMBER:** -

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 Nurture & Promote a Helathy,

SUBGOAL: -

SUBJECT:

Discussion and action to adopt as a general policy direction of the City of El Paso that future development of hyperscale data centers should not be actively recruited, pursued, or incentivized due to their misalignment with the City's long-term sustainability and infrastructure resilience goals; that hyperscale data centers shall not be considered for tax abatements, rebates, permit fee waivers, public financing assistance, economic development grants, or similar economic development tools; and that the policy directions effectuated by this action remain in effect until and unless reversed by the City Council. Further, directing the City Manager to continue the ongoing process for the development of a future-focused Data Center Policy Framework for consideration by the City Council.

COMMUNITY AND STAKEHOLDER OUTREACH:

The City held the following community meetings to gather public input on the development of a Data Center Policy Framework that will help guide future decisions related to data center development in El Paso:

• Monday, March 23, 2026 at Don Haskins Recreation Center
• Wednesday, March 25, 2026 at Veterans Recreation Center

BACKGROUND / DISCUSSION:

This proposed action comes amid increasing public concern in El Paso regarding the long-term impacts of hyperscale data center development, particularly AI-oriented facilities with unusually high demands for electricity, water, and supporting infrastructure. Prior to the advent of generative AI, data centers were historically viewed primarily through the lens of economic development and technological investment. Recent discourse both in El Paso and nationally has increasingly focused on the environmental, infrastructure, and fiscal implications of hyperscale data center facilities

PRIOR COUNCIL ACTION:

On February 17, 2026, El Paso City Council directed the City Manager to develop a proposed Data Center Policy Framework for the City of El Paso. As directed by Council, the framework shall:

• Prioritize community engagement, utility providers, and local, state, and regional government in implementation

AMOUNT AND SOURCE OF FUNDING:

N/A

File #: 26-0620, **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
Urban Planning and Design Division, Kasi Schnell, (915) 235-0772
Urban Planning and Design Division, Alex Hoffman, (915) 212-1564

AGENDA LANGUAGE:

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

This presentation will provide an overview of the engagement process that informed the proposed updates to the Future Land Use Map.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Urban Planning & Design Division

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Kasi Schnell, Comprehensive Plar **PHONE NUMBER:** (915) 235-0772

2nd CONTACT PERSON NAME: Alex Hoffman, Assistant Director **PHONE NUMBER:** 915-212-1564

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

This presentation will provide an overview of the engagement process that informed the proposed updates to the Future Land Use Map.

ISSUE STATEMENT:

As part of the comprehensive plan's deliverables, one of the key policies for consideration is the Future Land Use Map (FLUM). This presentation will provide the City Council with an update focusing on the FLUM, outlining how this policy is operationalized at the city and a summary of the engagement process that informed the proposed updates to the FLUM. Finally, next steps will be to gather final input and move towards adoption in early Fall 2026.

BACKGROUND:

On June of 2023, the El Paso City Council approved the contract initiating Envision El Paso, an update to the former comprehensive plan, Plan El Paso. Beginning in early 2024, the Urban Planning and Design Division commenced work on the plan's development. In the first phase of the project, significant public engagement was conducted throughout the year to identify key themes, priorities, and policies as identified by residents and key stakeholders.

The Future Land Use Map (FLUM) was developed through a series of 27 community workshops, input on engagement from a citizen working group, and continual conversations with city departments and local stakeholders. This presentation provides an overview to that process and the incorporation of input to the proposed updates of the FLUM.

COUNCIL OPTIONS:

3. No MOTION needed

COMMITTEE REVIEW AND/OR RECOMMENDATION:

Presented to City Plan Commission on May 21, 2025

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

2024 Engagement Summary, compiled summary of engagement completed in 2024 to inform community priorities, goals and land use updates
2024-2025- Engagement schedule of dates of meetings
2025 FLUM Engagement Summaries Ph II: broken down by district, summaries from 2025 workshops highlighting top themes
2025 Workshop Sign-In Ph II- participant sign in

RELATED CITY POLICIES:

Future Land Use Map

PRIOR COUNCIL ACTION:

We brought a FLUM update to Work Session on October 27, 2025 to get input on further engagement.

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:

Total Amount: $1,499,628.00
Funding Source: 2020 CIP
The project is fully budgeted

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

2024 Engagement Summary
2025 FLUM Engagement Summaries Ph II
2025 FLUM Engagement Summaries Ph III
2025 Workshop Sign-In Ph II
2025 Workshop Sign-In Ph III
2024-2025 FLUM Engagement Meetings - Dates

FOR MORE INFORMATION:

Kasi Schnell (915) 235-0772 schnellk@elpasotexas.gov

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

SIGNATURE: _____

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

File #: 26-0639, **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.

Management Update on a cross-functional team focused on anti-littering and illegal dumping for the City of El Paso.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Environmental Services Department

AGENDA DATE: 5/27/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Nicholas Ybarra **PHONE NUMBER:** 915-212-6000

2nd CONTACT PERSON NAME: Gilbert Guerrero, Assistant Directc **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Management Update on a cross-functional team focused on anti-littering and illegal dumping for the City of El Paso.

ISSUE STATEMENT:

The anti-littering cross functional team consisting of Code, El Paso Police, Environmental Services, Legal, Public Information Office and Streets and Maintenance was directed to provide background on illegal dumping and analyze options that deter illegal dumping, to review penalties, to develop an outreach and education campaign and to formalize ways in which citizens can more easily access safe, legal disposal options.

BACKGROUND:

On February 3rd, 2026, Council directed the City Manager, in coordination with the City Attorney, to develop a comprehensive anti-littering strategy that combines public education, formalized community partnerships and structured disposal access for volunteer cleanup organizations operating within City limits.

On February 16, 2026 Recker's Outreach, which includes programs consisting of Keep El Paso Beautiful and Reconnecting with the Disconnected, presented a PowerPoint presentation on volunteer abatement efforts.

COUNCIL OPTIONS:

No motion required.
Council may recommend Departments proceed as described.
Council may recommend Departments conduct further research and present alternatives at a future meeting.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

n/a

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

n/a

RELATED CITY POLICIES:

9.04.670 - Litter and illegal dumping prohibited and 9.04.860 - Weeds and vegetation prohibited

PRIOR COUNCIL ACTION:

n/a

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:

There is currently no funding requesting at this time

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

n/a

NAME	AMOUNT ($)

ATTACHMENTS:

Presentation overview anti-littering/illegal dumping cross functional team.

FOR MORE INFORMATION:

Nicholas Ybarra 9152126025 ybarrann@elpasotexas.gov

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

SIGNATURE: Nicholas N. Ybarra, P.E.

Digitally signed by Nicholas N. Ybarra, P.E.
Date: 2026.05.12 14:47:50 -06'00'

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

File #: 26-0632, **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
Strategic and Legislative Affairs, Ian Voglewede, (915) 212-1299

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 2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program to the following suppliers: 1) The George E. Brown United States Mexico Foundation for Science, Inc., 2) National Center for Defense Manufacturing and Machining, 3) El Paso Community College District, 4) El Paso Community Foundation, 5) Alma Edilia Corona Garcia, 6) Laura P. Butler dba Pioneers 21 for the term of the grant for a total estimated amount of $9,467,394.15.

Department:	Strategic and Legislative Affairs
Item:	**Task 1**
Award to Supplier 1:	The George E. Brown United States Mexico Foundation for Science, Inc.
City & State:	Washington, DC
Award to Supplier 2:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$967,394.15
Item:	**Task 2**
Award to Supplier 1:	El Paso Community College District
City & State:	El Paso, TX
Award to Supplier 2:	National Center for Defense Manufacturing and Machining

City & State:	Johnstown, PA
Task Estimated Award:	$1,000,000.00
Item:	**Task 3**
Award to Supplier 1:	The George E. Brown United States Mexico Foundation for Science, Inc.
City & State:	Washington, DC
Award to Supplier 2:	El Paso Community Foundation
City & State:	El Paso, TX
Task Estimated Award:	$2,000,000.00
Item:	**Task 4**
Award to Supplier 1:	Alma Elidia Corona Garcia
City & State:	El Paso, TX
Award to Supplier 2:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$2,000,000.00
Item:	**Task 5**
Award to Supplier 1:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$1,300,000.00

Item:	**Task 6**
Award to Supplier 1:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$900,000.00
Item:	**Task 7**
Award to Supplier 1:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Award to Supplier 2:	Laura P. Butler dba Pioneers 21
City & State:	El Paso, TX
Task Estimated Award:	$1,300,000.00
Total Estimated Award:	$9,467,394.15
Account(s):	105 - 2223 - 11505 - G0526BBBRC
Funding Source(s):	Strategic & Legislative Affairs Grants - Build Back Better Regional Challenge
District(s):	All

This was a Request for Proposals Procurement for new contracts.

The Purchasing and Strategic Sourcing and Strategic and Legislative Affairs Departments recommend award as indicated to 1) The George E. Brown United States Mexico Foundation for Science, Inc., 2) National Center for Defense Manufacturing and Machining, 3) El Paso Community College District, 4) El Paso Community Foundation, 5) Alma Edilia Corona Garcia, 6) Laura P. Butler dba Pioneers 21 the highest ranked offerors based on the evaluation factors established in the evaluation criteria for each task.

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.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

REVISED
11:45 am, May 19, 2026

DEPARTMENT/COUNCIL OFFICE: Strategic & Legislative Affairs
AGENDA DATE: May 26, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Ian Voglewede, Strategic & Legislative Affairs **PHONE NUMBER:**(915) 212-1299
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
Discussion and action on the award of solicitation 2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program to the following suppliers: 1) The George E. Brown United States Mexico Foundation for Science, Inc., 2) National Center for Defense Manufacturing and Machining, 3) El Paso Community College District, 4) El Paso Community Foundation, 5) Alma Edilia Corona Garcia, 6) Laura P. Butler dba Pioneers 21 for the term of the grant for a total estimated amount of $9,467,394.15.

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City & State:	Johnstown, PA
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City & State:	Johnstown, PA
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City & State:	Johnstown, PA
Task Estimated Award:	$1,300,000.00

Item:	**Task 6**
Award to Supplier 1:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$900,000.00
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Award to Supplier 1:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
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City & State:	El Paso, TX
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Total Estimated Award:	$9,467,394.15
Account(s)	105 – 2223 – 11505 – G0526BBBRC
Funding Source(s):	Strategic & Legislative Affairs Grants – Build Back Better Regional Challenge
District(s):	All

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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.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

ISSUE STATEMENT:

City Council is asked to approve the award of new contracts for Professional Services for Build Back Better Regional Challenge, Advanced Manufacturing and Aerospace and Defense Incubation Program. These contracts will allow the City of El Paso and UTEP to create a business incubator supporting small and medium manufacturers in El Paso County in creating new high-paying jobs and securing workforce training, industry certifications, and business credentials necessary to compete for contracts in targeted sectors including advanced manufacturing, commercial aerospace, and the defense industry.

BACKGROUND:

The Build Back Better Regional Challenge Advanced Manufacturing, Aerospace, and Defense Incubator Program will support the City of El Paso and UTEP in strengthening the region's aerospace and defense manufacturing ecosystem through professional and technical services. The project will help small and medium manufacturers enter and advance within defense and aerospace supply chains by supporting supplier readiness, business growth, workforce development, AS9100, ISO 9001, CMMC, ITAR, cybersecurity, export compliance, facility readiness, and prime contractor qualification activities. The program is intended to position El Paso as a long-term regional hub for advanced manufacturing, defense industry resilience, and economic diversification. Below are the tasks to be completed under the award of this contract:

Task 1- Advanced Manufacturing, Aerospace, and Defense Program Development
Task 2- Talent Acquisition and Development
Task 3- Business Fundamentals and Business Growth
Task 4- Supplier Development and Manufacturing Certification Readiness: Assessment and Improvement Planning
Task 5- Supplier Development and Manufacturing Certification Readiness: Compliance and Cybersecurity Training
Task 6- Supplier Development and Manufacturing Certification Readiness: Facility and Digital Infrastructure Support
Task 7- Supplier Development and Manufacturing Certification Readiness: Prime Contractor Engagement and Qualification

Solicitation was advertised on January 20, 2026 and January 27, 2026. The solicitation was posted on City website on January 20, 2026. There were a total fifty-one (51) viewers online; seven (7) proposals were received; four (4) from local suppliers.

Contract Variance: Not Applicable

No protest received for this requirement.

COUNCIL OPTIONS:

1. Award the contracts as recommended;
2. Deny award if Council determines such action is in the best interest of the City;
3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law; or
4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

City staff met with program stakeholders regularly, including UTEP, El Paso County, other public agencies including the U.S. Economic Development Administration, and dozens of small and medium manufacturers that would participate in the program.

A pre-proposal meeting was held on January 28, 2026. Twelve (12) suppliers were in attendance.

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

On October 14, 2025, City Council approved a resolution authorizing the mayor to sign an Interlocal Agreement with the University of Texas at El Paso for the Build Back Better Regional Challenge grant.

LEGAL REVIEW:

☑ Legal counsel reviewed as part of the Council packet

☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:

Amount: $9,467,394.15
Funding Source: Strategic & Legislative Affairs Grants – Build Back Better Regional Challenge

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	

ATTACHMENTS:

1. Committee Scoresheet
2. Tabulation
3. Views List

FOR MORE INFORMATION:

Omar Martinez	915-479-0341	MartinezOL@elpasotexas.gov

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

SIGNATURES:

Stephen Ian Voglewede

Ian Voglewede – Director of Strategic and Legislative Affairs

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

CITY OF EL PASO RFP SCORESHEET - TASK 1

PROJECT: 2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program

Evaluation of Submittal

	MAX POINTS	The George E. Brown United States Mexico Foundation For Science, Inc.	National Center for Defense Manufacturing and Machining	LJA Engineering, Inc.	Laura P. Butler dba Pioneers 21
Project Manager and Team Experience	40	38.73	37.93	35.80	28.00
Project Understanding and Approach	40	35.03	37.23	32.97	25.57
Price of Services	20	20.00	6.39	9.22	7.24
TOTAL SCORE	100	93.76	81.55	77.99	60.81
Rank		1	2	3	4

CITY OF EL PASO RFP SCORESHEET - Task 2			
PROJECT:	2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program		
Evaluation of Submittal			
	MAX POINTS	El Paso Community College	National Center for Defense Manufacturing and Machining
Project Manager and Team Experience	40	38.27	38.87
Project Understanding and Approach	40	35.30	36.73
Price of Services	20	20.00	5.11
TOTAL SCORE	100	93.57	80.71
Rank		1	2

CITY OF EL PASO RFP SCORESHEET - Task 3

PROJECT: 2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program

Evaluation of Submittal

	MAX POINTS	The George E. Brown United States Mexico Foundation For Science, Inc.	El Paso Community Foundation	National Center for Defense Manufacturing and Machining	Laura P. Butler dba Pioneers 21
Project Manager and Team Experience	40	38.53	37.00	39.00	29.20
Project Understanding and Approach	40	36.83	35.47	37.80	26.40
Price of Services	20	20.00	10.69	2.92	8.23
TOTAL SCORE	100	95.36	83.16	79.72	63.83
Rank		1	2	3	4

CITY OF EL PASO RFP SCORESHEET - Task 4			
PROJECT:	2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program		
Evaluation of Submittal			
	MAX POINTS	Alma Edilia Corona Garcia	National Center for Defense Manufacturing and Machining
Project Manager and Team Experience	40	38.53	37.33
Project Understanding and Approach	40	37.77	37.90
Price of Services	20	20.00	9.78
TOTAL SCORE	100	96.30	85.01
Rank		1	2

CITY OF EL PASO RFP SCORESHEET - Task 5		
PROJECT:	2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program	
Evaluation of Submittal		
	MAX POINTS	National Center for Defense Manufacturing and Machining
Project Manager and Team Experience	40	37.47
Project Understanding and Approach	40	37.97
Price of Services	20	20.00
TOTAL SCORE	100	95.43
Rank		1

CITY OF EL PASO RFP SCORESHEET - Task 6		
PROJECT:	2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program	
Evaluation of Submittal		
	MAX POINTS	National Center for Defense Manufacturing and Machining
Project Manager and Team Experience	40	37.33
Project Understanding and Approach	40	35.97
Price of Services	20	20.00
TOTAL SCORE	100	93.30
Rank		1

CITY OF EL PASO RFP SCORESHEET - Task 7			
PROJECT:	2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program		
Evaluation of Submittal			
	MAX POINTS	National Center for Defense Manufacturing and Machining	Laura P. Butler dba Pioneers 21
Project Manager and Team Experience	40	38.47	28.47
Project Understanding and Approach	40	37.03	29.13
Price of Services	20	13.56	20.00
TOTAL SCORE	100	89.06	77.60
Rank		1	2

City of El Paso
Request for Proposals Tabulation

Title: Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program

Solicitation Number: 2026-0247R

Bid Opening: February 25, 2026

Department: Strategic and Legislative Affairs

Offerors Name:	Location:	Amendment(s) Acknowledged:
El Paso Community College District	El Paso, TX	Yes
El Paso Community Foundation	El Paso, TX	Yes
The George E. Brown United States Mexico Foundation for Science Inc.	Washington, DC	Yes
Alma Edilia Corona Garcia	El Paso, TX	Yes
LJA Engineering, Inc.	Houston, TX	Yes
National Center for Defense Manufacturing and Machining	Johnstown, PA	Yes
Laura P. Buttler dba Pioneers 21	El Paso, TX	Yes

Solicitation Invites: 2,988 Local Bids Solicited: 812 Proposals Received: 7 Local Proposals Received: 4 No Bid: 13

2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program Views List			
	Participant Name	City	State
1	El Paso Community College (El Paso County Community College District)	El Paso	TX
2	El Paso Community Foundation	El Paso	TX
3	ISO el paso	el paso	TX
4	LJA Engineering, Inc.	El Paso	TX
5	National Center for Defense Manufacturing and Machining	Johnstown	PA
6	FUMEC (The George E. Brown United States Mexico Foundation for Science Inc.)	WASHINGTON	DC
7	PIONEERS 21	El Paso	TX
8	Tall City Cyber LLC	Midland	TX
9	RTS Tactical (Ambitec INC)	MIAMI	TX
10	StageSpot / Olden Lighting (We Get Lit)	Austin	TX
11	MP Healthcare Medical Supply (Procare Mobility and Medical Supply)	San Antonio	TX
12	Zeraus Iluminacion	El Paso	TX
13	Crisis Prevention Institute, Inc.	Milwaukee	WI
14	Allometrics Inc.	Webster	TX
15	Blick Art Materials LLC	Galesburg	IL
16	Delegard Tool of Texas	Houston	TX
17	Electrical Power Products, Inc.	Des Moines	IA
18	GOOGOZ.COM, INC.	Walnut Creek	CA
19	Textbook Warehouse (Textbook Warehouse, LLC)	Alpharetta	GA
20	Bound Tree Medical, LLC	Chicago	IL
21	915 Gypsy LLC	El Paso	TX
22	Acceleration Reach Transition, LLC	Kyle	TX
23	AERO Specialties, Inc. (Rose)	Boise	ID
24	Bath Group, LLC	Corpus Christi	TX
25	C&C Industrial soltions LLC (C&C Industrial solutions LLC)	El Paso	TX
26	CFP Engineering & Solutions (Gilbert Esparza)	El Paso	TX
27	City of El Paso Accounting	El Paso	TX
28	CMG Construction | Project Management Group	El Paso	TX
29	Construction Reporter	Albuquerque	NM
30	data center warehouse llc	laguna hills	CA
31	DSEngineering, PLLC	El Paso	TX
32	EHG Alloy Group	morrisville	NC
33	El Paso CWI & NDE Inspection Services, LLC	El Paso	TX
34	Exigo Architecture, LLC	El Paso	TX
35	Foresight AI Partners	El Paso	TX
36	FRENCH Real Estate Appraisal Firm (FRENCH Real Estate Appraisal Firm LLC)	Fabens	TX
37	Green Point Property Company (GPPC, LLC)	Dallas	TX
38	Huitt-Zollars, Inc.	El Paso, TX	TX
39	INNOVEI TECHNOLOGIES	EL PASO	TX
40	Lucero Scrap LLC	El Paso	TX
41	MILLER PRO AUDIO, LLC	Del Valle	TX
42	Mirador Enterprises, Inc. (Mirador Enterprises)	EL PASO	TX
43	MNK Architects	El Paso	TX
44	MTST Distribution LLC	Albuquerque	NM
45	Phi-Tech, LLC.	El Paso	TX
46	Powers & Co. Media	El Paso	TX
47	Reed and Associates LLC DBA Go-to-Market Solutions	HUNTSVILLE	AL
48	Rio Grande Council of Governments	El Paso	TX
49	Rolando Vivas	EL PASO	TX
50	Texas Space Coalition	Augusta	GA
51	WSP USA INC.	New York	NY

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	The George E Brown United States/Mexico Foundation for Science, Inc.
Business Name	FUMEC
Agenda Item Type	Contract Award
Relevant Department	Strategic and Legislative Affairs

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: February 17, 2026

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.**

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"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.
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Contributor / Donor Information:

Full Name	Laura P. Butler
Business Name	Pioneers 21
Agenda Item Type	Contract Award
Relevant Department	Strategic and Legislative Affairs

OiiSclo.s1111rn Affirmation: Alease ohedk the appropriate lJo,x below to indicate wheiher yo1J1 hla.ve made campaign oontrilJutiolliSor donations totaHng a111 aggregate of 5'00 or more to any City Counc€ member(s) d'urtng thlei cam;paign(s) or term(s) of Ccty office speoiliedlin Section 2.9'2.080 of the Bl Paso,Muntoipal Code.

☒ I h€ve NOI made campaign oontrilJutiolliSo:r donatrons totaHng an aggregate of $500 or more to any City Council member(s) during their campaign(s),or term(s) of/ Oily office, as speoiliedl[III Sieotion 2.9'2.0HOof1he Bl Paso Municipal Oode.

OR

☐ I have mad,ecampaign co:ntri··uti:ons of $500 or more to the rO owing Ci11y Ooum:Il membe r(s) during the r campaign(s) or term(s) of City office:

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

lleola:rntiom:: I llereby affirm that the intormQtion pmvided in 1hiis d'isdostJre form is true andl accurate to tile best of my lmowledge_I understand that 1hiis d'isclostJre iis required by TItle 2, Chapter 2.92 of the Bl Paso Municipal Oode and is sllbteot to verification by 1he c[tiyautllon1tes,_Further, llunde:1Sta:md that upon submission of thiis form I must disolose illiilrY subs,eque,rnt coliltribuUons o-r donatioms prior to ttle relevamt ooulilcil me,eimg date.,

S-ignatl!lre: Laura P. Butler [late: 2.5.26.

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	Alma Edilia Corona Garcia
Business Name	Alma Edilia Corona Garda
Agenda Item Type	Contract Award
Relevant Department	Strategic and Legislative Affairs

OliSclo.s1111m Affirmation: Alease ohedk the appropriate IJo,x below to indicate wheiher yo1J1 hla.ve made·campaign oontrilJutiolliSor donations totaHng a111 aggregate of 5'00 or more to any City Counc◆ member(s) d'urtng thlei cam;paign(s) or term(s) of Ccty office speoiliedlin Section 2.9'2.080 of the BlPaso,MuntoipalCode.

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OR

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S-ignatlllre: _____ [late: 2-24-26

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Contributor / Donor Information:

Full Name	Melisa Montemayor, LGPP
Business Name	LJA Engineering, Inc.
Agenda Item Type	Contract Award
Relevant Department	Strategic and Legislative Affairs

OiiSclo.s1111rn Affirmation: Alease ohedk the appropriate lJo,x below to indicate wheiher yo1J1 hla.ve made·campaign oontrilJutiolliSor donations totaHng a111 aggregate of 5'00 or more to any City Counc• member(s) d'urtng thlei cam;paign(s) or term(s) of Ccty office speoiliedlin Section 2.9'2.080 of the Bl Paso,Muntoipal Code.

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S-ignatl!lre: _____ [late: 02/25/2026

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Contributor / Donor Information:

Full Name	Kathrin Berg
Business Name	El Paso Community Foundation
Agenda Item Type	Contract Award
Relevant Department	Strategic and Legislative Affairs

OiiSclo.s1111rn Affirmation: Alease ohedk the appropriate IJo,x below to indicate wheiher yo1J1 hla.ve made·campaign oontrilJutiolliSor donations totaHng a111 aggregate of 5'00 or more to any City Counc◆ member(s) d'urtng thlei cam;paign(s) or term(s) of Ccty office speoiliedlin Section 2.9'2.080 of the Bl Paso,Muntoipal Code.

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S-ignatl!lre:- Kathrin Berg [late: Feb. 11, 2026

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Contributor / Donor Information:

Full Name	Robert T. Elliott
Business Name	El Paso Community College
Agenda Item Type	Contract Award
Relevant Department	Strategic and Legislative Affairs

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Contributor / Donor Information:

Full Name	
Business Name	National Center for Defense Manufacturing & Machining (NCDMM)/El Paso Makes
Agenda Item Type	**Contract Award**
Relevant Department	**Strategic & Legislative Affairs**

2026-0247RProfessional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program

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: 2/12/2026

File #: 26-0617, **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
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Streets and Maintenance, Randy Garcia, (915) 212-7000

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 2026-0201 Barricade Rental Services to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign for an initial term of three (3) years for an estimated amount of $1,368,008.00. The award also includes a two (2) year option for an estimated amount of $912,005.34. The total contract time is for five (5) years for a total estimated amount of $2,280,013.34.

Department:	Streets and Maintenance
Award to:	Contractor's Barricade Service, Inc. dba Apache Barricade & Sign
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$456,002.67
Initial Term Estimated Award:	$1,368,008.00
Option Term Estimated Award:	$912,005.34
Total Estimated Award	$2,280,013.34
Account(s):	532 - 1000 - 32120 - 532030 - P3210
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance departments recommend award as indicated to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign, 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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Streets and Maintenance
AGENDA DATE: May 26, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Randy Garcia, Streets and Maintenance **PHONE NUMBER:**(915) 212-7000
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
Discussion and action on the award of Solicitation 2026-0201 Barricade Rental Services to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign for an initial term of three (3) years for an estimated amount of $1,368,008.00. The award also includes a two (2) year option for an estimated amount of $912,005.34. The total contract time is for five (5) years for a total estimated amount of $2,280,013.34.

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ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for Barricade Rental Services. This contract will allow for the continued support of safe and efficient traffic control operations by ensuring the availability of compliant barricades and related devices necessary for Streets and Traffic Operations activities, including maintenance, construction, and emergency response.

BACKGROUND:
This contract ensures that the City maintains a reliable source for barricade rental services to support safe and compliant work zones for maintenance and operational activities within the public right-of-way. These services support roadway maintenance, traffic signal work, emergency repairs, special events, and other field operations in accordance with TMUTCD requirements.

Solicitation was advertised on February 3, 2026 and February 10, 2026. The solicitation was posted on City website on February 3, 2026. There were a total twenty-seven (27) viewers online; Two (2) bids were received; both from local suppliers.

An Inadequate Competition Survey was conducted indicating the following:

1. Could not meet specifications,
2. Does not have equipment, and;
3. Not interested

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $618,045.84, which represents a 37.19% increase due to:

1. Additional Group F for "Chain Link Fence Installations and Repairs" added to the scope of work
2. Average price increases from $106.22 to $114.06
3. Annual quantity increase from 13,160 to 15,792

No protest received for this requirement.

COUNCIL OPTIONS:

1. Award the contract as recommended;
2. Deny award if Council determines such action is in the best interest of the City;
3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law; or
4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on February 11, 2026. Two (2) suppliers were in attendance.

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

On August 3, 2021 Council approved current contract 2021-1127 to Leedsman Construction Inc. dba Traffic Control Specialists Sales & Rentals for a three (3) year term and two (2) year option to extend the contract for a total amount of $1,661,967.50.

On September 12, 2023 Council approved a change order to increase contract 2021-1127 by an amount of $241,795.13.

On March 3, 2026 Council approved a change order to increase contract 2021-1127 by an amount of $165,896.75.

LEGAL REVIEW:

☑ Legal counsel reviewed as part of the Council packet

☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:

Amount: $1,368,008.00
Funding Source: General Fund

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	

ATTACHMENTS:

1. Tabulation
2. View List
3. Inadequate Competition Survey

FOR MORE INFORMATION:

Randy Garcia	915-212-7000	GarciaRX5@elpasotexas.gov

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

SIGNATURES:

Randy Garcia – Director of Streets and Maintenance

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

City of El Paso

Bid Tabulation Form

Bid Title: Barricade Rental Services | Solicitation Number: 2026-0201

Bid Date: March 4, 2026 | Department: Streets and Maintenance

	Contractor's Barricade Service, Inc dba Apache Barricade & Sign El Paso, TX	Leedsmann Construction Inc. dba TCS El Paso, TX
	Bidder 1 of 2	Bidder 2 of 2

Group A: Traffic Control Barricade

Item No.	Description	Unit of Measure	Annual Estimated Quantity	Unit Price	Estimated Annual Amount C=AXB	Estimated 3 -Year Total D=CX3	Unit Price	Estimated Annual Amount C=AXB	Estimated 3 -Year Total D=CX3
			(A)	(B)	(C)	(D)	(B)	(C)	(D)
1	Sign Stand - Regular	Daily	120	$0.25	$30.00	$90.00	$0.60	$72.00	$216.00
2	Sign Stand - 4 Foot X 4 Foot	Daily	120	$0.25	$30.00	$90.00	$0.60	$72.00	$216.00
3	Sign, Less Than 48" Reflective	Daily	120	$0.25	$30.00	$90.00	$0.70	$84.00	$252.00
4	Sign, 48" Reflective	Daily	120	$0.25	$30.00	$90.00	$0.70	$84.00	$252.00
5	Portable Light Towers	Daily	30	$50.00	$1,500.00	$4,500.00	$50.00	$1,500.00	$4,500.00
6	Reflective Barrel Engineer Grade	Daily	1800	$0.25	$450.00	$1,350.00	$0.60	$1,080.00	$3,240.00
7	Reflective Barrel High Intensity	Daily	3000	$0.25	$750.00	$2,250.00	$0.60	$1,800.00	$5,400.00
8	Truck Mounted Attenuators	Daily	30	$195.00	$5,850.00	$17,550.00	$355.00	$10,650.00	$31,950.00
9	28 Inch Cones - 10 Pound	Daily	1800	$0.25	$450.00	$1,350.00	$0.45	$810.00	$2,430.00

City of El Paso

Bid Tabulation Form

Bid Title: Barricade Rental Services | Solicitation Number: 2026-0201

Bid Date: March 4, 2026 | Department: Streets and Maintenance

				Contractor's Barricade Service, Inc dba Apache Barricade & Sign El Paso, TX			Leedsmann Construction Inc. dba TCS El Paso, TX		
				Bidder 1 of 2			Bidder 2 of 2		
10	Flags	Daily	1200	$0.10	$120.00	$360.00	$0.00	$0.00	$0.00
11	Type Iii Barricade	Daily	1800	$0.95	$1,710.00	$5,130.00	$1.85	$3,330.00	$9,990.00
12	Three (3) Foot Barricade And Light	Daily	60	$0.25	$15.00	$45.00	$0.00	$0.00	$0.00
13	Twelve (12) Foot Barricade And Light	Daily	24	$0.25	$6.00	$18.00	$1.85	$44.40	$133.20
14	Eighteen (18) Foot Barricade And Light	Daily	24	$0.25	$6.00	$18.00	$0.00	$0.00	$0.00
15	Vertical Panel	Daily	24	$0.25	$6.00	$18.00	$0.60	$14.40	$43.20
16	Sandbags	Daily	600	$1.25	$750.00	$2,250.00	$0.29	$174.00	$522.00
17	Barricade Lights, 6 Volt (Only)	Daily	60	$0.25	$15.00	$45.00	$0.00	$0.00	$0.00
18	Safety Fencing (Orange Plastic Mesh 4' X 100 Roll)	Daily	60	$2.00	$120.00	$360.00	$0.75	$45.00	$135.00
19	Safety Water Barrier (Empty)	Daily	90	$2.00	$180.00	$540.00	$5.00	$450.00	$1,350.00
20	Arrow Board	Daily	300	$15.00	$4,500.00	$13,500.00	$18.00	$5,400.00	$16,200.00
21	Message Board - Small	Daily	300	$25.00	$7,500.00	$22,500.00	$30.00	$9,000.00	$27,000.00

City of El Paso

Bid Tabulation Form

Bid Title: Barricade Rental Services | Solicitation Number: 2026-0201

Bid Date: March 4, 2026 | Department: Streets and Maintenance

				Contractor's Barricade Service, Inc dba Apache Barricade & Sign El Paso, TX			Leedsmann Construction Inc. dba TCS El Paso, TX		
				Bidder 1 of 2			Bidder 2 of 2		
22	Message Board - Large	Daily	120	$25.00	$3,000.00	$9,000.00	$30.00	$3,600.00	$10,800.00
			Group A Total:		$27,048.00	$81,144.00		$38,209.80	$114,629.40

Group B: The Following Equipment Is For A State of Right of Way - High Intensity Items Requested Services To Be Performed On State Owned Right of Way

Item No.	Description	Unit of Measure	Annual Estimated Quantity	Unit Price	Estimated Annual Amount C=AXB	Estimated 3 -Year Total D=CX3	Unit Price	Estimated Annual Amount C=AXB	Estimated 3 -Year Total D=CX3
			(A)	(B)	(C)	(D)	(B)	(C)	(D)
1	One Lane Closure - Regular Hours	Daily	60	$140.00	$8,400.00	$25,200.00	$170.00	$10,200.00	$30,600.00
2	One Lane Closure - Overnight	Daily	60	$140.00	$8,400.00	$25,200.00	$180.00	$10,800.00	$32,400.00
3	Two Lane Closure - Regular Hours	Daily	60	$170.00	$10,200.00	$30,600.00	$220.00	$13,200.00	$39,600.00
4	Two Lane Closure - Overnight	Daily	60	$170.00	$10,200.00	$30,600.00	$250.00	$15,000.00	$45,000.00
5	Three Lane Closure - Regular Hours	Daily	60	$320.00	$19,200.00	$57,600.00	$355.00	$21,300.00	$63,900.00
6	Three Lane Closure - Overnight	Daily	60	$320.00	$19,200.00	$57,600.00	$355.00	$21,300.00	$63,900.00
7	Full Closure - Regular Hours	Daily	60	$670.00	$40,200.00	$120,600.00	$625.00	$37,500.00	$112,500.00

City of El Paso

Bid Tabulation Form

Bid Title: Barricade Rental Services | Solicitation Number: 2026-0201

Bid Date: March 4, 2026 | Department: Streets and Maintenance

				Contractor's Barricade Service, Inc dba Apache Barricade & Sign El Paso, TX			Leedsmann Construction Inc. dba TCS El Paso, TX		
				Bidder 1 of 2			Bidder 2 of 2		
8	Full Closure - Overnight	Daily	60	$670.00	$40,200.00	$120,600.00	$875.00	$52,500.00	$157,500.00
9	Ramp Closure - Regular Hours	Daily	30	$120.00	$3,600.00	$10,800.00	$150.00	$4,500.00	$13,500.00
10	Ramp Closure - Overnight	Daily	24	$120.00	$2,880.00	$8,640.00	$165.00	$3,960.00	$11,880.00
11	Street Closure - Regular Hours	Daily	24	$140.00	$3,360.00	$10,080.00	$275.00	$6,600.00	$19,800.00
12	Street Closure - Overnight	Daily	24	$140.00	$3,360.00	$10,080.00	$275.00	$6,600.00	$19,800.00
13	Emergency Lane Closure	Daily	30	$470.00	$14,100.00	$42,300.00	$325.00	$9,750.00	$29,250.00
14	Emergency Street Closure	Daily	30	$470.00	$14,100.00	$42,300.00	$215.00	$6,450.00	$19,350.00
			Group B Total:		$197,400.00	$592,200.00		$219,660.00	$658,980.00

Group C: The Following Equipment Is For City Right of Way - High Intensity Items Requested Service To Be Performed On City Owned Right of Way

Item No.	Description	Unit of Measure	Annual Estimated Quantity	Unit Price	Estimated Annual Amount C=AXB	Estimated 3 -Year Total D=CX3	Unit Price	Estimated Annual Amount C=AXB	Estimated 3 -Year Total D=CX3
			(A)	(B)	(C)	(D)	(B)	(C)	(D)
1	One Lane Closure - Regular Hours	Daily	240	$110.00	$26,400.00	$79,200.00	$67.50	$16,200.00	$48,600.00

City of El Paso

Bid Tabulation Form

Bid Title: Barricade Rental Services | Solicitation Number: 2026-0201

Bid Date: March 4, 2026 | Department: Streets and Maintenance

				Contractor's Barricade Service, Inc dba Apache Barricade & Sign El Paso, TX			Leedsmann Construction Inc. dba TCS El Paso, TX		
				Bidder 1 of 2			Bidder 2 of 2		
2	One Lane Closure - Overnight	Daily	120	$110.00	$13,200.00	$39,600.00	$75.00	$9,000.00	$27,000.00
3	Shoulder Work - Regular Hours	Hourly	120	$25.00	$3,000.00	$9,000.00	$10.00	$1,200.00	$3,600.00
4	Shoulder Work - Overnight	Hourly	120	$25.00	$3,000.00	$9,000.00	$15.00	$1,800.00	$5,400.00
5	Street Closure - Regular Hours	Daily	24	$120.00	$2,880.00	$8,640.00	$150.00	$3,600.00	$10,800.00
6	Street Closure - Overnight	Daily	24	$120.00	$2,880.00	$8,640.00	$165.00	$3,960.00	$11,880.00
7	Emergency Lane Closure	Daily	30	$370.00	$11,100.00	$33,300.00	$147.50	$4,425.00	$13,275.00
8	Emergency Street Closure	Daily	30	$370.00	$11,100.00	$33,300.00	$150.00	$4,500.00	$13,500.00
9	Set Up Charge - Small	Daily	180	$45.00	$8,100.00	$24,300.00	$45.00	$8,100.00	$24,300.00
10	Set Up Charge - Large	Hourly	180	$35.00	$6,300.00	$18,900.00	$65.00	$11,700.00	$35,100.00
11	Small Channel Set Up	Hourly	180	$35.00	$6,300.00	$18,900.00	$45.00	$8,100.00	$24,300.00
12	Large Channel Set Up	Hourly	180	$35.00	$6,300.00	$18,900.00	$65.00	$11,700.00	$35,100.00
13	Weekend Delivery	Hourly	180	$35.00	$6,300.00	$18,900.00	$45.00	$8,100.00	$24,300.00

City of El Paso

Bid Tabulation Form

Bid Title: Barricade Rental Services | Solicitation Number: 2026-0201

Bid Date: March 4, 2026 | Department: Streets and Maintenance

				Contractor's Barricade Service, Inc dba Apache Barricade & Sign El Paso, TX			Leedsmann Construction Inc. dba TCS El Paso, TX		
				Bidder 1 of 2			Bidder 2 of 2		
14	Weekend Pick-Up	Hourly	180	$35.00	$6,300.00	$18,900.00	$45.00	$8,100.00	$24,300.00
15	Delivery - After Hours	Hourly	120	$45.00	$5,400.00	$16,200.00	$60.00	$7,200.00	$21,600.00
16	Pick-Up After Hours	Hourly	120	$45.00	$5,400.00	$16,200.00	$45.00	$5,400.00	$16,200.00
17	Stand -By Charge Hour Increments	Hourly	60	$65.00	$3,900.00	$11,700.00	$50.00	$3,000.00	$9,000.00
18	Flagger In One Hour Increments	Hourly	60	$65.00	$3,900.00	$11,700.00	$50.00	$3,000.00	$9,000.00
			Group C Total:		$131,760.00	$395,280.00		$119,085.00	$357,255.00
Group D: The Following Items Are For Special Events									
Item No.	Description	Unit of Measure	Annual Estimated Quantity	Unit Price	Estimated Annual Amount C=AXB	Estimated 3 -Year Total D=CX3	Unit Price	Estimated Annual Amount C=AXB	Estimated 3 -Year Total D=CX3
			(A)	(B)	(C)	(D)	(B)	(C)	(D)
1	32' Safety Water Barrier - Filled, Placed, Emptied, Removed	Daily	600	$65.00	$39,000.00	$117,000.00	$30.00	$18,000.00	$54,000.00
2	Truck Mounted Attenuator - Manned	Daily	60	$420.00	$25,200.00	$75,600.00	$450.00	$27,000.00	$81,000.00
3	Mobilization/Demobilization Charges Per Hour	Hourly	180	$95.00	$17,100.00	$51,300.00	$175.00	$31,500.00	$94,500.00

City of El Paso

Bid Tabulation Form

Bid Title: Barricade Rental Services | Solicitation Number: 2026-0201

Bid Date: March 4, 2026 | Department: Streets and Maintenance

				Contractor's Barricade Service, Inc dba Apache Barricade & Sign El Paso, TX			Leedsmann Construction Inc. dba TCS El Paso, TX		
				Bidder 1 of 2			Bidder 2 of 2		
4	Stand-By Charge In Hour Increments Per Man	Hourly	300	$55.00	$16,500.00	$49,500.00	$40.00	$12,000.00	$36,000.00
			Group D Total:		$97,800.00	$293,400.00		$88,500.00	$265,500.00
Group E: The Following Items Are For Engineering Services									
Item No.	Description	Unit of Measure	Annual Estimated Quantity	Unit Price	Estimated Annual Amount C=AXB	Estimated 3 -Year Total D=CX3	Unit Price	Estimated Annual Amount C=AXB	Estimated 3 -Year Total D=CX3
			(A)	(B)	(C)	(D)	(B)	(C)	(D)
1	Traffic Control Plan Design	Hourly	60	$25.00	$1,500.00	$4,500.00	$50.00	$3,000.00	$9,000.00
			Group E Total:		$1,500.00	$4,500.00		$3,000.00	$9,000.00
Group F: The following items are permanent and rental fencing ***Note Any chain link fence needing to be installed or repaired will be paid at net pricing when invoices are submitted. Estimated annual budget: $35,000.00									
Item No.	Description	Unit of Measure		Price			Price		
1	4' Chain Link Fence - Repair	LF		$45.00			$50.00		
2	4' Chain Link Fence - Install	LF		$45.00			$55.00		
3	6' Chain Link Fence - Repair	LF		$55.00			$55.00		

City of El Paso

Bid Tabulation Form

Bid Title: Barricade Rental Services | Solicitation Number: 2026-0201

Bid Date: March 4, 2026 | Department: Streets and Maintenance

			Contractor's Barricade Service, Inc dba Apache Barricade & Sign El Paso, TX	Leedsmann Construction Inc. dba TCS El Paso, TX
			Bidder 1 of 2	Bidder 2 of 2
4	6' Chain Link Fence - Install	LF	$55.00	$60.00
5	8' Chain Link Fence - Repair	LF	$65.00	$60.00
6	8' Chain Link Fence - Install	LF	$65.00	$65.00
7	6' X 14' Gate - Double - Install	EA	$1,100.00	$1,825.00
8	Chain Link Fence Removal	LF	$9.00	$35.00
9	Temporary Fence Panel - Rental	Daily	$45.00	$0.35
		Group F Total:	$1,484.00	$2,205.35
	3 - Year Total: Groups A+ B + C + D + E + F		$1,368,008.00	$1,407,569.75

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:

City of El Paso

Bid Tabulation Form

Bid Title: Barricade Rental Services | Solicitation Number: 2026-0201

Bid Date: March 4, 2026 | Department: Streets and Maintenance

	Contractor's Barricade Service, Inc dba Apache Barricade & Sign El Paso, TX	Leedsmann Construction Inc. dba TCS El Paso, TX
	Bidder 1 of 2	Bidder 2 of 2
Two (2) additional years at the same unit price(s)	X	X
No option offered		
Amendment acknowledged	Yes	Yes
Hire El Paso First Certified:	No	No

Bids Solicited: 2,078 Local Bids Solicited: 834 Bids Received: 2 Local Bids Received: 2 No Bid: 9

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Online views for *2026-0201 Barricade Rental Services*			
No.	**Participant Name**	**City**	**State**
1	APACHE BARRICADE & SIGN (Contractor's Barricade Service, Inc)	El Paso	TX
2	Traffic control specialists (Leedsmann Construction Inc.)	El Paso	TX
3	Cerris Builders Inc	Plano	TX
4	RTS Tactical (Ambitec INC)	Miami	TX
5	Filterbuy Incorporated	Talladega	AL
6	Zeraus Iluminacion	El Paso	TX
7	Complete Supply Inc	Farmers Branch	TX
8	Allometrics Inc.	Webster	TX
9	CONSTRUCTION SOLUTION USA LLC	Carrollton	TX
10	Delegard Tool of Texas	Houston	TX
11	Bound Tree Medical, LLC	Chicago	IL
12	Alpha Group Construction LLC	El Paso	TX
13	APEX Vital Security Solutions, LLC	El Paso	TX
14	Color Tone Paint Inc.	San Antonio	TX
15	Construction Reporter	Albuquerque	NM
16	FANAR 1 ENTERPRISE LLC	Spring	TX
17	JC LANDSCAPING (GARNICA CORPORATION)	El Paso	TX
18	Keystone Contractors and Engineers (Keystone GC, LLC.)	El Paso	TX
19	Lindenmeyr Munroe (CENTRAL NATIONAL GOTTESMAN)	Dallas	TX
20	LM Endeavor	El Paso	TX
21	LubeDash LLC	El Paso	TX
22	One Stop Janitorial Services LLC	La Feria	TX
23	Optimized Welding Services, LLC	El Paso	TX
24	PMI Pavement Marking, LLC (Pavement Marking, LLC)	El Paso	TX
25	SCM Consultants Inc.	Houston	TX
26	The PlanIt Room	El Paso	TX
27	Walker Systems78 LLC	Horizon City	TX

Inadequate Competition Survey

2026-0201 Barricade Rental Services

Number of Views	27	
Sample Size Scale	**17 or less - Contact**	**4**
	18 to 23 - Contact	**5**
	24 to 27 - Contact	**6**
	28 or More - Contact	**25%**
Sample Size Selected	**6**	

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	3	50%
Does not have equipment	1	17%
Out of business		0%
No response	2	33%
Total		100%

Please provide feedback to our Specification		Pct
Specifications were good or adequate	1	17%
Specifications were not clear		0%
Could not meet specifications	3	50%
Specifications were limited or closed		0%
Did not receive/no opinion	1	17%
Just needed more time to review.		0%
Did not receive bid notification.	1	17%
Total		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	Diana Gamboa
Business Name	Apache Barricade & Sign
Agenda Item Type	**Contract Award**
Relevant Department	**Streets and Maintenance**

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: Diana Gamboa Date: 03-04-26

File #: 26-0619, **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
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Streets and Maintenance, Randy Garcia, (915) 212-7005

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 2026-0250 Preformed Street Markings to ~~Geveko~~ ~~Markings, Inc.~~ for an initial term of three (3) years for an estimated amount of $1,525,029.30. The award also includes a two (2) year option for an estimated amount of $1,016,686.20. The total contract time is for five (5) years for a total estimated amount of $2,541,715.50.

Department:	Streets and Maintenance
Award to:	Geveko Markings Inc.
City & State:	Gainesville, GA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$508,343.10
Initial Term Estimated Award:	$1,525,029.30
Option Term Estimated Award:	$1,016,686.20
Total Estimated Award:	$2,541,715.50
Account(s):	532-1000-531220-32020-P3254.
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as

indicated to Geveko Markings 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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

REVISED
11:19 am, May 12, 2026

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Streets and Maintenance
AGENDA DATE: May 26, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Randy Garcia, Streets and Maintenance **PHONE NUMBER:**(915) 212-7005
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
Discussion and action on the award of solicitation 2026-0250 Preformed Street Markings to Geveko Markings, Inc. for an initial term of three (3) years for an estimated amount of $1,525,029.30. The award also includes a two (2) year option for an estimated amount of $1,016,686.20. The total contract time is for five (5) years for a total estimated amount of $2,541,715.50.

Department:	Streets and Maintenance
Award to:	Geveko Markings Inc.
City & State:	Gainesville, GA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$508,343.10
Initial Term Estimated Award:	$1,525,029.30
Option Term Estimated Award:	$1,016,686.20
Total Estimated Award	$2,541,715.50
Account(s)	532-1000-531220-32020-P3254.
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance departments recommend award as indicated to Geveko Markings 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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for preformed street markings. This contract will allow the City to continue the installation and maintenance of durable pavement markings on streets, intersections, and school zones, ensuring compliance with applicable Texas Manual on Uniform Traffic Control Device (TMUTCD) standards and supporting roadway safety and operational efficiency.

BACKGROUND:
The Streets and Maintenance Department utilizes preformed pavement markings as part of its citywide pavement marking maintenance program. Preformed materials are applied at high-wear locations such as crosswalks, stop bars, symbols, legends; where enhanced durability and visibility are required, and in order to comply with the Manual on Uniform Traffic Control Devices (MUTCD). This contract will support both planned maintenance activities, and new installations in coordination with other City of El Paso projects and other City initiatives. Approval of this item will allow the department to procure materials in a timely manner, and continue meeting operational and regulatory requirements for roadway markings.

Solicitation was advertised on February 24, 2026 and March 3, 2026. The solicitation was posted on City website on February 24, 2026. There were a total twenty-eight (28) viewers online; three (3) bids were received; one (1) from a local supplier.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $1,336,610.70, which represents a 110.91% increase due to:

1. Additional materials added to the scope of work due to recent modifications to the MUTCD 11th Edition (Revision 1 – December 2025).
2. Previous contract time was for 3 years. Replacement contract includes an option of 2 years for a total estimated time of 5 years total contract time.

No protest received for this requirement.

COUNCIL OPTIONS:

1. Award the contract as recommended;
2. Deny award if Council determines such action is in the best interest of the City;
3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law; or
4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:
This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-bid meeting was held on March 4, 2026. No suppliers were in attendance.

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:
On June 20, 2023 Council approved current contract 2023-0410 Preformed Street Markings

LEGAL REVIEW:
☑ Legal counsel reviewed as part of the Council packet
☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:
Amount: $2,541,715.50
Funding Source: General Fund

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	

ATTACHMENTS:

1. Tabulation
2. View List

FOR MORE INFORMATION:

Randy Garcia	915-212-7000	GarciaRX5@elpasotexas.gov

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

SIGNATURES:

Randy Garcia, Director of Streets and Maintenance

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

City of El Paso
Bid Tabulation Form

Bid Title: Preformed Street Markings

Solicitation Number: 2026-0250

Bid Opening: March 25, 2026

Department: Streets and Maintenance

Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity	Ennis-Flint, Inc. Greensboro, NC			Geveko Markings Inc Gainsville, GA			TAO Industries dba HAWK Construction El Paso, TX		
				Bidder 1 of 3			Bidder 2 of 3			Bidder 3 of 3		
				Price	Yearly Total (C = A X B)	3 Year Total (D = C X 3)	Price	Yearly Total (C = A X B)	3 Year Total (D = C X 3)	Price	Yearly Total (C = A X B)	3 Year Total (D = C X 3)
			A	B	C	D	B	C	D	B	C	D
1	8' Right Turn Arrow	Each	100	$84.15	$8,415.00	$25,245.00	$72.41	$7,241.00	$21,723.00	$100.00	$10,000.00	$30,000.00
2	9'10" Straight Arrow	Each	50	$72.56	$3,628.00	$10,884.00	$62.44	$3,122.00	$9,366.00	$87.00	$4,350.00	$13,050.00
3	4" x 1' White	Each	600	$0.62	$372.00	$1,116.00	$0.64	$384.00	$1,152.00	$1.10	$660.00	$1,980.00
4	24" x 1' White	Each	5,000	$3.74	$18,700.00	$56,100.00	$3.99	$19,950.00	$59,850.00	$7.00	$35,000.00	$105,000.00
5	16" x 1' White	Each	30,000	$2.51	$75,300.00	$225,900.00	$2.59	$77,700.00	$233,100.00	$4.00	$120,000.00	$360,000.00
6	8' "ONLY" Lettering	Each	100	$120.49	$12,049.00	$36,147.00	$103.67	$10,367.00	$31,101.00	$144.50	$14,450.00	$43,350.00
7	Bike Symbol	Each	50	$52.59	$2,629.50	$7,888.50	$71.13	$3,556.50	$10,669.50	$232.00	$11,600.00	$34,800.00
8	6' x 2' Bike Lane Straight Arrow	Each	50	$31.22	$1,561.00	$4,683.00	$27.96	$1,398.00	$4,194.00	$87.00	$4,350.00	$13,050.00
9	24" Yield Lane (Shark's Teeth)	Each	100	$10.34	$1,034.00	$3,102.00	$7.97	$797.00	$2,391.00	$12.50	$1,250.00	$3,750.00
10	5" x 5" BUNDY RPM Adhesive White	Each	1,400	$0.43	$602.00	$1,806.00	$0.65	$910.00	$2,730.00	$4.00	$5,600.00	$16,800.00
11	5" x 5" BUNDY RPM Adhesive Yellow	Each	1,400	$0.43	$602.00	$1,806.00	$0.65	$910.00	$2,730.00	$4.00	$5,600.00	$16,800.00
12	48" x 48" Handicap Symbol White on Blue	Each	20	$83.85	$1,677.00	$5,031.00	$77.62	$1,552.40	$4,657.20	$106.00	$2,120.00	$6,360.00
13	8' "AHEAD" Lettering	Each	10	$167.23	$1,672.30	$5,016.90	$143.89	$1,438.90	$4,316.70	$200.00	$2,000.00	$6,000.00
14	8' "STOP" Lettering	Each	10	$119.45	$1,194.50	$3,583.50	$102.79	$1,027.90	$3,083.70	$145.00	$1,450.00	$4,350.00
15	6'6" x 20' RXR (Railroad Crossing)	Each	10	$230.65	$2,306.50	$6,919.50	$198.47	$1,984.70	$5,954.10	$275.00	$2,750.00	$8,250.00
16	13'2" x 11'6" Combination Left/Right/Straight Arrow	Each	10	$186.66	$1,866.60	$5,599.80	$151.94	$1,519.40	$4,558.20	$225.00	$2,250.00	$6,750.00
17	8'2" x 11'6" Combination Left/Right/Straight Arrow	Each	15	$155.57	$2,333.55	$7,000.65	$122.82	$1,842.30	$5,526.90	$190.00	$2,850.00	$8,550.00
18	Shared Lane Symbol	Each	25	$103.01	$2,575.25	$7,725.75	$84.04	$2,101.00	$6,303.00	$250.00	$6,250.00	$18,750.00
19	24" x 36" 90 mil Light Green	Each	20,000	$13.36	$267,200.00	$801,600.00	$13.80	$276,000.00	$828,000.00	$22.00	$440,000.00	$1,320,000.00
20	8' Left Turn Arrow	Each	100	$84.15	$8,415.00	$25,245.00	$72.41	$7,241.00	$21,723.00	$200.00	$20,000.00	$60,000.00
21	18" x 1' White	Each	30,000	$8.44	$253,200.00	$759,600.00	$2.91	$87,300.00	$261,900.00	$5.00	$150,000.00	$450,000.00
			Total (Items 1-21)		$667,333.20	$2,001,999.60		$508,343.10	$1,525,029.30		$842,530.00	$2,527,590.00

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)	Left Blank	X	X
No option offered	Left Blank		
Amendment's Acknowledged	Yes	Yes	Yes
Hire El Paso First Certified:	No	No	No

Bids Solicited: 1,589 Local Bids Solicited: 720 Bids Received: 3 Local Bids Received: 1 No Bid: 8

Note: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

View List for 2026-0250 Preformed Street Markings			
No.	Participant Name	City	State
1.	Hawk Construction	El Paso	TX
2.	Ennis-Flint, Inc.	Greensboro	NC
3.	Geveko Markings	Gainsville	GA
4.	915 Maintenance and Contracting (Bustillos & Rojero Enterprises LLC)	El Paso	TX
5.	American Facilities Professionals	Derry	NH
6.	Amtek USA, Austin	Houston	TX
7.	Belt Construction	Texarkana	TX
8.	Clarke Mosquito Control Products, Inc.	St. Charles	IL
9.	CMG Construction | Project Management Group	El Paso	TX
10.	ConstructConnect	Cincinnati	OH
11.	Construction Reporter	Albuquerque	NM
12.	Dodge Data & Analytics	Hamilton	NJ
13.	Los Arango Consulting, LLC	Chama	NM
14.	MG Evergreen LLC	EL PASO	TX
15.	One Stop Janitorial Services LLC	La Feria	TX
16.	Reyes Sports Surfacing	E Paso	TX
17.	The PlanIt Room	El Paso	TX
18.	Walker Systems78 LLC	Horizon City	TX
19.	West Texas Chapter AGC	Abilene	TX
20.	Wright & Dalbin Architects, Inc.	El Paso	TX
21.	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
22.	Cerris Builders Inc	Plano	TX
23.	Filterbuy Incorporated	Talladega	AL
24.	RBM Engineering, Inc.	El Paso	TX
25.	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
26.	Allometrics Inc.	Webster	TX
27.	Complete Supply Inc	Farmers Branch	TX
28.	Delegard Tool of Texas	Houston	TX

REVISED
11:25 am, May 12, 2026

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Streets and Maintenance
AGENDA DATE: May 26, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Randy Garcia, Streets and Maintenance **PHONE NUMBER:**(915) 212-7005
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
Discussion and action on the award of solicitation 2026-0250 Preformed Street Markings to [redacted] for an initial term of three (3) years for an estimated amount of [redacted] The award also includes a two (2) year option for an estimated amount of [redacted] The total contract time is for five (5) years for a total estimated amount of [redacted]

Department:	Streets and Maintenance
Award to:	[redacted]
City & State:	Gainesville, GA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	[redacted]
Initial Term Estimated Award:	[redacted]
Option Term Estimated Award:	[redacted]
Total Estimated Award	[redacted]
Account(s)	532-1000-531220-32020-P3254.
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance departments recommend award as indicated to [redacted] 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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for preformed street markings. This contract will allow the City to continue the installation and maintenance of durable pavement markings on streets, intersections, and school zones, ensuring compliance with applicable Texas Manual on Uniform Traffic Control Device (TMUTCD) standards and supporting roadway safety and operational efficiency.

BACKGROUND:
The Streets and Maintenance Department utilizes preformed pavement markings as part of its citywide pavement marking maintenance program. Preformed materials are applied at high-wear locations such as crosswalks, stop bars, symbols, legends; where enhanced durability and visibility are required, and in order to comply with the Manual on Uniform Traffic Control Devices (MUTCD). This contract will support both planned maintenance activities, and new installations in coordination with other City of El Paso projects and other City initiatives. Approval of this item will allow the department to procure materials in a timely manner, and continue meeting operational and regulatory requirements for roadway markings.

Solicitation was advertised on February 24, 2026 and March 3, 2026. The solicitation was posted on City website on February 24, 2026. There were a total twenty-eight (28) viewers online; three (3) bids were received; one (1) from a local supplier.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $1,336,610.70, which represents a 110.91% increase due to:

1. Additional materials added to the scope of work due to recent modifications to the MUTCD 11th Edition (Revision 1 – December 2025).
2. Previous contract time was for 3 years. Replacement contract includes an option of 2 years for a total estimated time of 5 years total contract time.

No protest received for this requirement.

COUNCIL OPTIONS:

1. Award the contract as recommended;
2. Deny award if Council determines such action is in the best interest of the City;
3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law; or
4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:
This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-bid meeting was held on March 4, 2026. No suppliers were in attendance.

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:
On June 20, 2023 Council approved current contract 2023-0410 Preformed Street Markings

LEGAL REVIEW:
☑ Legal counsel reviewed as part of the Council packet
☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:
Amount: [redacted]
Funding Source: General Fund

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	

ATTACHMENTS:

1. Tabulation
2. View List

FOR MORE INFORMATION:

Randy Garcia	915-212-7000	GarciaRX5@elpasotexas.gov

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

SIGNATURES:

Randy Garcia, Director of Streets and Maintenance

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

City of El Paso
Bid Tabulation Form

Bid Title: Preformed Street Markings

Solicitation Number: 2026-0250

Bid Opening: March 25, 2026

Department: Streets and Maintenance

				[redacted] Greensboro, NC			Gainsville, GA			[redacted] El Paso, TX		
				Bidder 1 of 3			Bidder 2 of 3			Bidder 3 of 3		
Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity	Price	Yearly Total (C = A X B)	3 Year Total (D = C X 3)	Price	Yearly Total (C = A X B)	3 Year Total (D = C X 3)	Price	Yearly Total (C = A X B)	3 Year Total (D = C X 3)
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			Total (Items 1-21)		[redacted]	[redacted]		[redacted]	[redacted]		[redacted]	[redacted]

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)	Left Blank	X	X
No option offered	Left Blank		
Amendment's Acknowledged	Yes	Yes	Yes
Hire El Paso First Certified:	No	No	No

Bids Solicited: 1,589 Local Bids Solicited: 720 Bids Received: 3 Local Bids Received: 1 No Bid: 8

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View List for 2026-0250 Preformed Street Markings			
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4.	915 Maintenance and Contracting (Bustillos & Rojero Enterprises LLC)	El Paso	TX
5.	American Facilities Professionals	Derry	NH
6.	Amtek USA, Austin	Houston	TX
7.	Belt Construction	Texarkana	TX
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12.	Dodge Data & Analytics	Hamilton	NJ
13.	Los Arango Consulting, LLC	Chama	NM
14.	MG Evergreen LLC	EL PASO	TX
15.	One Stop Janitorial Services LLC	La Feria	TX
16.	Reyes Sports Surfacing	E Paso	TX
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20.	Wright & Dalbin Architects, Inc.	El Paso	TX
21.	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
22.	Cerris Builders Inc	Plano	TX
23.	Filterbuy Incorporated	Talladega	AL
24.	RBM Engineering, Inc.	El Paso	TX
25.	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
26.	Allometrics Inc.	Webster	TX
27.	Complete Supply Inc	Farmers Branch	TX
28.	Delegard Tool of Texas	Houston	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	Justin Coogler
Business Name	Geveko Markings Inc.
Agenda Item Type	Contract Award
Relevant Department	Streets and Maintenance

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: 3-23-26

File #: 26-0629, **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
Animal Services, Michael Wachsmann, (915) 212-8742

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 2026-0090 Various Veterinary Supplies & Medication to the following suppliers: 1) MedFirst Healthcare Supply, Inc., 2) Patterson Veterinary Supply Inc, 3) Dr. M Ghumman dba Wholesale Medical Midwest, LLC. for a total estimated amount of $7,699,181.40.

Department:	Animal Services
Award to Supplier 1:	MedFirst Healthcare Supply, Inc.
City & State:	Wildwood, FL
Item(s):	Group IV: 32,34,37,38,39,40, 42,43,56,57, 58,62,65,67
Term:	3 Years
Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$160,947.00
Initial Term Estimated Award:	$482,841.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$482,841.00
Award to Supplier 2:	Patterson Veterinary Supply, Inc
City & State:	St. Paul, MN
Item(s):	Group I:

	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16, 17,18,19,20,21,22,24,25, 26,27,28,29, 30,31,32,33,34,35,36,37,38,39,40,41, 42,43,44,45,46,47,48,49,50,51,53,54, 55,56,57,58,59,60,61,62,63,64,65,66, 67,68,69,70,73 Group II: 1,2,3,4,5,7,8,9,10,11,12,13,14,15,16,17, 18,19,20,21,22,23,24,25,26,27,28,29,30, 34,35 Group III: 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16, 17,18,19,20,21,22,23,24,25,26,27,28, 29,30,31,32,33 Group IV: 1,2,3,4,5,6,7,8,9,10,11,12,14,15,16,18, 19,20,21,22,23,24,25,26,28,29,30,31,35, 36,41,44,45,46,47,48,49,50,51,52,53,59 60,66,68,69,70,71,72,73,74,75,76,77,78, 79
Term:	3 Years
Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$2,387,086.40
Initial Term Estimated Award:	$7,161,259.20
Option Term Estimated Award:	N/A
Total Estimated Award:	$7,161,259.20
Award to Supplier 3:	Dr. M Ghumman dba Wholesale Medical Midwest, LLC
City & State:	Hastings, NE
Item(s):	Group I: 23
Term:	3 Years
Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$18,360.40
Term Estimated Award:	$55,081.20
Option Term Estimated Award:	N/A
Total Estimated Award:	$55,081.20
Total Annual Estimated Award:	$2,566,393.80
Total Term Estimated Award:	$7,699,181.40
Total Option Term Estimated Award:	N/A
Total Estimated Award:	$7,699,181.40
Account(s)	225- 2580- 25120- 531120

Account(s)	[illegible]
Funding Source(s):	Special Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award as indicated to 1) MedFirst Healthcare Supply, Inc., 2) Patterson Veterinary Supply Inc, 3) Dr. M Ghumman dba Wholesale Medical Midwest, LLC the lowest responsive and responsible bidders.

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 SUMMARY FORM

REVISED
11:41 am, May 19, 2026

DEPARTMENT/COUNCIL OFFICE: Animal Services
AGENDA DATE: May 27, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Michael Wachsmann, Animal Services **PHONE NUMBER:**(915) 212-8742
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
Discussion and action on the award of solicitation 2026-0090 Various Veterinary Supplies & Medication to the following suppliers: 1) MedFirst Healthcare Supply, Inc., 2) Patterson Veterinary Supply Inc, 3) Dr. M Ghumman dba Wholesale Medical Midwest, LLC. for a total estimated amount of $7,699,181.40.

Department:	Animal Services
Award to Supplier 1:	MedFirst Healthcare Supply, Inc.
City & State:	Wildwood, FL
Item(s):	Group IV: 32,34,37,38,39,40,42,43,56,57,58,62,65,67
Term:	3 Years
Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$160,947.00
Initial Term Estimated Award:	$482,841.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$482,841.00
Award to Supplier 2:	Patterson Veterinary Supply, Inc
City & State:	St. Paul, MN
Item(s):	Group I: 1,3,4,5,6,7,8,9,10,11,12,13,14,15,16, 17,18,19,20,21,22,24,25 26,27,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45 46,47,48,49,50,51,53,54,55,56,57,58,59,60,61,62,63,64,65,66 67,68,69,70,73 Group II: 1,2,3,4,5,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24, 25,26,27,28,29,30,34,35 Group III: 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23, 24,25,26,27,28,29,30,31,32,33 Group IV: 1,2,3,4,5,6,7,8,9,10,11,12,14,15,16,18,19,20,21,22,23,24,25 26,28,29,30,31,35,36,41,44,45,46,47,48,49,50,51,52,53,59 60,66,68,69,70,71,72,73,74,75,76,77,78,79,
Term:	3 Years
Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$2,387,086.40
Initial Term Estimated Award:	$7,161,259.20
Option Term Estimated Award:	N/A
Total Estimated Award:	$7,161,259.20
Award to Supplier 3:	Dr. M Ghumman dba Wholesale Medical Midwest, LLC
City & State:	Hastings, NE
Item(s):	Group I: 23
Term:	3 Years

Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$18,360.40
Term Estimated Award:	$55,081.20
Option Term Estimated Award:	N/A
Total Estimated Award:	$55,081.20
Total Annual Estimated Award:	$2,566,393.80
Total Term Estimated Award:	$7,699,181.40
Total Option Term Estimated Award:	N/A
Total Estimated Award:	$7,699,181.40
Account(s)	225- 2580- 25120- 531120
Funding Source(s):	Special Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract

The Purchasing & Strategic Sourcing and Animal Services departments recommend award as indicated to 1) MedFirst Healthcare Supply, Inc., 2) Patterson Veterinary Supply Inc, 3) Dr. M Ghumman dba Wholesale Medical Midwest, LLC the lowest responsive and responsible bidders.

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.

ISSUE STATEMENT:

City Council is asked to approve the award of a replacement contract for Various Veterinary Supplies & Medication. This contract will allow the department to purchase veterinary surgical and medical supplies to support daily shelter operations and clinical procedures.

BACKGROUND:

This contract will assist El Paso Animal Services in providing veterinary antibiotics, medications and surgical supplies in response to increased intake levels and the department's ongoing commitment to expand life-saving efforts across all shelter facilities.

Solicitation was advertised on December 23, 2025 and December 30, 2025. The solicitation was posted on City website on December 23, 2025. There were a total twenty-eight (28) viewers online; three (3) bids were received; none from local suppliers.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $6,245,068.22 which represents a 429.48% increase due to:

1. Addition of twenty-three (23) new items.
2. Annual increase in quantity of items from 5,828 to 22,760.
3. Average price increase from $94.56 to $97.14.

No protest received for this requirement.

COUNCIL OPTIONS:

1. Award the contract as recommended;
2. Deny award if Council determines such action is in the best interest of the City;
3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law; or
4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on January 7, 2026. No suppliers were in attendance.

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:
N/A

LEGAL REVIEW:
☑ Legal counsel reviewed as part of the Council packet
☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:
Amount: $ 7,699,181.40
Funding Source: Special Fund

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**

ATTACHMENTS:
1. Tabulation
2. View list
3. Title 2 - Campaign Contributions

FOR MORE INFORMATION:

Carmen Melgosa	915-212-5449	MelgosaCI@elpasotexas.gov

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

SIGNATURES:

Michael Wachsmann
_____
Michael D. Wachsmann, Interim Director of Animal Services

_____
Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

City of El Paso
Bid Tabulation Form

Title: Various Veterinary Supplies & Medication

Solicitation Number: 2026-0090

Bid Opening: January 28, 2026

Department: Animal Services

	MedFirst Healthcare Supply, Inc. Wildwood, FL			Patterson Veterinary Supply Inc St. Paul, MN.			Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE		
	Bidder 1 of 3			Bidder 2 of 3			Bidder 3 of 3		

Group I : Veterinary Medications

Item No.	Description	Unit of Measure	Minimum Approximate Quantities	Maximum Approximate Quantities (A)	Bidder's Brand	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Bidder's Brand	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Bidder's Brand	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Acepromazine Injectable Solution 10mg/ml	Bottle	1	10	NO BID	Left Blank	Left Blank	Left Blank	oehiringer Ingelei	$26.91	$269.10	$807.30	Left Blank	Left Blank	m	Left Blank
2	Bupivacain 500mg/tab	Bottle	100	150	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
3	Carprofen injection-50 mg - 20 ml/bottle	Injectable Bottle	200	400	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$52.40	$20,960.00	$62,880.00	Left Blank	Left Blank	Left Blank	Left Blank
4	Carprofen 25 mg/tab 60 tabs/bottle	Bottle	100	1000	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$17.38	$17,380.00	$52,140.00	Left Blank	Left Blank	Left Blank	Left Blank
5	Carprofen 75 mg/tab 180 tabs/bottle	Bottle	100	1000	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$59.62	$59,620.00	$178,860.00	Left Blank	Left Blank	Left Blank	Left Blank
6	Carprofen 100 mg/tab 180 tabs/bottle	Bottle	100	1000	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$75.40	$75,400.00	$226,200.00	Left Blank	Left Blank	Left Blank	Left Blank
7	Cerenia (Maripotant) Tablets 16 mg	Box	10	30	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$9.72	$291.60	$874.80	Left Blank	Left Blank	Left Blank	Left Blank
8	Cerenia (Maripotant) Tablets 24 mg	Box	10	30	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$10.09	$302.70	$908.10	Left Blank	Left Blank	Left Blank	Left Blank
9	Cerenia (Maripotant) Tablets 60 mg	Box	10	30	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$18.34	$550.20	$1,650.60	Left Blank	Left Blank	Left Blank	Left Blank
10	Cerenia (Maripotant) Tablets 160 mg	Box	10	30	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$21.36	$640.80	$1,922.40	Left Blank	Left Blank	Left Blank	Left Blank
11	Cerenia (Maripotant) Injectable 20 mg/ml	Box	50	200	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$236.85	$47,370.00	$142,110.00	Left Blank	Left Blank	Left Blank	Left Blank
12	Dexametasone 2 mg 100 ml/bottle	Bottle	15	30	NO BID	Left Blank	Left Blank	Left Blank	Phoenix	$9.85	$295.50	$886.50	Left Blank	Left Blank	Left Blank	Left Blank
13	Depo-medrol 20 mg/ml bottle	Bottle	2	10	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$85.35	$853.50	$2,560.50	Left Blank	Left Blank	Left Blank	Left Blank
14	Depo-medrol 40 mg/ml bottle	Bottle	2	10	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$50.56	$505.60	$1,516.80	Left Blank	Left Blank	Left Blank	Left Blank
15	Depo-medrol injectable 40 mg/ml bottle	Bottle	15	30	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$50.56	$1,516.80	$4,550.40	Left Blank	Left Blank	Left Blank	Left Blank
16	Dermachlor scrub 2% Gallon	Gallon	50	100	NO BID	Left Blank	Left Blank	Left Blank	Aspen	$30.27	$3,027.00	$9,081.00	Left Blank	Left Blank	Left Blank	Left Blank
17	Dimethl Sulfoxide Gel	Tube	5	15	NO BID	Left Blank	Left Blank	Left Blank	Neogen	$36.75	$551.25	$1,653.75	Left Blank	Left Blank	Left Blank	Left Blank
18	Diphenhydramine HCL Injection, 50MG/ML - 25 vials/box	Injectable Bottle	3	15	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$33.69	$505.35	$1,516.05	Left Blank	Left Blank	Left Blank	Left Blank
19	Dopram Injectable 20mg/ml	Injectable Bottle	2	15	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$69.41	$1,041.15	$3,123.45	Left Blank	Left Blank	Left Blank	Left Blank
20	Dorzolamide HCL ophtalmic drops 2%	Bottle	2	15	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$7.93	$118.95	$356.85	Left Blank	Left Blank	Left Blank	Left Blank

City of El Paso
Bid Tabulation Form

Title: Various Veterinary Supplies & Medication

Solicitation Number: 2026-0090

Bid Opening: January 28, 2026

Department: Animal Services

					MedFirst Healthcare Supply, Inc. Wildwood, FL				Patterson Veterinary Supply Inc St. Paul, MN.				Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE			
					Bidder 1 of 3				Bidder 2 of 3				Bidder 3 of 3			
21	Doxapram 40mg/20ml	Bottle	2	15	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$69.41	$1,041.15	$3,123.45	Left Blank	Left Blank	Left Blank	Left Blank
22	Drontal Plus tabs 2-25 lbs	Box	25	40	NO BID	Left Blank	Left Blank	Left Blank	Elanco	$163.87	$6,554.80	$19,664.40	Elanco	$178.21	$7,128.40	$21,385.20
23	Drontal Plus tabs med 26-60lbs	Box	25	40	NO BID	Left Blank	Left Blank	Left Blank	Elanco	$517.34	$20,693.60	$62,080.80	Elanco	$459.01	$18,360.40	$55,081.20
24	Drontal Tabs Cats 2-16lbs.	Box	25	40	NO BID	Left Blank	Left Blank	Left Blank	Elanco	$247.00	$9,880.00	$29,640.00	Elanco	$268.61	$10,744.40	$32,233.20
25	Elura Oral Solution 20mg/mL	Bottle	30	60	NO BID	Left Blank	Left Blank	Left Blank	Elanco	$36.11	$2,166.60	$6,499.80	Elanco	$39.28	$2,356.80	$7,070.40
26	Entyce Oral Solution 30mg/mL	Bottle	30	60	NO BID	Left Blank	Left Blank	Left Blank	Elanco	$41.10	$2,466.00	$7,398.00	Elanco	$76.58	$4,594.80	$13,784.40
27	Entyce (Carpromorelin) Oral Solution 10 ml/bottle	Bottle	30	60	NO BID	Left Blank	Left Blank	Left Blank	Elanco	$35.55	$2,133.00	$6,399.00	Elanco	$38.66	$2,319.60	$6,958.80
28	Enrofloxacin 100mg/mL Injectable	Bottle	20	50	NO BID	Left Blank	Left Blank	Left Blank	Norbook	$45.19	$2,259.50	$6,778.50	Left Blank	Left Blank	Left Blank	Left Blank
29	Epinephrine 1/1000 30 ml/bottle	Bottle	60	100	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$34.35	$3,435.00	$10,305.00	Left Blank	Left Blank	Left Blank	Left Blank
30	Erythromycin eye ointment tube	Tube	400	800	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$5.28	$4,224.00	$12,672.00	Left Blank	Left Blank	Left Blank	Left Blank
31	Famotadine 10 mg/ml Bottle	Bottle	40	80	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$27.05	$2,164.00	$6,492.00	Left Blank	Left Blank	Left Blank	Left Blank
32	Galliprant 20mg	Bottle	20	50	NO BID	Left Blank	Left Blank	Left Blank	Elanco	$32.16	$1,608.00	$4,824.00	Elanco	$102.03	$5,101.50	$15,304.50
33	Galliprant 60mg	Bottle	30	60	NO BID	Left Blank	Left Blank	Left Blank	Elanco	$58.83	$3,529.80	$10,589.40	Elanco	$191.88	$11,512.80	$34,538.40
34	Galliprant 100mg	Bottle	20	100	NO BID	Left Blank	Left Blank	Left Blank	Elanco	$86.31	$8,631.00	$25,893.00	Elanco	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
35	Gabapentin Capsules 100MG	Bottle	25	50	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$2.89	$144.50	$433.50	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
36	Gabapentin Capsules 300MG	Bottle	25	50	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$3.39	$169.50	$508.50	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
37	Gabapentin Capsules 400MG	Bottle	25	50	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$4.11	$205.50	$616.50	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
38	Heparin Sodium Injection, USP, 10,000 Unit/10ml (1,000 Unit/ml)	Bottle	50	100	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$45.74	$4,574.00	$13,722.00	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
39	Itrafungol Oral Solution 10mg/mL	Bottle	200	300	NO BID	Left Blank	Left Blank	Left Blank	Virbac	$46.79	$14,037.00	$42,111.00	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
40	Ivermectin Injectable	Bottle	5	15	NO BID	Left Blank	Left Blank	Left Blank	Norbook	$45.98	$689.70	$2,069.10	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
41	Lactated Ringers IV bags 1 liter 24/case	Case	40	80	NO BID	Left Blank	Left Blank	Left Blank	Novatech	$64.71	$5,176.80	$15,530.40	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
42	Lactated Ringers IV Sol. w/5% dextrose 1000 ml/bag (12/case)	Case	5	20	NO BID	Left Blank	Left Blank	Left Blank	ICU Medical	$66.49	$1,329.80	$3,989.40	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
43	Lactulose 10g/15ml Solution	Bottle	5	20	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$8.11	$162.20	$486.60	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				

City of El Paso
Bid Tabulation Form

Title: Various Veterinary Supplies & Medication

Solicitation Number: 2026-0090

Bid Opening: January 28, 2026

Department: Animal Services

					MedFirst Healthcare Supply, Inc. Wildwood, FL				Patterson Veterinary Supply Inc St. Paul, MN.				Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE			
					Bidder 1 of 3				Bidder 2 of 3				Bidder 3 of 3			
44	Meloxicam (Ostilox) injectable 5 mg/ml (20 ml bottle)	Bottle	100	500	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$96.32	$48,160.00	$144,480.00	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
45	Methocarbamol Injection 10ml 5pack	Package	25	50	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$61.71	$3,085.50	$9,256.50	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
46	Methocarbamol 500mg 100tabs	Bottle	20	60	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$4.16	$249.60	$748.80	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
47	Metoclopramide HCL Tablets, 5 mg, 100ct.	Bottle	5	20	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$3.39	$67.80	$203.40	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
48	Miratraz Transdermal	Tube	30	50	NO BID	Left Blank	Left Blank	Left Blank	Dechra	$31.21	$1,560.50	$4,681.50	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
49	Mirtazapine 20mg/1.5g tube	Tube	20	60	NO BID	Left Blank	Left Blank	Left Blank	Dechra	$31.21	$1,872.60	$5,617.80	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
50	Neo-Poly-Dex 3.5 mg	Tube	100	100	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$4.52	$452.00	$1,356.00	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
51	NeoPolyBac Tube	Tube	400	800	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$5.40	$4,320.00	$12,960.00	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
52	Nitrofurazone ointment 1lb	Jar	10	20	NO BID	Left Blank	Left Blank	Left Blank	N/A	$0.00	$0.00	$0.00	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
53	Onsior (Robenacoxib) Injection 20 MG/ML-20 ml/bottle	Injectable Bottle	25	50	NO BID	Left Blank	Left Blank	Left Blank	Elanco	$186.22	$9,311.00	$27,933.00	Elanco	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
54	Osurnia OTIC Gel for Dogs	Bottle	20	50	NO BID	Left Blank	Left Blank	Left Blank	Dechra	$193.67	$9,683.50	$29,050.50	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
55	Osurnia Gel for Dogs 20x1 ml	Box	30	60	NO BID	Left Blank	Left Blank	Left Blank	Dechra	$193.67	$11,620.20	$34,860.60	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
56	Prednisone 20 mg/tab 1000 tabs/bottle	Bottle	5	20	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$61.41	$1,228.20	$3,684.60	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
57	Prednisone Tablets 2.5 mg	Bottle	20	50	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$5.05	$252.50	$757.50	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
58	Prednisone 5 mg/tab 1000 tabs/bottle	Bottle	5	20	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$14.85	$297.00	$891.00	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
59	Prednisone Tablets 10mg	Bottle	20	50	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$31.96	$1,598.00	$4,794.00	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
60	Prednisone Tablets 20mg	Bottle	20	50	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$22.53	$1,126.50	$3,379.50	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
61	Pyrantel Pamoate	Bottle	400	600	NO BID	Left Blank	Left Blank	Left Blank	Aurora	$18.75	$11,250.00	$33,750.00	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
62	Rilexine Chewable Tablets for Dogs 300mg	Bottle	30	60	NO BID	Left Blank	Left Blank	Left Blank	Virbac	$49.31	$2,958.60	$8,875.80	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
63	Sucralfate 1g tab 500ct	Bottle	2	15	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$67.00	$1,005.00	$3,015.00	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
64	Surolan OTIC Suspension 30ml	Bottle	30	60	NO BID	Left Blank	Left Blank	Left Blank	Elanco	$44.85	$2,691.00	$8,073.00	Elanco	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
65	Terbinafine 250mg/tab	Bottle	50	100	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$3.42	$342.00	$1,026.00	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				
66	Terramycin Ophtalmic Ointment, 3.5gm	Tube	400	800	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$20.90	$16,720.00	$50,160.00	Left Blank	Left Blank	Left Blank	Left Blank
											Left Blank	Left Blank				

City of El Paso
Bid Tabulation Form

Title: Various Veterinary Supplies & Medication

Solicitation Number: 2026-0090

Bid Opening: January 28, 2026

Department: Animal Services

					MedFirst Healthcare Supply, Inc. Wildwood, FL				Patterson Veterinary Supply Inc St. Paul, MN.				Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE			
					Bidder 1 of 3				Bidder 2 of 3				Bidder 3 of 3			
67	Trazodone HCL Tablets, USP, 50 mg - 500 tabs	Bottle	10	100	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$8.58	$858.00 Left Blank	$2,574.00 Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
68	Tri-heart Plus (ivermectin/pyrantel) Chewable Tablets up to 25 lbs. Similar Substitution is acceptable.	Box	30	60	NO BID	Left Blank	Left Blank	Left Blank	Merck	$149.90	$8,994.00 Left Blank	$26,982.00 Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
69	Tri-heart Plus (ivermectin/pyrantel) Chewable Tablets 26-50 lbs. Similar Substitution is acceptable.	Box	30	60	NO BID	Left Blank	Left Blank	Left Blank	Merck	$201.50	$12,090.00 Left Blank	$36,270.00 Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
70	Tri-heart Plus (ivermectin/pyrantel) Chewable Tablets 51-100 lbs. Similar Substitution is acceptable.	Box	30	60	NO BID	Left Blank	Left Blank	Left Blank	Merck	$262.70	$15,762.00 Left Blank	$47,286.00 Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
71	Vincristine Sulfate Injection, Preservative-Free, 1mg/ml	Bottle	20	40	NO BID	Left Blank	Left Blank	Left Blank	N/A	$0.00	$0.00 Left Blank	$0.00 Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
72	Yobine 2 mg/ml compound 100 ml/bottle	Bottle	30	50	NO BID	Left Blank	Left Blank	Left Blank	N/A	$0.00	$0.00 Left Blank	$0.00 Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
73	Zeniquin Tablets For Cats and Dogs 100mg-50tabs/bottle	Bottle	10	50	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$257.80	$12,890.00 Left Blank	$38,670.00 Left Blank	Left Blank	Left Blank	Left Blank	Left Blank

					MedFirst Healthcare Supply, Inc. Wildwood, FL				Patterson Veterinary Supply Inc St. Paul, MN.				Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE			
					Bidder 1 of 3				Bidder 2 of 3				Bidder 3 of 3			

Group II Veterinary Antibotics

Item No.	Description	Unit of Measure	Minimum Approximate Quantities	Minimum Approximate Quantities (A)	Bidder's Brand	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Bidder's Brand	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Bidder's Brand	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Amoxicillin 250 mg/caps 100 cap/bottle	Bottle	10	40	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$6.16	$246.40	$739.20	Left Blank	Left Blank	Left Blank	Left Blank
2	Amoxicillin 500 mg/caps 500 cap/bottle	Bottle	5	25	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$41.81	$1,045.25	$3,135.75	Left Blank	Left Blank	Left Blank	Left Blank
3	Amoxicillin drops 15 ml/Bottle	Bottle	1000	2000	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$7.65	$15,300.00	$45,900.00	Left Blank	Left Blank	Left Blank	Left Blank
4	Azithromycin 40 mg/ml Bottle	Bottle	100	300	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$4.53	$1,359.00	$4,077.00	Left Blank	Left Blank	Left Blank	Left Blank
5	Azithromycin 250 mg tablets	Bottle	50	300	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$4.67	$1,401.00	$4,203.00	Left Blank	Left Blank	Left Blank	Left Blank
6	Azithromycin 500 mg tablets	Bottle	5	100	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
7	Cefazolin injectable 1g bottle (25 Bottle/box)	Box	20	40	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$67.00	$2,680.00	$8,040.00	Left Blank	Left Blank	Left Blank	Left Blank
8	Cephalexin 250 mg/tabs 50 tab/bottle	Bottle	10	30	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$6.42	$192.60	$577.80	Left Blank	Left Blank	Left Blank	Left Blank
9	Cephalexin 500 mg/tab 500 tab/bottle	Bottle	10	30	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$42.33	$1,269.90	$3,809.70	Left Blank	Left Blank	Left Blank	Left Blank
10	Clavamox Chewable Tablets for Cat & Dogs, 125mg	Box	200	400	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$99.60	$39,840.00	$119,520.00	Left Blank	Left Blank	Left Blank	Left Blank
11	Clavamox Chewable Tablets for Cat & Dogs, 250mg	Box	200	400	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$157.20	$62,880.00	$188,640.00	Left Blank	Left Blank	Left Blank	Left Blank
12	Clindamycin Caps 150mg 500 ct	Bottle	100	500	NO BID	Left Blank	Left Blank	Left Blank	Cronus	$35.55	$17,775.00	$53,325.00	Left Blank	Left Blank	Left Blank	Left Blank
13	Clindamycin Caps 300mg 100 ct	Bottle	100	500	NO BID	Left Blank	Left Blank	Left Blank	Cronus	$16.06	$8,030.00	$24,090.00	Left Blank	Left Blank	Left Blank	Left Blank

City of El Paso
Bid Tabulation Form

Title: Various Veterinary Supplies & Medication

Solicitation Number: 2026-0090

Bid Opening: January 28, 2026

Department: Animal Services

					MedFirst Healthcare Supply, Inc. Wildwood, FL				Patterson Veterinary Supply Inc St. Paul, MN.				Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE			
					Bidder 1 of 3				Bidder 2 of 3				Bidder 3 of 3			
14	Clindamycin Caps 75mg 200 ct	Bottle	100	500	NO BID	Left Blank	Left Blank	Left Blank	Cronus	$59.21	$29,605.00	$88,815.00	Left Blank	Left Blank	Left Blank	Left Blank
15	Ciprofloxacin 250 mg	Bottle	10	50	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$5.80	$290.00	$870.00	Left Blank	Left Blank	Left Blank	Left Blank
16	Ciprofloxacin 500 mg	Bottle	10	50	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$11.12	$556.00	$1,668.00	Left Blank	Left Blank	Left Blank	Left Blank
17	Clavamox tablets 62.5 mg (4 tabs/card; 10 cards/box)	Box	20	100	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$64.52	$6,452.00	$19,356.00	Left Blank	Left Blank	Left Blank	Left Blank
18	Clavamox tablets 375 mg (4 tabs/card; 10cards/box)	Box	20	100	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$275.93	$27,593.00	$82,779.00	Left Blank	Left Blank	Left Blank	Left Blank
19	Clavamox Drops 15 ml	Each	200	700	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$13.62	$9,534.00	$28,602.00	Left Blank	Left Blank	Left Blank	Left Blank
20	Convenia inj. 10 ml/bottle	Bottle	100	500	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$457.40	$228,700.00	$686,100.00	Left Blank	Left Blank	Left Blank	Left Blank
21	Cough Tabs for Dogs & Cats	Bottle	2	10	NO BID	Left Blank	Left Blank	Left Blank	Creative Science	$214.43	$2,144.30	$6,432.90	Left Blank	Left Blank	Left Blank	Left Blank
22	Doxycline 100 mg/tabs 500 tabs/bottle	Bottle	50	100	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$28.41	$2,841.00	$8,523.00	Left Blank	Left Blank	Left Blank	Left Blank
23	Enrofloxicin (Baytril) 100 mg/ml injectable	Bottle	50	100	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$22.19	$2,219.00	$6,657.00	Left Blank	Left Blank	Left Blank	Left Blank
24	Enrofloxicin (Baytril) Tablets 22.7 mg	Bottle	50	100	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$138.91	$13,891.00	$41,673.00	Left Blank	Left Blank	Left Blank	Left Blank
25	Enrofloxicin (Baytril) Tablets 68 mg	Bottle	50	100	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$157.64	$15,764.00	$47,292.00	Left Blank	Left Blank	Left Blank	Left Blank
26	Enrofloxicin (Baytril) Tablets 132 mg	Bottle	50	100	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$221.41	$22,141.00	$66,423.00	Left Blank	Left Blank	Left Blank	Left Blank
27	Metronidazole 250 mg/tab 500 tab/bottle	Bottle	50	100	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$15.09	$1,509.00	$4,527.00	Left Blank	Left Blank	Left Blank	Left Blank
28	Metronidazole 500 mg/tab 500 tab/bottle	Bottle	50	100	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$56.49	$5,649.00	$16,947.00	Left Blank	Left Blank	Left Blank	Left Blank
29	Neomycin, Polymyxin B, Bacitracin Ophthalmic tube	Tube	400	600	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$5.40	$3,240.00	$9,720.00	Left Blank	Left Blank	Left Blank	Left Blank
30	Ofloxacin Oftalmic Drops 0.3%	Bottle	500	700	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$5.81	$4,067.00	$12,201.00	Left Blank	Left Blank	Left Blank	Left Blank
31	Penject Procaine Penicillin G 300,000 units/ml, 100 ml	Bottle	70	70	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
32	Penject Procaine Penicillin G 300,000 units/ml, 250 ml	Bottle	150	150	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
33	Penject Procaine Penicillin G 300,000 units/ml, 500 ml	Bottle	150	150	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
34	Slfamethoxazole-Trimethoprim 400 mg/ 80mg 500 tabs	Bottle	10	25	NO BID	Left Blank	Left Blank	Left Blank	RX Generics	$21.39	$534.75	$1,604.25	Left Blank	Left Blank	Left Blank	Left Blank
35	Terramycin Ophthalmic 3.5g tube	Tube	100	500	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$20.90	$10,450.00	$31,350.00	Left Blank	Left Blank	Left Blank	Left Blank

City of El Paso
Bid Tabulation Form

Title: Various Veterinary Supplies & Medication

Solicitation Number: 2026-0090

Bid Opening: January 28, 2026

Department: Animal Services

	MedFirst Healthcare Supply, Inc. Wildwood, FL			Patterson Veterinary Supply Inc St. Paul, MN.			Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE		
	Bidder 1 of 3			Bidder 2 of 3			Bidder 3 of 3		

Group III: Veterinary Miscellaneous Medication

Item No.	Description	Unit of Measure	Minimum Approximate Quantities	Minimum Approximate Quantities (A)	Bidder's Brand	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Bidder's Brand	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Bidder's Brand	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Capstar Tablets for Cats & Dogs, 11.4mg, Blue, Small, 2-25lb,Bulk Pack Generic is acceptable.	Box	25	100	NO BID	Left Blank	Left Blank	Left Blank	Pet IQ	$269.01	$26,901.00	$80,703.00	Left Blank	Left Blank	Left Blank	Left Blank
2	Capstar Tablets for Cats & Dogs, 57mg, Green, Over 25lb,Bulk Pack. Generic is acceptable.	Box	25	100	NO BID	Left Blank	Left Blank	Left Blank	Pet IQ	$279.46	$27,946.00	$83,838.00	Left Blank	Left Blank	Left Blank	Left Blank
3	Diroban Injection 25 mg/ml-5 vials/box-1ml/vial	Box	40	80	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$252.90	$20,232.00	$60,696.00	Left Blank	Left Blank	Left Blank	Left Blank
4	Fluconazole Tablets, USP, 200 MG, 100 tabs/bottle	Bottle	15	40	NO BID	Left Blank	Left Blank	Left Blank	RX Generic	$6.75	$270.00	$810.00	Left Blank	Left Blank	Left Blank	Left Blank
5	Limeplus Dip (Lyme Sulfur) 1 gal/bottle	Bottle	5	20	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
6	Lixotinic (1 gal. bottle)	Gallon	3	15	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$150.96	$2,264.40	$6,793.20	Left Blank	Left Blank	Left Blank	Left Blank
7	Marquis (15% Ponazuril) Paste Syringe 4x 127 mg	Tube	60	100	NO BID	Left Blank	Left Blank	Left Blank	Merial	$1,106.51	$110,651.00	$331,953.00	Left Blank	Left Blank	Left Blank	Left Blank
8	Pancur Susp. 10%, 100 ml/bottle	Bottle	10	40	NO BID	Left Blank	Left Blank	Left Blank	Merck	$159.29	$6,371.60	$19,114.80	Left Blank	Left Blank	Left Blank	Left Blank
9	Praziquantel tab. Canine 150 tab/bottle	Bottle	10	40	NO BID	Left Blank	Left Blank	Left Blank	Vedco	$264.71	$10,588.40	$31,765.20	Left Blank	Left Blank	Left Blank	Left Blank
10	Praziquantel tab. Feline 50 tab/bottle	Bottle	5	20	NO BID	Left Blank	Left Blank	Left Blank	Vedco	$94.12	$1,882.40	$5,647.20	Left Blank	Left Blank	Left Blank	Left Blank
11	Pyrantel Pamoate Susp QT	Bottle	50	100	NO BID	Left Blank	Left Blank	Left Blank	Aurora	$33.00	$3,300.00	$9,900.00	Left Blank	Left Blank	Left Blank	Left Blank
12	Purina Pro Plan FortiFlora Chewable Tablets for Canine No Substitutions	Bottle	100	200	NO BID	Left Blank	Left Blank	Left Blank	Purina	$110.36	$22,072.00	$66,216.00	Left Blank	Left Blank	Left Blank	Left Blank
13	Purina Pro Plan FortiFlora Powder for Feline No Substitutions	Bottle	100	200	NO BID	Left Blank	Left Blank	Left Blank	Purina	$113.94	$22,788.00	$68,364.00	Left Blank	Left Blank	Left Blank	Left Blank
14	Simparica Chewable 5 mg 2.5-5.5 lbs (10 pk/case)	Case	20	100	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$678.70	$67,870.00	$203,610.00	Left Blank	Left Blank	Left Blank	Left Blank
15	Simparica Chewable 5.6-11.1 lbs (10 pk/case)	Case	20	100	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$690.20	$69,020.00	$207,060.00	Left Blank	Left Blank	Left Blank	Left Blank
16	Simparica Chewable 20 mg 11.1-22.1 lbs (10 pk/case)	Case	20	100	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$703.40	$70,340.00	$211,020.00	Left Blank	Left Blank	Left Blank	Left Blank
17	Simparica Chewable 40 mg 22.1-44.1 lbs (10 pk/case)	Case	20	100	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$760.30	$76,030.00	$228,090.00	Left Blank	Left Blank	Left Blank	Left Blank
18	Simparica Chewable 80 mg 44.1-88.1 lbs (10 pk/case)	Case	20	100	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$782.90	$78,290.00	$234,870.00	Left Blank	Left Blank	Left Blank	Left Blank
19	Simparica Chewable 120 mg 88.1-132.0 lbs (10 pk/case)	Case	20	100	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$793.10	$79,310.00	$237,930.00	Left Blank	Left Blank	Left Blank	Left Blank
20	Supplical 5 oz	Tube	100	150	NO BID	Left Blank	Left Blank	Left Blank	Vetoquinol	$9.90	$1,485.00	$4,455.00	Left Blank	Left Blank	Left Blank	Left Blank

City of El Paso
Bid Tabulation Form

Title: Various Veterinary Supplies & Medication

Solicitation Number: 2026-0090

Bid Opening: January 28, 2026

Department: Animal Services

					MedFirst Healthcare Supply, Inc. Wildwood, FL				Patterson Veterinary Supply Inc St. Paul, MN.				Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE			
					Bidder 1 of 3				Bidder 2 of 3				Bidder 3 of 3			
21	Terbinafine HCL Tablets, USP, 250 mg - 30/bottle	Bottle	20	100	NO BID	Left Blank	Left Blank	Left Blank	RX Generic	$3.42	$342.00	$1,026.00	Left Blank	Left Blank	Left Blank	Left Blank
22	Trifectant Disinfectant Powder - 10 lb/bottle	Bottle	6	10	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
23	Vectra 3D Topical for Canine Yellow 5-10	Box	5	15	NO BID	Left Blank	Left Blank	Left Blank	Ceva	$420.72	$6,310.80	$18,932.40	Left Blank	Left Blank	Left Blank	Left Blank
24	Vectra 3D Topical for CaninePurple 5-10	Box	5	15	NO BID	Left Blank	Left Blank	Left Blank	Ceva	$503.40	$7,551.00	$22,653.00	Left Blank	Left Blank	Left Blank	Left Blank
25	Vectra 3D Topical for Canine Blue 21 -55	Box	5	15	NO BID	Left Blank	Left Blank	Left Blank	Ceva	$491.16	$7,367.40	$22,102.20	Left Blank	Left Blank	Left Blank	Left Blank
26	Vectra 3D Topical for Canine Green 11-20	Box	5	15	NO BID	Left Blank	Left Blank	Left Blank	Ceva	$473.76	$7,106.40	$21,319.20	Left Blank	Left Blank	Left Blank	Left Blank
27	Vectra 3D Topical for Canine Red 90+	Box	5	15	NO BID	Left Blank	Left Blank	Left Blank	Ceva	$511.80	$7,677.00	$23,031.00	Left Blank	Left Blank	Left Blank	Left Blank
28	Vetadine (Povidone Iodine) Sol Gel	Gallon	50	100	NO BID	Left Blank	Left Blank	Left Blank	Vedco	$35.95	$3,595.00	$10,785.00	Left Blank	Left Blank	Left Blank	Left Blank
29	Vitamin B12 Complex (injectable)	Bottle	20	50	NO BID	Left Blank	Left Blank	Left Blank	Vedco	$15.05	$752.50	$2,257.50	Left Blank	Left Blank	Left Blank	Left Blank
30	Vitamin B12 (injectable Bottle)	Bottle	20	50	NO BID	Left Blank	Left Blank	Left Blank	Phoenix	$15.32	$766.00	$2,298.00	Left Blank	Left Blank	Left Blank	Left Blank
31	FELV/FIV Text Kits 25/box	Box	100	250	NO BID	Left Blank	Left Blank	Left Blank	Heska	$415.52	$103,880.00	$311,640.00	Left Blank	Left Blank	Left Blank	Left Blank
32	Heartworm Test Kits 100/box	Box	100	250	NO BID	Left Blank	Left Blank	Left Blank	Heska	$105.00	$26,250.00	$78,750.00	Left Blank	Left Blank	Left Blank	Left Blank
33	Parvo Test Kits	Box	1000	1500	NO BID	Left Blank	Left Blank	Left Blank	Modern Vet	$111.25	$166,875.00	$500,625.00	Left Blank	Left Blank	Left Blank	Left Blank

					MedFirst Healthcare Supply, Inc. Wildwood, FL				Patterson Veterinary Supply Inc St. Paul, MN.				Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE			
					Bidder 1 of 3				Bidder 2 of 3				Bidder 3 of 3			
Group IV Surgical & Medical Supplies																
Item No.	Description	Unit of Measure	Minimum Approximate Quantities	Minimum Approximate Quantities (A)	Bidder's Brand	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Bidder's Brand	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Bidder's Brand	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Albon Liquid 5% (473 ml bottle) 160z	Bottle	10	30	NO BID	Left Blank	Left Blank	Left Blank	Zoetis	$113.35	$3,400.50	$10,201.50	Left Blank	Left Blank	Left Blank	Left Blank
2	Alcohol 70% Buffered Gallon	Gallon	50	100	NO BID	Left Blank	Left Blank	Left Blank	Vedco	$4.27	$427.00	$1,281.00	Left Blank	Left Blank	Left Blank	Left Blank
3	Ambu Bag	Bag	10	25	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$50.49	$1,262.25	$3,786.75	Left Blank	Left Blank	Left Blank	Left Blank
4	Anesthesia Mask Large Feline	Each	10	50	NO BID	Left Blank	Left Blank	Left Blank	ICU Medical	$25.62	$1,281.00	$3,843.00	Left Blank	Left Blank	Left Blank	Left Blank
5	Anesthesia Mask Medium Feline	Each	10	50	NO BID	Left Blank	Left Blank	Left Blank	ICU Medical	$25.62	$1,281.00	$3,843.00	Left Blank	Left Blank	Left Blank	Left Blank
6	Anesthesia tubs Small (Hatrix J0248A)	Each	20	45	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$15.38	$692.10	$2,076.30	Left Blank	Left Blank	Left Blank	Left Blank

City of El Paso
Bid Tabulation Form

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Solicitation Number: 2026-0090

Bid Opening: January 28, 2026

Department: Animal Services

					MedFirst Healthcare Supply, Inc. Wildwood, FL				Patterson Veterinary Supply Inc St. Paul, MN.				Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE			
					Bidder 1 of 3				Bidder 2 of 3				Bidder 3 of 3			
7	Anesthesia tubs Large (Hatrix J0248A)	Each	20	45	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$19.29	$868.05	$2,604.15	Left Blank	Left Blank	Left Blank	Left Blank
8	Anesthesia bags .5 Liter	Each	20	45	NO BID	Left Blank	Left Blank	Left Blank	AM Bickford	$24.60	$1,107.00	$3,321.00	Left Blank	Left Blank	Left Blank	Left Blank
9	Anesthesia bags 1 Liter	Each	20	45	NO BID	Left Blank	Left Blank	Left Blank	AM Bickford	$23.25	$1,046.25	$3,138.75	Left Blank	Left Blank	Left Blank	Left Blank
10	Anesthesia bags 2 Liter	Each	20	45	NO BID	Left Blank	Left Blank	Left Blank	AM Bickford	$24.01	$1,080.45	$3,241.35	Left Blank	Left Blank	Left Blank	Left Blank
11	Anesthesia bags 3 Liter	Each	20	45	NO BID	Left Blank	Left Blank	Left Blank	AM Bickford	$24.41	$1,098.45	$3,295.35	Left Blank	Left Blank	Left Blank	Left Blank
12	Artifical Tears (15ml liquid bottle)	Bottle	50	100	NO BID	Left Blank	Left Blank	Left Blank	OTC Generics	$6.35	$635.00	$1,905.00	Left Blank	Left Blank	Left Blank	Left Blank
13	Blood Collector Set 27g x 1/2" Butterfly 25ct/bx	Box	5	20	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
14	Bottle, Plastic, with Yorker 0.5oz 50ct/box	Box	50	300	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$13.86	$4,158.00	$12,474.00	Left Blank	Left Blank	Left Blank	Left Blank
15	Bottle, Plastic, with Yorker 1oz	Box	50	300	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$16.42	$4,926.00	$14,778.00	Left Blank	Left Blank	Left Blank	Left Blank
16	Braun Suture Wire (J0091S20) / 2-0 / 50m	Cassette	12	25	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$29.65	$741.25	$2,223.75	Left Blank	Left Blank	Left Blank	Left Blank
17	Braun Suture Wire (J0091S30) / 3-0 / 50m	Cassette	12	25	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
18	Breath safe Respiratory Monitor	Each	14	50	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$234.00	$11,700.00	$35,100.00	Left Blank	Left Blank	Left Blank	Left Blank
19	Charcoal Canister Filter	Cans	100	150	NO BID	Left Blank	Left Blank	Left Blank	AM Bickford	$11.89	$1,783.50	$5,350.50	Left Blank	Left Blank	Left Blank	Left Blank
20	Chorexidine scrub 2%	Galllon	40	70	NO BID	Left Blank	Left Blank	Left Blank	First Priority	$23.09	$1,616.30	$4,848.90	Left Blank	Left Blank	Left Blank	Left Blank
21	Cloth Drapes 24" x 24"	Each	60	100	NO BID	Left Blank	Left Blank	Left Blank	KVP International	$12.99	$1,299.00	$3,897.00	Left Blank	Left Blank	Left Blank	Left Blank
22	Elizabethan Collar, Soft & Flexible, Kittens & Puppies, 4in or Extra Small	Each	10	30	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$6.01	$180.30	$540.90	Left Blank	Left Blank	Left Blank	Left Blank
23	Elizabethan Collar, Soft & Flexible, Cats & Small Dogs, 5.5in or small	Each	10	30	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$6.16	$184.80	$554.40	Left Blank	Left Blank	Left Blank	Left Blank
24	Elizabethan Collar, Soft & Flexible, Cats & Small Dogs,11-20in or Large	Each	10	30	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$15.33	$459.90	$1,379.70	Left Blank	Left Blank	Left Blank	Left Blank
25	Endothracheal Tube Brush 4mm	Each	1	5	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$8.45	$42.25	$126.75	Left Blank	Left Blank	Left Blank	Left Blank
26	Endothracheal Tube Brush 8mm	Each	1	5	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$9.05	$45.25	$135.75	Left Blank	Left Blank	Left Blank	Left Blank
27	Endothracheal Tube Brush Securing Device	Package	1	5	NO BID	Left Blank	Left Blank	Left Blank	N/A	$0.00	$0.00	$0.00	Left Blank	Left Blank	Left Blank	Left Blank
28	Freer Elevator	Each	5	15	NO BID	Left Blank	Left Blank	Left Blank	Militex	$81.19	$1,217.85	$3,653.55	Left Blank	Left Blank	Left Blank	Left Blank
29	Instrument Lubricant Milk	Each	30	60	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$43.41	$2,604.60	$7,813.80	Left Blank	Left Blank	Left Blank	Left Blank

City of El Paso
Bid Tabulation Form

Title: Various Veterinary Supplies & Medication

Solicitation Number: 2026-0090

Bid Opening: January 28, 2026

Department: Animal Services

					MedFirst Healthcare Supply, Inc. Wildwood, FL				Patterson Veterinary Supply Inc St. Paul, MN.				Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE			
					Bidder 1 of 3				Bidder 2 of 3				Bidder 3 of 3			
30	IV Admin set	Each	500	700	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$1.01	$707.00	$2,121.00	Left Blank	Left Blank	Left Blank	Left Blank
31	IV Fluid Line Micro Drip	Each	100	300	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$0.98	$294.00	$882.00	Left Blank	Left Blank	Left Blank	Left Blank
32	IV catheter 24 gauge (50ct/box)	Box	20	50	NIPRO	$49.70	$2,485.00	$7,455.00	Terumo	$99.00	$4,950.00	$14,850.00	Left Blank	Left Blank	Left Blank	Left Blank
33	IV catheter 22 gauge (50ct/box)	Box	20	50	NIPRO	$49.70	$2,485.00	$7,455.00	Terumo	$99.00	$4,950.00	$14,850.00	Left Blank	Left Blank	Left Blank	Left Blank
34	IV catheter 20 gauge (50ct/box)	Box	20	50	NIPRO	$49.70	$2,485.00	$7,455.00	Terumo	$99.00	$4,950.00	$14,850.00	Left Blank	Left Blank	Left Blank	Left Blank
35	MalAcetic Otic Cleaner 2% Boric Acid , 2% Acetic Acid	Bottle	25	50	NO BID	Left Blank	Left Blank	Left Blank	Dechra	$25.58	$1,279.00	$3,837.00	Left Blank	Left Blank	Left Blank	Left Blank
36	Malaseb Shampoo	Bottle	20	80	NO BID	Left Blank	Left Blank	Left Blank	Dechra	$27.17	$2,173.60	$6,520.80	Left Blank	Left Blank	Left Blank	Left Blank
37	Hypodermic Needles 20g x 1"	Box	500	1000	NIPRO	$6.25	$6,250.00	$18,750.00	Precision Logistics	$10.20	$10,200.00	$30,600.00	Left Blank	Left Blank	Left Blank	Left Blank
38	Hypodermic Needles 22g x 1.5"	Box	500	1000	NIPRO	$6.25	$6,250.00	$18,750.00	Precision Logistics	$10.20	$10,200.00	$30,600.00	Left Blank	Left Blank	Left Blank	Left Blank
39	Hypodermic Needles 25g x 1.5"	Box	500	1000	NIPRO	$6.25	$6,250.00	$18,750.00	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
40	Hypodermic Needles 25g x 5/8"	Box	500	1000	NIPRO	$6.25	$6,250.00	$18,750.00	Precision Logistics	$10.20	$10,200.00	$30,600.00	Left Blank	Left Blank	Left Blank	Left Blank
41	Pop - Off Occlusion valve	Each	3	12	NO BID	Left Blank	Left Blank	Left Blank	Patterson Vet Supply	$75.00	$900.00	$2,700.00	Left Blank	Left Blank	Left Blank	Left Blank
42	Scalepl #10 100/box	Box	200	300	MYCO	$9.99	$2,997.00	$8,991.00	Pivetal	$12.84	$3,852.00	$11,556.00	Left Blank	Left Blank	Left Blank	Left Blank
43	Scalepl #15 100/box	Box	100	200	MYCO	$9.99	$1,998.00	$5,994.00	Pivetal	$12.84	$2,568.00	$7,704.00	Left Blank	Left Blank	Left Blank	Left Blank
44	Soda lime bag 3lbs/bag	Bags	100	200	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$9.30	$1,860.00	$5,580.00	Left Blank	Left Blank	Left Blank	Left Blank
45	Sponges 4x4 Non-Woven 4000/case	Case	50	100	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$2.31	$231.00	$693.00	Left Blank	Left Blank	Left Blank	Left Blank
46	Steam Instrument Sterilization Pouch 3.5"x9" Self Seal	Box	4	10	NO BID	Left Blank	Left Blank	Left Blank	AMD Medicom	$13.90	$139.00	$417.00	Left Blank	Left Blank	Left Blank	Left Blank
47	Steam Instrument Sterilization Pouch 5.25"x10" Self Seal	Box	4	10	NO BID	Left Blank	Left Blank	Left Blank	Milipledge	$31.83	$318.30	$954.90	Left Blank	Left Blank	Left Blank	Left Blank
48	Steam Instrument Sterilization Pouch 7.5"x13" Self Seal	Box	4	10	NO BID	Left Blank	Left Blank	Left Blank	Milipledge	$53.76	$537.60	$1,612.80	Left Blank	Left Blank	Left Blank	Left Blank
49	Steam Instrument Sterilization Pouch 8.0"x16" Self Seal	Box	4	10	NO BID	Left Blank	Left Blank	Left Blank	Propper MFG	$174.56	$1,745.60	$5,236.80	Left Blank	Left Blank	Left Blank	Left Blank
50	Surgical lube (surgilube)	Tube	15	20	NO BID	Left Blank	Left Blank	Left Blank	OTC Generics	$3.75	$75.00	$225.00	Left Blank	Left Blank	Left Blank	Left Blank
51	Surgical Scrub brushes (with PVP) Disposable	Tube	100	200	NO BID	Left Blank	Left Blank	Left Blank	Becton Dickson	$42.70	$8,540.00	$25,620.00	Left Blank	Left Blank	Left Blank	Left Blank
52	Suture Absorbable: Violet 5-0/NRB-1 Taper Point 17mm/30in	Box	10	20	NO BID	Left Blank	Left Blank	Left Blank	Pivetal	$49.49	$989.80	$2,969.40	Left Blank	Left Blank	Left Blank	Left Blank

City of El Paso
Bid Tabulation Form

Title: Various Veterinary Supplies & Medication

Solicitation Number: 2026-0090

Bid Opening: January 28, 2026

Department: Animal Services

					MedFirst Healthcare Supply, Inc. Wildwood, FL				Patterson Veterinary Supply Inc St. Paul, MN.				Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE			
					Bidder 1 of 3				Bidder 2 of 3				Bidder 3 of 3			
53	Suture : Ethilon 2/0 FS 18" Black 12ct/box	Box	20	60	MYCO	$49.85	$2,991.00	$8,973.00	Pivetal	$42.56	$2,553.60	$7,660.80	Left Blank	Left Blank	Left Blank	Left Blank
54	Suture: Steel Suture Cassette 3/0	Cassette	20	60	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
55	Suture: Steel Suture Cassette 2/0	Cassette	10	30	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
56	Suture PDS II (polydioxanone) 0/0 36ct/box	Box	20	60	MYCO	$62.95	$3,777.00	$11,331.00	Clipper Distributing	$446.19	$26,771.40	$80,314.20	Left Blank	Left Blank	Left Blank	Left Blank
57	Suture Sorbocryl 4/0 FS-2, 36" 12ct/box NFS-2	Box	100	200	MYCO	$54.85	$10,970.00	$32,910.00	Clipper Distributing	$305.61	$61,122.00	$183,366.00	Left Blank	Left Blank	Left Blank	Left Blank
58	Suture Sorbocryl 3/0 FS-2, 36" 12ct/box NFS-2	Box	900	1200	MYCO	$54.85	$65,820.00	$197,460.00	Clipper Distributing	$295.86	$355,032.00	$1,065,096.00	Left Blank	Left Blank	Left Blank	Left Blank
59	Suture Sorbocryl 2/0 FS-1, 36" 12ct/box	Box	500	800	NO BID	Left Blank	Left Blank	Left Blank	Clipper Distributing	$103.47	$82,776.00	$248,328.00	Left Blank	Left Blank	Left Blank	Left Blank
60	Suture Sorbocryl 0/0 FS-1, 36" 12ct/box	Box	100	300	NO BID	Left Blank	Left Blank	Left Blank	Clipper Distributing	$310.41	$93,123.00	$279,369.00	Left Blank	Left Blank	Left Blank	Left Blank
61	Syringe 1ml 25G 1" 100ct/box	Box	700	1000	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
62	Syringe 1ml 25G 5/8" 100ct/box	Box	700	1000	NIPRO	$13.45	$13,450.00	$40,350.00	Excel International	$19.53	$19,530.00	$58,590.00	Left Blank	Left Blank	Left Blank	Left Blank
63	Syringe 1ml 21G 1" 100ct/box	Box	700	1000	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
64	Syringe 1ml 21G 5/8" 100ct/box	Box	700	1000	NO BID	Left Blank	Left Blank	Left Blank	N/A	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank
65	Syringe 6ml NO NEEDLE 100ct/box	Box	500	1000	NIPRO	$11.49	$11,490.00	$34,470.00	Cardinal Health	$13.92	$13,920.00	$41,760.00	Left Blank	Left Blank	Left Blank	Left Blank
66	Syringe 12ml NO NEEDLE 100ct/box	Box	500	1000	EXEL	$29.50	$29,500.00	$88,500.00	Cardinal Health	$28.30	$28,300.00	$84,900.00	Left Blank	Left Blank	Left Blank	Left Blank
67	Syringe 20cc Louer Lock	Box	500	1000	NIPRO	$17.99	$17,990.00	$53,970.00	Cardinal Health	$37.09	$37,090.00	$111,270.00	Left Blank	Left Blank	Left Blank	Left Blank
68	Syringe 60cc Louer Lock	Box	500	1000	EXEL	$32.35	$32,350.00	$97,050.00	Cardinal Health	$26.35	$26,350.00	$79,050.00	Left Blank	Left Blank	Left Blank	Left Blank
69	Syringe cap Louer Lock Tip	Box	500	1000	NO BID	Left Blank	Left Blank	Left Blank	Cardinal Health	$8.28	$8,280.00	$24,840.00	Left Blank	Left Blank	Left Blank	Left Blank
70	Syringe cap Louer Lock Slip	Box	500	1000	NO BID	Left Blank	Left Blank	Left Blank	Cardinal Health	$8.28	$8,280.00	$24,840.00	Left Blank	Left Blank	Left Blank	Left Blank
71	Syringes 0.5 cc, Accu-scale graduations: 0.01 ml	Box	200	400	NO BID	Left Blank	Left Blank	Left Blank	Ultimed	$16.10	$6,440.00	$19,320.00	Left Blank	Left Blank	Left Blank	Left Blank
72	Tattoo Ink Paste, Green	Tube	5	10	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$8.45	$84.50	$253.50	Left Blank	Left Blank	Left Blank	Left Blank
73	Urinary Catheter Cat 1.0 mm x 130 mm Cvet	Each	10	20	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$3.38	$67.60	$202.80	Left Blank	Left Blank	Left Blank	Left Blank
74	Urinary Catheter Cat 1.3 mm x 130 mm Cvet	Each	10	20	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$3.38	$67.60	$202.80	Left Blank	Left Blank	Left Blank	Left Blank
75	Urinary Catheter Dog 1.3 mm x 500 mm Cvet	Each	10	20	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$2.89	$57.80	$173.40	Left Blank	Left Blank	Left Blank	Left Blank
76	Urinary Catheter Dog 2.0 mm x 500 mm Cvet	Each	10	20	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$2.18	$43.60	$130.80	Left Blank	Left Blank	Left Blank	Left Blank

City of El Paso
Bid Tabulation Form

Title: Various Veterinary Supplies & Medication

Solicitation Number: 2026-0090

Bid Opening: January 28, 2026

Department: Animal Services

					MedFirst Healthcare Supply, Inc. Wildwood, FL				Patterson Veterinary Supply Inc St. Paul, MN.				Dr. M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE			
					Bidder 1 of 3				Bidder 2 of 3				Bidder 3 of 3			
77	Urinary Catheter Dog 2.6 mm x 500 mm Cvet	Each	10	20	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$2.41	$48.20	$144.60	Left Blank	Left Blank	Left Blank	Left Blank
78	Urinary Catheter Dog 3.3 mm x 500 mm Cvet	Each	10	20	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$2.66	$53.20	$159.60	Left Blank	Left Blank	Left Blank	Left Blank
79	Ultrasound Instrument Enzimatic Cleaner	Each	25	40	NO BID	Left Blank	Left Blank	Left Blank	Jorgensen	$53.06	$2,122.40	$6,367.20	Left Blank	Left Blank	Left Blank	Left Blank

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)		X	Left Blank
No option offered	X		Left Blank
Amendments acknowledged:	Yes	Yes	Yes
Hire El Paso First:	No	No	No

Bids Solicited: 451 Local Bids Solicited: 155 Bids Received: 3 Local Bids Received: 0 No Bid: 4

Note: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Online Views for 2026-0090 Various Veterinary Supplies & Medication			
No.	**Participant Name**	**City**	**State**
1	AEH Solutions (Amy E. Harmon)	El Paso	TX
2	Bio Dyne Chemical Co. (MJ Mader Enterprises Inc.)	El Paso	TX
3	Bright Masters Cleaning Services (Alphabird M&C LLC)	El Paso	TX
4	C. SPECIALTIES INC.	Indianapolis	IN
5	Campbell Pet Company	Vancouver	WA
6	El Paso Trench Safety, Inc.	El Paso	TX
7	Intervet Inc. Merck Animal Health	Madison	NJ
8	LD Supply Company, Inc.	El Paso	TX
9	Legend + White Animal Health Corp.	Lincolnshire	IL
10	LMI Textiles	Milton	MA
11	McKesson Medical-Surgical Government Solutions LLC	Atlanta	GA
12	MEDICO MART INC	WAUKESHA	WI
13	Midwest Veterinary Supply	Lakeville	MN
14	Nickes Medical Supply,LLC	El Paso	TX
15	North American Rescue Medical Depot	Greer	SC
16	Passport Health (PPH Global Services, LLC)	Phoenix	AZ
17	Pwxpress	Jacksonville	FL
18	Raven Tactical LLC	El Paso	TX
19	Spark Multinational, LLC	El Paso	TX
20	Unipak Corp.	West Long Branch	NJ
21	Wedgewood Pharmacy (Wedgewood Village Pharmacy)	Swedesboro	NJ
22	MedFIRST Healthcare Supply, Inc.	Wildwood	FL
23	Patterson Veterinary Supply	St. Paul	MN
24	Wholesale Medical Midwest LLC	Hastings	NE
25	Zeraus Iluminacion	El Paso	TX
26	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
27	MP Healthcare Medical Supply (Procare Mobility and Medical Supply)	San Antonio	TX
28	Bound Tree Medical, LLC	Chicago	IL

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	Kristen Ellis- Legros
Business Name	MedFirst Healthcare Supply, Inc.
Agenda Item Type	Contract Award
Relevant Department	Animal Services 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.

[X] 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: 01/26/2026

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Definitions:

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"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.
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Contributor / Donor Information:

Full Name	Danielle Armstrong
Business Name	Patterson Veterinary Supply
Agenda Item Type	Contract Award
Relevant Department	Animal Services 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		
District 1		
District 2		
District 3		
District 4		
District 5		
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District 7		
District 8		

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Signature: _____ Date: 1/26/26

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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Contributor / Donor Information:

Full Name	Christy Schutte
Business Name	Wholesale Medical Midwest LLC
Agenda Item Type	Contract Award
Relevant Department	Animal Services 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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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: Christine Schutte Digitally signed by Christine Schutte Date: 2025.09.09 10:29:39 -05'00' Date: 9.9.25

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	Kristen Ellis- Legros
Business Name	MedFirst Healthcare Supply, Inc.
Agenda Item Type	Contract Award
Relevant Department	Animal Services 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.

[X] 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: 01/26/2026

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.**

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"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.

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Contributor / Donor Information:

Full Name	Danielle Armstrong
Business Name	Patterson Veterinary Supply
Agenda Item Type	Contract Award
Relevant Department	Animal Services 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: 1/26/26

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:

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"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.

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Contributor / Donor Information:

Full Name	Christy Schutte
Business Name	Wholesale Medical Midwest LLC
Agenda Item Type	Contract Award
Relevant Department	Animal Services 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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OR

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

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Signature: Christine Schutte Digitally signed by Christine Schutte Date: 2025.09.09 10:29:39 -05'00' Date: 9.9.25

File #: 26-0615, **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
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 that the City Manager be authorized to sign the First Amendment to the Mutual Aid Agreement by and between the City of El Paso and the United States Army Garrison (USAG), Fort Bliss, Texas, updating the area to which the City of El Paso will provide fire and emergency response during emergency conditions occurring within Fort Bliss properties.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

REVISED
9:50 am, May 15, 2026

DEPARTMENT / COUNCIL OFFICE: Fire

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Chief Jonathan Killings **PHONE NUMBER:** 915-212-5665

2nd CONTACT PERSON NAME: Assistant Chief Gustavo Tavarez **PHONE NUMBER:** 915-212-5608

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Discussion and action on a Resolution that the City Manager be authorized to sign the First Amendment to the Mutual Aid Agreement by and between the City of El Paso and the United States Army Garrison (USAG), Fort Bliss, Texas, updating the area to which the City of El Paso will provide fire and emergency response during emergency conditions occurring within Fort Bliss properties.

ISSUE STATEMENT:

Discussion and action on authorizing the City Manager to sign an amendment to the Mutual Aid Agreement with Fort Bliss, updating the areas where the City of El Paso will provide fire and emergency response services during emergencies.

BACKGROUND:

The amendment updates EPFD emergency response responsibilities for reclassified federal property along the border and Montana Avenue.Land along the border has been designated as the Texas National Defense Area; this amendment allows EPFD to continue providing emergency response within that area under the existing mutual aid agreement with Fort Bliss.Additionally, a portion of Fort Bliss property along Montana Avenue, between Loop 375 and Global Reach Drive, has been reclassified as federal property and is excluded from the mutual aid agreement.

COUNCIL OPTIONS:

Approve the Resolution
Deny the Resolution

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

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:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Fort Bliss MOU First Amendment

FOR MORE INFORMATION:

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

SIGNATURE: Jonathan Killings Digitally signed by Jonathan Killings Date: 2026.05.06 12:01:21 -06'00'

(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 is authorized to sign the First Amendment to the Mutual Aid Agreement by and between the City of El Paso and the United States Army Garrison (USAG), Fort Bliss, Texas, updating the area to which the City of El Paso will provide fire and emergency response during emergency conditions occurring within Fort Bliss properties.

Approved this ____ day of _____ 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:

Jonathan Killings, Fire Chief
El Paso Fire Department

HQ26-Human Resources-5672 | TRAN#19352 | KAS
First Amendment – Mutual Aid Agreement Resolution

REVISED
10:57 am, May 13, 2026

(U) FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MUTUAL AID AGREEMENT), IM-W586FE-25-MOU-005 DATED 29 APRIL 2025 BETWEEN CITY OF EL PASO, TEXAS AND HEADQUARTERS, UNITED STATES ARMY GARRISON FORT BLISS, TEXAS

(U) This First Amendment to the Memorandum of Understanding (MOU) (Mutual Aid Agreement) is entered to amend the MOU Number: IM-W583FE-25-MOU-005, originally dated April 29, 2025, executed by and between the City of El Paso Texas and U.S. Army Garrison, Fort Bliss, Texas.

(U) WHEREAS, since entering into the Mutual Aid Agreement, there is a need to update the area the City of El Paso will provide services for fire, medical, and hazardous material emergency incidents to accurately reflect the current locations being serviced; and

(U) WHEREAS, the City is performing a governmental function by providing these services, which will serve the public purpose of enhancing public safety and ensuring effective emergency response, fire prevention, and firefighter capabilities across jurisdictions.

(U) NOW, THEREFORE, it is mutually understood and agreed by and between the undersigned contracting parties to amend the MOU previously beginning on the 29th day of April 2025 as follows:

A. (U) The language in section 2.1.1 is hereby stricken and replaced with the language as follows:

2.1 (U) The City of El Paso will-

2.1.1 (CUI) Automatically, provide initial response services for fire, medical, and hazardous material emergency incidents on Fort Bliss properties west of Railroad Drive to include Chapin High School, Colin L. Powel Elementary, Isaac Camacho Head Start, Logan Elementary, Navarrete Middle School, Upper and Lower Beaumont areas, Logan Heights and Lower Logan housing areas, Hayes Housing, the Golf Course, and the Paso Del Norte housing area, Logan Child Development Center, Fort Bliss RV Park, WBAMC Legacy Hospital, El Paso VA Medical Center. The City of El Paso Fire Department will also automatically provide initial response services to Texas National Defense Area (TXNDA) River Mile 0 through River Mile 18 (see Exhibit B 1-5), U.S. Government properties along Montana Avenue between Texas State Highway Loop 375 and Global Reach Drive and areas of Montana Freeway (U.S. Route 62/ U.S. Route 180), excluding Camp East Montana, that are over Fort Bliss property contingent upon the

Controlled by: U.S. Army Garrison Fort Bliss,
Directorate of Emergency Services
CUI Category: Emergency Management
POC: Francisco Gonzalez, 915-744-2824
francisco.j.gonzalez80.civ@army.mil

relocation of Fire Station 12. *See Exhibit A. Exhibits B 1-5 is added as attached.*

B. (U) Except as herein amended, all other terms and conditions remain in full force and effect.

(U) **IN WITNESS WHEREOF**, the parties have executed this Mutual Aid Agreement in El Paso, Texas on this _____ day of _____, 2026.

(U) **FORT BLISS**

(U) Joseph F. Allen, Fire Chief
Fort Bliss Fire Department

(U) Michael V. Soyka
Colonel, AR
Garrison Commander

(U) **CITY OF EL PASO**

(U) Dionne Mack, City Manager
City of El Paso, Texas

(U) APPROVED AS TO CONTENT:

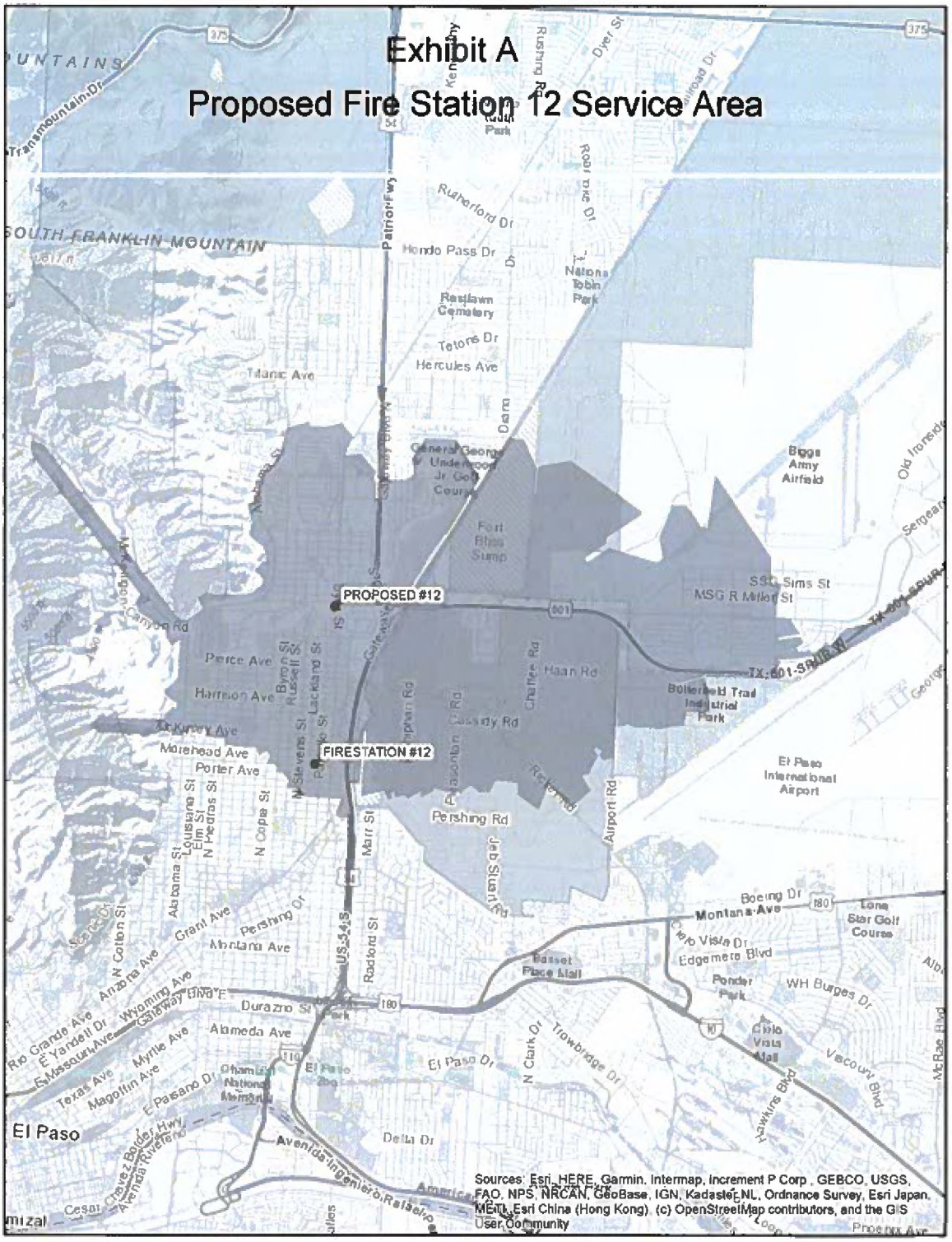
(U) Jonathan Killings, Fire Chief
El Paso Fire Department

(U) APPROVED AS TO FORM:

(U) Karla A. Saenz
Assistant City Attorney

Exhibit A

Proposed Fire Station 12 Service Area



Texas NDA Lands

EXHIBIT B-1

Executive Center

Paisano

I-10

New Mexico

Texas

Subject Area

River Mile 0

233.48 ft

River Mile 1

158.36 ft

Legend

- NDA Lands
- US/Mexico Boundary
- Widths
- River Mile Markers

0 500 1,000 2,000 Feet

HQ26 Human Resources 5672 | TRAN#10351 | KAS

First Amendment | Memorandum of Understanding

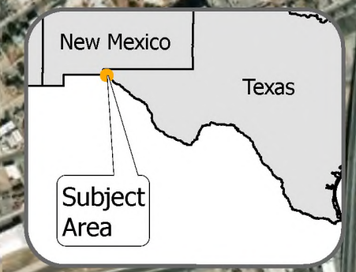
US Army Corps of Engineers®

Fort Worth District

569

Texas NDA Lands

EXHIBIT B-2



River Mile 2

SPUR 1966

I-10

380.42 ft

River Mile 3

Paisano

179.32 ft

CESAR CHAVEZ MEMORIAL

River Mile 4

Legend

- NDA Lands
- US/Mexico Boundary
- Widths
- River Mile Markers

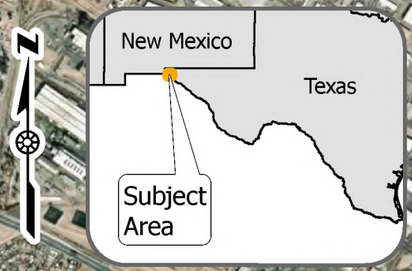
0 500 1,000 2,000 Feet

HQ26 Human Resources 5672 | TRAN#19351 | KAS First Amendment | Memorandum of Understanding

US Army Corps of Engineers®
Fort Worth Distr 570

Texas NDA Lands

EXHIBIT B-3



US54

PAISANO

ALAMEDA

DELTA

N LOOP

CESAR CHAVEZ MEMORIAL

MIDWAY

221.67 ft

132.72 ft

302.58 ft

326.21 ft

River Mile 5

River Mile 6

River Mile 7

River Mile 8

River Mile 9

River Mile 10

River Mile 11

River M

Legend

- NDA Lands
- US/Mexico Boundary
- Widths
- River Mile Markers

0 1,500 3,000 6,000 Feet

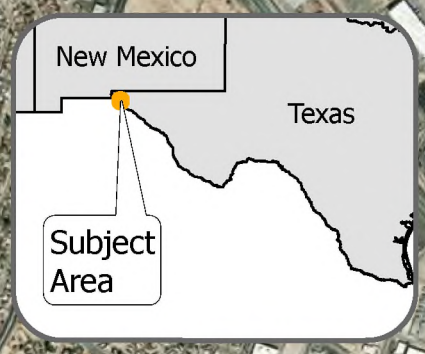
HQ26 Human Resources 5672 | TRAN#19351 | KAS
First Amendment | Memorandum of Understanding

US Army Corps of Engineers®
Fort Worth Distr

571

Texas NDA Lands

EXHIBIT B-4



River Mile 11

326.21 ft

River Mile 12

River Mile 13

553.36 ft

River Mile 14

River Mile 15

353.99 ft

River Mile 16

River Mile 17

N LOOP

YARBROUGH

ZARAGOZA

PADRES

LOOP 375

WINN

Legend

- NDA Lands
- US/Mexico Boundary
- Widths
- △ River Mile Markers

0 1,500 3,000 6,000 Feet

US Army Corps of Engineers®
Fort Worth District

HQ26 Human Resources 5672 | TRAN#10351 | KAS
First Amendment | Memorandum of Understanding

Texas NDA Lands

EXHIBIT B-5



River Mile 17

WINN

River Mile 18

350.86 ft

River Mile 19

River Mile 20

638.17 ft

River Mile 21

876.56 ft

River Mile 22

River Mile 23

Legend

- NDA Lands
- US/Mexico Boundary
- Widths
- River Mile Markers

0 1,500 3,000 6,000 Feet

HQ26 Human Resources 5672 | TRAN#10351 | KAS
First Amendment | Memorandum of Understanding

US Army Corps of Engineers®
Fort Worth District

File #: 26-0627, **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, Javier Acosta, (915) 212-1845
Office of Management and Budget, Sasho Andonoski, (915) 212-1092

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 a budget transfer of $4,444,179.64 from 2019 Safety Bond Master Project to Fire Station 4, 18, 29, 30, 31 for design and construction services.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Office of Management and Budget

AGENDA DATE: 5/26/06

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Javier Acosta **PHONE NUMBER:** 915-212-1845

2nd CONTACT PERSON NAME: Sasho Andonoski **PHONE NUMBER:** 915-212-1092

DISTRICT(S) AFFECTED: Districts 4,5,7,8

AGENDA ITEM:

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer of $4,444,179.64 from 2019 Safety Bond Master Project to Fire Station 4, 18, 29, 30, 31 for design and construction services

ISSUE STATEMENT:

This item is requesting Council approval to allocate funds to establish the overall project fund in order to start design and renovate fire stations 4, 18, 29, 30, 31.

BACKGROUND:

N/A

COUNCIL OPTIONS:

1. Approve the Resolution – MOTION: “I make a motion to approve Resolution”
2. Direct staff to make changes – MOTION: “I make a motion to direct staff to make changes to the resolution, as noted, and bring back for Council review.”

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

FY 2026 Budget Resolution #6 That the City Manager, or designee, is hereby authorized to make budget transfers between department, fund, or project, including for capital projects, in amounts not to exceed $100,000, to the extent permitted by law. Budget transfers between departments, funds, or capital projects that exceed $100,000 shall require City Council approval.

PRIOR COUNCIL ACTION:

N/A

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:

PCP20FDRENOMSTR (Fire Master Renovation Project) : $4,444,179.64 from Public Safety Bonds 2019 COs Fund 4820

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT ($)

ATTACHMENTS:

Budget Transfer Presentation

FOR MORE INFORMATION:

Sasho Andonoski 915-212-1092 andonoskis@elpasotexas.gov

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

SIGNATURE: Sasho Andonoski Digitally signed by Sasho Andonoski Date: 2026.05.12 09:48:09 -06'00'

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

RESOLUTION

WHEREAS, on August 19, 2025, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2026 City budget by resolution ("Budget Resolution"); and

WHEREAS, Section 6 of the FY2026 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 Fire Department requires a budget transfer in excess of $100,000, which in accordance with Section 6 of the FY2026 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 a budget transfer from 2019 Safety Bond fund balance to Fire Stations No. 4, 18, 29, 30, and 31 for design and construction services, as respectively listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
2026-0708	4820	PCP20FDRENOMSTR	(4,444,179.64)
2026-0708	4820	PCP22FS18RENOV7	286,877.64
2026-0708	4820	PCP26FS04RENOV8	1,608,350.00
2026-0708	4820	PCP26FS29RENOV6	1,526,952.00
2026-0708	4820	PCP26FS30RENOV4	318,000.00
2026-0708	4820	PCP26FS31RENOV8	704,000.00

(Signatures on the following page)

APPROVED this _____day of _____, 2026.

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 & Budget

File #: 26-0631, **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, Joaquin Rodriguez, (915) 268-5148
Capital Improvement Department, Ana Zendt, (915) 297-1558

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 submission of a grant application to the United States Department of Transportation requesting funding through the Safe Streets and Roads for All Grant Program in an amount not to exceed $10,070,000.00 for the Safe Routes to Transit and Post-Crash Care Initiative including a 20% match from the City of El Paso, with such 20% match to be paid from the City's general fund, Vision Zero annual funding allocation.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: CID Grant Funded Program & Fire Department

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-268-5148

2nd CONTACT PERSON NAME: Anna Zendt **PHONE NUMBER:** 915-297-1558

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Discussion and action on a resolution authorizing the submission of a grant application to the United States Department of Transportation requesting funding through the Safe Streets and Roads for All Grant Program in an amount not to exceed $10,070,000.00 for the Safe Routes to Transit and Post-Crash Care Initiative including a 20% match from the City of El Paso, with such 20% match to be paid from the City's general fund.

ISSUE STATEMENT:

This action asks City Council to approve a resolution THAT City staff is authorized to submit an application to the United States Department of Transportation requesting funding through the Safe Streets and Roads for All Grant Program in an amount not to exceed $10,070,000.00 for the Safe Routes to Transit and Post-Crash Care Initiative, including a 20% match from the City of El Paso's general fund.

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BACKGROUND:

The Safe Streets and Roads for All (SS4A) grant is a major U.S. federal funding program aimed at reducing traffic deaths and serious injuries, run by the Department of Transportation to support Vision Zero and the Safe System approach. Staff is requesting $10,070,000 for safety improvements to crossings, visibility, and speed management at high-risk locations surrounding key transit centers, and for emergency response enhancements along high-risk transit corridors. The post-crash care demonstration program will equip frontline EMS units to administer whole blood at the point of injury, integrate transfusion protocols into 911 response operations, and enable rapid, field-based treatment of hemorrhagic shock—one of the leading causes of preventable death in roadway crashes.

Key Transit centers to receive improvements are Bert Williams Downtown Santa Fe Transfer Center, Robert E. McKee Five Points

COUNCIL OPTIONS:

Approve the Resolution - staff applies for the grant
Deny the resolution - staff does not apply for the grant

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

The grant application scope of work is derived from the City of El Paso Vision Zero Action Plan, which included extensive community and stakeholder outreach, detailed on pages 28-33 of the document.

https://www.elpasotexas.gov/assets/Documents/CoEP/Vision-Zero/El-Paso-Vision-Zero-Action-Plan-new.pdf

RELATED CITY POLICIES:

Vision Zero Action Item D-1c calls for the City to "improve safe access to transit by auditing bus stops along high-frequency transit routes with high pedestrian crash rates to identify both quick-build strategies and long-term improvements needed."

PRIOR COUNCIL ACTION:

The El Paso City Council adopted the Vision Zero Action Plan in June 2023.

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:

This item contains a $10,070,000 federal funding request that requires a local match of $2,012,000. Matching funds will come from General Fund - Vision Zero funding.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Joaquin Rodriguez 915-268-5148 RodriguezJ2@elpasotexas.gov

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

SIGNATURE: Joaquin Rodriguez

Digitally signed by Joaquin Rodriguez
Date: 2026.05.11 12:05:29 -06'00'

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

RESOLUTION

WHEREAS, the United States Department of Transportation (USDOT) has established the Safe Streets and Roads for All (SS4A) Grant Program to support regional, local, and tribal initiatives to prevent roadway deaths and serious injuries; and

WHEREAS, the City of El Paso has adopted a Vision Zero Action Plan that identifies targeted strategies to reduce fatal and serious injury crashes through infrastructure improvements and enhanced post-crash care; and

WHEREAS, the City of El Paso has identified the *Safe Routes to Transit and Post-Crash Care Initiative* (the "Project") as a priority implementation effort that improves safety along City-owned streets providing access to transit facilities and enhances emergency medical response through the deployment of a prehospital whole blood program; and

WHEREAS, the Project includes targeted infrastructure improvements surrounding high-ridership transit centers, as well as coordination with the El Paso Fire Department to implement post-crash care enhancements aligned with the Safe System Approach.

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

THAT City staff is authorized to prepare and submit an application to the United States Department of Transportation requesting funding through the Safe Streets and Roads for All Grant Program in an amount not to exceed **$10,070,000.00** for the *Safe Routes to Transit and Post-Crash Care Initiative* including a 20% match from the City of El Paso, with such matching funds to be paid from the City of El Paso's General Fund, Vision Zero annual funding allocation.

THAT the City Manager, or designee, is authorized to sign the grant application on behalf of the City, including the submission of any revisions to grant application documents, provided such revisions do not increase the City's 20% match obligation.

APPROVED this _____ day of _____ 2026.

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:

_____
Joaquin Rodriguez, AICP,
Grant Funded Program Director

File #: 26-0643, **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
Office of the Comptroller, Margarita Marin, (915) 212-1174
Office of Management and Budget, Sasho Andonoski, (915) 212-1092

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 reduce the remaining authorized but unissued amount for the 2019 Capital Plan by $889,056, as no additional Certificates of Obligation will be issued. This action will result in a net budget decrease of $212,046. The remaining amount will be covered by the bond issuance costs. Additionally, to authorize the transfer of funds in the 2018 Capital Plan from the PCPBALANCE to the Sun City Lights Project in the amount of $212,046.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Office of Management and Budget

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Margarita Marin **PHONE NUMBER:** 915-212-1174

2nd CONTACT PERSON NAME: Sasho Andonoski **PHONE NUMBER:** 915-212-1092

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

Discussion on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer to revise the funding source for the Sun City Lights Project. The budget transfer will reprogram savings from the 2018 CIP in the amount of $201,338.01 to the Sun City Lights Project and reduce the 2019 CIP by the corresponding amount of $201,338.01. This Budget transfer does not impact the funding available for the Sun City Lights Project, but will adjust the budget for the 2019 CIP to reflect the amount of bonds that have been issued.

ISSUE STATEMENT:

This item is requesting Council approval to reprogram funds to complete the Sun City Lights Project

BACKGROUND:

N/A

COUNCIL OPTIONS:

1. Approve the Resolution – MOTION: “I make a motion to approve Resolution”
2. Direct staff to make changes – MOTION: “I make a motion to direct staff to make changes to the resolution, as noted, and bring back for Council review.”

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

FY 2026 Budget Resolution #6 That the City Manager, or designee, is hereby authorized to make budget transfers between department, fund, or project, including for capital projects, in amounts not to exceed $100,000, to the extent permitted by law. Budget transfers between departments, funds, or capital projects that exceed $100,000 shall require City Council approval.

PRIOR COUNCIL ACTION:

N/A

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:

PCP19SCL $201,338.01 from 2018 Capital Improvement Program

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 ($)

ATTACHMENTS:

Budget Transfer Presentation

FOR MORE INFORMATION:

Sasho Andonoski 915-212-1092 andonoskis@elpasotexas.gov

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

SIGNATURE: Sasho Andonoski Digitally signed by Sasho Andonoski Date: 2026.04.16 08:24:24 -06'00'

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

RESOLUTION

WHEREAS, on August 19, 2025, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2026 City budget by resolution ("Budget Resolution"); and

WHEREAS, Section 6 of the FY2026 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 Capital Improvement Department requires a budget transfer in excess of $100,000, which in accordance with Section 6 of the FY2026 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 a budget transfer as respectively listed and referenced below:

> To reduce the remaining authorization to issue bonds for the 2019 Capital Improvement Program (CIP), Fund 4745, in the Sun City Lights Project (PCP19SCL01) by $201,338.01 and to reprogram savings from the 2018 Capital Improvement Program, Fund 4743, to complete the Sun City Lights Project (PCP19SCL01).

BT Number	Fund	Project	Increase /(Decrease)
2026-0599	4745	PCP19SCL01	(201,338.01)
2026-0599	4743	PCPBALANCE	(201,338.01)
2026-0599	4743	PCP19SCL01	201,338.01

(Signatures on the following page)

APPROVED this _____day of _____, 2026.

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 & Budget