

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

**AGENDA DATE:** 5/21/2024

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Yvette Hernandez, P.E., City Engineer  
(915) 212-0065

**DISTRICT(S) AFFECTED:** 4

**STRATEGIC GOAL:** No. 07: Enhance & Sustain El Paso's Infrastructure Network

**SUBGOAL:** N/A

**SUBJECT:**

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Consor Engineers, LLC., a Florida, USA, Foreign Limited Liability Company authorized to transact business in Texas, for a project known as "Northeast Advanced Manufacturing Development Phase 1 Design-Build Owner's Representative Bridging Documents" for an amount not to exceed \$1,023,724.11; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,123,724.11; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**BACKGROUND / DISCUSSION:**

This contract is for professional engineering consulting services to serve as the owner's representative for the Northeast Advanced Manufacturing Development Phase I project. This project involves connecting the Union Pacific rail line in Northeast El Paso to more than 5,000 acres of City-owned contiguous developable land. This project consists of developing approximately 3,400 acres of City-owned land. As part of the development, improvements along Stan Roberts Sr. Ave. between BU 54-A (Dyer Street) and McCombs St. shall be included. In addition, a railroad spur requiring a WYE connection to an existing railroad track is being proposed with this project. Two proposed railroad alignment options are to be evaluated by the consultant. Furthermore, with both options, overpass structures will be required at US 54 (Patriot Freeway).

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

\$1,023,724.11 – TED and EPWU letter of commitment

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Economic Development

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Yvette Hernandez, P.E., City Engineer

## RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Consor Engineers, LLC., a Florida, USA, Foreign Limited Liability Company authorized to transact business in Texas, for a project known as “Northeast Advanced Manufacturing Development Phase 1 Design-Build Owner's Representative Bridging Documents” for an amount not to exceed \$1,023,724.11;

That the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,123,724.11; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

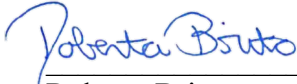
**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser  
Mayor

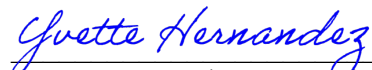
**ATTEST:**

\_\_\_\_\_  
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



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

| EVALUATION COMMITTEE SCORE SUMMARY  |        |
|---|--------|
| Solicitation #2023-0375R  |        |
| Northeast Advanced Manufacturing Development Phase I Design-Build Owner's Representative Bridging Documents |        |
| CONSULTANT  | CONSOR |
| Rater 1   | 87     |
| Rater 2   | 88     |
| Rater 3   | 78     |
| Total Rater Scores  | 253    |
| References  | 8.2    |
| Overall Score:  | 261.2  |

| RANKINGS | CONSULTANT |
|----------|------------|
| 1        | CONSOR     |

THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO    )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Consor Engineers, LLC, a Florida, USA, Foreign Limited Liability Company 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 “Northeast Advanced Manufacturing Development Phase 1 Design-Build Owner's Representative Bridging Documents”, 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” | Consultant’s Basic and Additional Services |
| Attachment “D” | Payment and Deliverable Schedules          |
| Attachment “E” | Insurance Certificate                      |

**ARTICLE II.  
PROJECT**

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

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

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

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

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

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

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **\$1,023,724.11** for all basic services and reimbursables performed pursuant to this Agreement.

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

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

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

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

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

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

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

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

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

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

**4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

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

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

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

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



**4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.**

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

**ARTICLE V.  
INSURANCE AND INDEMNIFICATION**

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

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

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

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

- a) **Commercial General Liability**  
\$1,000,000.00 Per Occurrence  
\$1,000,000.00 Products/Completed Operations  
\$1,000,000.00 Personal and Advertising Injury
  
- b) **AUTOMOBILE LIABILITY**  
**Combined Single Limit**  
\$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

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

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

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

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

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

## **ARTICLE VI. FEDERAL AND STATE PROVISIONS**

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal,

state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

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

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

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

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

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

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

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

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

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

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

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

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national

origin.

- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
  - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## ARTICLE VII. GENERAL PROVISIONS

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

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

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

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

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

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

#### **7.6 CONTRACTING INFORMATION**

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

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

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

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

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

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

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

To the Owner:                      The City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890

With a Copy to:                      The City of El Paso  
Attn: City Engineer  
P. O. Box 1890  
El Paso, Texas 79950-1890

To the Consultant:                      CONSOR ENGINEERS, LLC.  
Attn: Rick Prieto  
1501 N. Mesa, Suite 200  
El Paso, Texas 79902

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:**



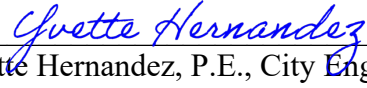
**CITY OF EL PASO:**

\_\_\_\_\_  
Cary Westin  
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 \_\_\_\_\_, 2024,  
by **Cary Westin**, as **City Manager** of the **City of El Paso, Texas**.


\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

*(Signatures begin on following page)*

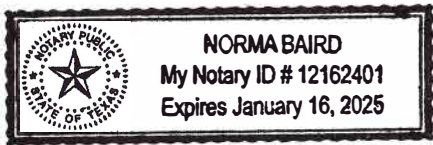
**CONSULTANT:**


By:   
Name: Ricardo A. Prieto  
Title: Senior Vice President

**ACKNOWLEDGEMENT**

THE STATE OF Texas §  
COUNTY OF El Paso §

This instrument was acknowledged before me on this 06 day of May, 2024,  
by Ricardo A. Prieto, Senior Vice President, on behalf of Consultant.



  
Notary Public, State of Texas

My commission expires:

01-16-2025

**ATTACHMENT “A”  
SCOPE OF SERVICES**

# **ATTACHMENT "A"**

## **SCOPE OF SERVICES**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

The scope of services for the Owner's Representative for the Northeast Advanced Manufacturing Development, will include professional engineering services necessary to support the planning phase including development of a feasibility study, alternatives and schematic.

The Engineer shall coordinate all tasks and assignments with the City of El Paso's Project Manager.

The scope of services will include:

- Project Management & Administration
- Planning;
- Preliminary engineering; Feasibility studies
- Cost estimating;
- Utility management and coordination;
- Coordination with UPRR regarding proposed railroad spur; obtain Exhibit A

The Engineer shall perform the following tasks:

#### **TASK 100: Project Management & Administration**

1. Engineer shall attend, participate, and assist the City staff at project meetings that specifically entail technical issues and provide support in making decisions regarding technical matters.
2. Engineer shall review for accuracy the minutes of such meetings prepared by either the DB team or others. Engineer shall clarify and report any meeting minutes discrepancies affecting the project to City staff.
3. Engineer shall develop procedures to include but not limited to quality management, document management, and scheduling systems.
4. The Engineer shall document all meetings held, both internally and externally, as related to this contract, including a record of attendees, agendas, and summary of discussions, action items, and decisions as applicable. The Owner's Representative shall maintain these records electronically in the document management system.
5. Prepare/Review total cost estimates based upon developed schematics, feasibility studies, and design plans. Cost Estimates shall be broken down by major cost elements. Appropriate contingencies shall be defined along with applicable back-up supporting recommended value of contingency for a specified cost element as appropriate.

#### **TASK 200: MASTER PLAN - Omitted**

#### **TASK 300: REZONING - Omitted**

#### **TASK 400: TRAFFIC IMPACT STUDY - Omitted**

#### **TASK 500: LAND STUDY - Omitted**

#### **TASK 600 – PRELIMINARY ENGINEERING (FEASIBILITY STUDIES and SCHEMATIC DESIGN)**

1. Evaluate two proposed railroad spur alignment options and provide preferable option and adjustment recommendations including cost estimates and schedule timeline.
2. Develop two alternatives for spur crossings with Dyer and coordinate with TxDOT
3. Develop options for Stan Roberts, ultimate configuration of US 54 intersection and identify right of way needs and access, connectivity options between US 54 and Stan Roberts.

4. Prepare exhibits for coordination and agreements with TxDOT for State owned roads. Exhibits to focus on intersection of the City roadways to the TxDOT roadway facilities. It is expected the exhibits for TxDOT will consist of approximately 10 exhibits.
5. Prepare exhibits for coordination with UPRR, BNSF and Jobe for rail connections and spur Owner's Representative shall coordinate all agreements and costs associated with the railroad companies.
6. Coordinate project with TxDOT's Borderland Expressway project to provide traffic connectivity.
7. Preliminary Drainage Study: The Engineer shall collect, review, and evaluate data from as-built plans and FEMA maps to locate drainage outfall(s) and to determine existing storm sewer and culvert sizes, design flows, and water surface elevations for use in the design of roadway geometry. The Engineer shall conduct a field reconnaissance and collect data including a photographic record of notable existing drainage features and conditions. The Engineer shall prepare a Preliminary Drainage Study to determine and evaluate the adequacy of the ROW needed to accommodate the proposed roadway and drainage system. The drainage study shall identify the impacts to abutting properties and the 100-year floodplain due to proposed highway improvements, identify the water surface elevations for the 2, 5, 10, 25, 50 and 100 year storm events, identify and locate outfalls, drainage outfall descriptions, provide overall drainage area map, sub-drainage area map, storm water detention facilities, and provide a drainage study report identifying the results of the study. The drainage report, signed and sealed by a professional engineer, shall include:
  - a. Identify all outfalls and type of studied streams
  - b. Hydrology and hydrologic methods used
  - c. Drainage area map for the highway improvements
  - d. Existing and proposed hydrology
  - e. Existing and proposed hydraulics hydrologic and hydraulic models such as HEC-RAS, HEC-HMS, XP-SWMM, and other applicable models.
  - f. Sizing of storm sewer truck line and any culverts
  - g. Identify need for in-detention or retention ponds, location, size and depth
8. ROW/Property Base Map

The Engineer shall obtain information on existing ROW, easements, and property information from as-built plans, ROW maps, and tax records. The Engineer shall prepare a base map depicting the information.
9. Typical Sections

The Engineer shall develop both existing and proposed typical sections that depict the number and type of lanes, shoulders, median width, curb offsets, cross slope, border width, clear zone widths, and ROW limits.
10. Develop engineering schematic for the preferred option to include the following design elements:
  - A. Bentley OpenRoads calculated roadway alignments for mainlanes, bridges, frontage roads and cross streets at major intersections and grade separations.
  - B. Horizontal curve data shown in tabular format
  - C. Pavement edges, curb lines, sidewalks for all roadway improvements
  - D. Typical sections of existing and proposed roadways
  - E. Proposed structure locations, bridge layouts including abutment, bent and rail locations
  - F. Existing and proposed major utilities
  - G. Existing property lines and respective property ownership information
  - H. Existing ROW and easements
  - I. ROW and easements requirements adequate for preparation of ROW maps
  - J. Lane lines, shoulder lines, and direction of traffic flow arrows indicating the number of lanes on all roadways
  - K. Existing utilities

The geometric schematic profile view shall contain the following design elements:

- A. Calculated profile grade and vertical curve data including "K" values for the mainlanes
- B. Existing ground line profiles along the mainlanes
- C. Grade separations and overpasses including preliminary bent locations, girder type, and span lengths.
- D. Calculated vertical clearances at grade separations and overpasses

The calculated profile grade for frontage roads, connectors, ramps and cross streets will be shown on separate Supplemental Profile rolls.

**11. Cross-Sections**

The Engineer shall use a Bentley 3D OpenRoads model to generate preliminary cross-sections every 100 feet and at culvert locations in conjunction with the Geometric Schematic. The Engineer shall determine earthwork volumes for use in the cost estimate, and shall prepare 11"x17" or roll plots of the cross-sections.

**12. Retaining Walls**

Prepare preliminary retaining concepts to be shown on schematics, typical sections, and cross sections.

- A. Determine if any walls are required and verify the need for and length of the retaining wall as shown on the ultimate schematic.
- B. Compute and tabulate retaining wall quantities for preliminary design milestone plans submittal.

**13. Preliminary Cost Estimate**

The Engineer shall prepare a preliminary cost estimate for the project, including the costs of construction, required ROW and associated improvements, and eligible utility adjustments.

**14. Engineering Summary Report**

The Engineer shall prepare a report to summarize the design criteria, preliminary cost estimate and basis of estimate, construction sequence description, and utility conflict issues.

**15. UPRR Exhibit A**

The Engineer shall prepare each railroad agreement, exhibit, and layout sheet in accordance with the requirements of Union Pacific Railroad and as directed by the City. The Engineer shall coordinate with UPRR or agency and the State to determine submittal requirements, processing schedules, and exhibit formats including a field visit with UPRR personnel.

**TASK 700 – TOPOGRAPHIC SURVEYS**

The Engineer shall utilize available aerial survey for the schematic development. No topographic survey is anticipated.

**TASK 800 - GEOTECHNICAL BORINGS AND INVESTIGATIONS - Omitted**

**TASK 900 - UTILITY ENGINEERING INVESTIGATION (CURRENTLY SUBSURFACE UTILITY ENGINEERING):**

Limited utility investigation is needed for the major gas lines, transmission lines or utilities that may significantly impact the cost, schedule – due to timeline required for relocation or need for easements.

The Engineer shall obtain available as-builts for utilities in the project area and develop a base map showing Level D utilities.

The Engineer shall perform Level B and Level A SUE for all gas line crossings in the area. 3 test holes per line shall be performed. Estimate 2000 LF Level B SUE and 30 test holes. (10 holes up to 10-ft depth 20 holes up to 15-ft depth.

A. Designate (Quality Level B)

Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D.

The Engineer shall:

1. As requested by the City compile "As Built" information from plans, plats and other location data as provided by the utility owners.
2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.
3. Designate, record, and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm drain facilities are to be designated unless authorized by the City. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.
4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, shall be prepared and delivered to the City. It is understood by both the Engineer and the City that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the City. This information shall be provided in the latest version of Micro Station or Geopak used by the City. The electronic file will be delivered on CD or DVD, as required by the City. A hard copy is required and must be signed, sealed, and dated by the Engineer. When requested by the City, the designated utility information must be over laid on the City's design plans.
5. Determine and inform the State of the approximate utility depths at critical locations as determined by the City. This depth indication is understood by both the Engineer and the City to be approximate only and is not intended to be used preparing the right of way and construction plans.
6. Provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.
7. Close-out permits as required.
8. Clearly identify all utilities that were discovered from quality levels C and D investigation, but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

9. Comply with all applicable City policy and procedural manuals.

B. Subsurface Utility Locate (Test Hole) Service (Quality Level A)

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

The Engineer shall:

1. Review requested test hole locations and advise the City in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
2. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
3. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
4. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
  - a. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
  - b. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
  - c. Elevation of existing grade over utility at test hole location.
  - d. Horizontal location referenced to project coordinate datum.
  - e. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - f. Utility facility material(s).
  - g. Utility facility condition.
  - h. Pavement thickness and type.
  - i. Coating/Wrapping information and condition.
  - j. Unusual circumstances or field conditions.
1. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
2. Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, the City and appropriate regulatory agencies. The regulatory agencies include, but are not limited



to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer shall not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for all costs involved in the repair or replacement of the utility facility.

3. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
4. Furnish and install a permanent above ground marker (as specified by the City, directly above center line of the utility facility).
5. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the City.
6. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible Engineer. This information shall be provided in the latest version of Micro Station or Geopak format used by the City. The electronic file will be delivered on C.D or DVD. When requested by the City, the Locate information must be over laid on the City's design plans.
7. Return plans, profiles, and test hole data sheets to the City. If requested, conduct a review of the findings with the City.

**TASK 1000 – ENVIRONMENTAL ASSESSMENT (EA) - Omitted**

**ATTACHMENT “B”**  
**CONSULTANT’S FEE PROPOSAL AND HOURLY RATES**

NEMAD Feasibility Study

| Firm Name: Consor Engineers, LLC.   |                      |                     |                      |                        |  |
|---|----------------------|---------------------|----------------------|------------------------|--|
| Exhibit D Fee Summary   |                      |                     |                      |                        |  |
| Project: NEMAD Feasibility Study  |                      |                     |                      |                        |  |
| Method of Payment: Lump Sum   |                      |                     |                      |                        |  |
| Task  | Consor Engineers LLC | Cobb Fendley        | CEA                  | Total                  |  |
| TASK 100 Program Management & Administration  | \$ 96,168.65         | -                   | \$ 11,925.00         | \$ 108,093.65          |  |
| TASK 200 - Master Plan (Omitted)  | \$ -                 | -                   | \$ -                 | \$ -                   |  |
| TASK 300 - Rezoning (Omitted)   | \$ -                 | -                   | \$ -                 | \$ -                   |  |
| TASK 400 - Traffic Impact Study (Omitted)   | \$ -                 | -                   | \$ -                 | \$ -                   |  |
| TASK 500 - Land Study (Omitted)   | \$ -                 | -                   | \$ -                 | \$ -                   |  |
| TASK 600 - Preliminary Engineering (Feasibility Study & Schematic Design)               | \$ 766,303.20        | -                   | \$ 125,817.76        | \$ 892,120.96          |  |
| TASK 700 – Topographic Surveys  | \$ -                 | -                   | \$ -                 | \$ -                   |  |
| TASK 800 - Geotechnical Borings and Investigations (Omitted)                            | \$ -                 | -                   | \$ -                 | \$ -                   |  |
| TASK 900 - Utility Engineering Investigation (Currently Subsurface Utility Engineering) | \$ -                 | 22,310.00           | \$ -                 | \$ 22,310.00           |  |
| TASK 1000 – Environmental Assessment (Omitted)  | \$ -                 | -                   | \$ -                 | \$ -                   |  |
| ODE's   | \$ 937.50            | -                   | \$ 262.00            | \$ 1,199.50            |  |
|   | <b>\$ 863,409.35</b> | <b>\$ 22,310.00</b> | <b>\$ 138,004.76</b> | <b>\$ 1,023,724.11</b> |  |

| Fee Schedule Breakdown:         |                        |
|---------------------------------|------------------------|
| Alternatives Analysis Submittal | \$ 255,931.03          |
| Draft Schematic Submittal       | \$ 307,117.23          |
| Pre-Final Schematic Submittal   | \$ 358,303.44          |
| Final Submittal                 | \$ 102,372.41          |
| <b>Total</b>                    | <b>\$ 1,023,724.11</b> |



| PROJECT: NEMAD  |                 |       |            |          |  |
|---|-----------------|-------|------------|----------|--|
| CONSOR Engineers, LLC.  |                 |       |            |          |  |
| OTHER DIRECT EXPENSES   |                 |       |            |          |  |
| Other Direct Expenses   |                 |       |            |          |  |
|   | UNITS           | UNITS | RATE       | COST     |  |
| Lodging/Hotel (Taxes/fees not included) (Current state rate)  | night           |       | \$98.00    | \$0.00   |  |
| Lodging/Hotel Taxes/fees (City/State Tax Rate + Venue tax)  | night           |       | \$30.00    | \$0.00   |  |
| Meals (overnight stay required) (Excluding alcohol)   | day             |       | \$36.00    | \$0.00   |  |
| Rental Car (Tax/fees not included)  | day             |       | \$90.00    | \$0.00   |  |
| Rental Car Taxes/fees (Current State Tax Rate)  | day             |       | \$30.00    | \$0.00   |  |
| Rental Car Fuel (Current rate per gallon)   | gallon          |       | \$3.89     | \$0.00   |  |
| Mileage (Current state rate)  | mile            |       | \$0.655    | \$0.00   |  |
| SUV or A/V Rental (6+ passengers)   | day             |       | \$120.00   | \$0.00   |  |
| Air Travel (Round Trip)   | each            |       | \$650.00   | \$0.00   |  |
| Parking   | day             |       | \$25.00    | \$0.00   |  |
| Taxi/Cab fare   | each            |       | \$50.00    | \$0.00   |  |
| Standard Postage (Current state rate)   | letter          |       | \$0.60     | \$0.00   |  |
| Overnight express-letter size   | each            |       | \$27.25    | \$0.00   |  |
| Overnight express-oversized box   | each            |       | \$36.00    | \$0.00   |  |
| Courier Services  | each            |       | \$45.00    | \$0.00   |  |
| 8 1/2" X 11" BW Paper Copies  | each            | 500   | \$0.15     | \$75.00  |  |
| 11" X 17" BW Paper Copies   | each            | 500   | \$0.25     | \$125.00 |  |
| 8 1/2" X 11" Color Paper Copies   | each            | 100   | \$1.00     | \$100.00 |  |
| 11" X 17" Color Paper Copies  | each            | 250   | \$1.25     | \$312.50 |  |
| CADD Plotting (B/W)   | linear foot     |       | \$1.30     | \$0.00   |  |
| Digital Ortho Plotting  | linear foot     | 100   | \$3.25     | \$325.00 |  |
| Law Enforcement/Uniform Officer (including vehicle)   | hour/officer    |       | \$150.00   | \$0.00   |  |
| Notebooks   | each            |       | \$10.00    | \$0.00   |  |
| Cellular Telephone & Data Plan  | each/month      |       | \$90.00    | \$0.00   |  |
| Computer/Laptop/Tablet rental and data plan   | each/month      |       | \$125.00   | \$0.00   |  |
| Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)    | month           |       | \$1,500.00 | \$0.00   |  |
| Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)    | day             |       | \$125.00   | \$0.00   |  |
| Construction Truck 4X4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) | month           |       | \$1,800.00 | \$0.00   |  |
| Construction Truck 4x4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) | day             |       | \$125.00   | \$0.00   |  |
| PPE (Protective Equipment)  | each            |       | \$250.00   | \$0.00   |  |
| Presentation Boards 36" x 48" Color Mounted   | each            |       | \$95.00    | \$0.00   |  |
| Newspaper Advertisement   | per publication |       | \$2,000.00 | \$0.00   |  |
| Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement   | event           |       | \$500.00   | \$0.00   |  |
| Translator (English to Spanish, other language as appropriate, or Sign Language)                          | hour            |       | \$100.00   | \$0.00   |  |
| Custodian for Public Involvement  | hour/custodian  |       | \$50.00    | \$0.00   |  |
| Public Involvement Facility Rental  | event           |       | \$1,000.00 | \$0.00   |  |
| Public Notices - Mass Mailing (500 pieces)  | per mailing     |       | \$500.00   | \$0.00   |  |
| Printing twelve 3'x5" display boards for public meetings  | Per Meeting     |       | \$600.00   | \$0.00   |  |
| Printing 1000 8.5" x 11" full color flyers advertising public meetings                                    | Per Meeting     |       | \$150.00   | \$0.00   |  |
| Social Pinpoint Online Public Involvement Software Project License for virtual public meetings            | Per Project     |       | \$1,500.00 | \$0.00   |  |
| UAV (Drone) - For aerial imagery  | day             |       | \$120.00   | \$0.00   |  |
| TOTAL   |                 |       |            | \$937.50 |  |

| Direct Labor Classification   |  | Rate               | Unit        | Quantity        | Cost        |
|---|--|--------------------|-------------|-----------------|-------------|
| Senior Engineer I or Project Manager II   |  | \$250.00           | Hour        | 8               | \$2,000.00  |
| Engineer III or Project Manager I   |  | \$199.00           | Hour        |                 | \$0.00      |
| Engineer II   |  | \$172.00           | Hour        |                 | \$0.00      |
| Engineer I  |  | \$142.00           | Hour        | 4               | \$568.00    |
| Graduate Engineer II  |  | \$131.00           | Hour        |                 | \$0.00      |
| Graduate Engineer   |  | \$110.00           | Hour        |                 | \$0.00      |
| Sr. Project Coordinator   |  | \$158.00           | Hour        |                 | \$0.00      |
| Project Coordinator   |  | \$109.00           | Hour        |                 | \$0.00      |
| Senior Technician III (GIS, Telecom, Utility, CAD, Field)                                     |  | \$188.00           | Hour        |                 | \$0.00      |
| Senior Technician II (GIS, Telecom, Utility, CAD, Field)                                      |  | \$164.00           | Hour        |                 | \$0.00      |
| Senior Technician I (GIS, Telecom, Utility, CAD, Field)                                       |  | \$142.00           | Hour        | 12              | \$1,704.00  |
| Technician III (GIS, Telecom, Utility, CAD, Field)  |  | \$121.00           | Hour        |                 | \$0.00      |
| Technician II (GIS, Telecom, Utility, CAD, Field)   |  | \$102.00           | Hour        |                 | \$0.00      |
| Technician I (GIS, Telecom, Utility, CAD, Field)  |  | \$75.00            | Hour        |                 | \$0.00      |
| Registered Professional Land Surveyor   |  | \$199.00           | Hour        | 4               | \$796.00    |
| 2 Person Survey Crew  |  | \$164.00           | Hour        | 8               | \$1,312.00  |
| 1 Person Survey Crew  |  | \$119.00           | Hour        |                 | \$0.00      |
| Administrative  |  | \$119.00           | Hour        |                 | \$0.00      |
| Clerical  |  | \$91.00            | Hour        |                 | \$0.00      |
| Field Data Device   |  | \$40.00            | Hour/Unit   | 8               | \$320.00    |
| <b>Designating (Level B)</b>  |  | <b>Rate</b>        | <b>Unit</b> | <b>Quantity</b> | <b>Cost</b> |
| Two-Man Designating Crew (4-Hour Minimum)   |  | \$194.00           | Hour        |                 | \$0.00      |
| One-Man Designating Crew (4-Hour Minimum)   |  | \$125.00           | Hour        |                 | \$0.00      |
| Ground Penetrating Radar with 1 Technician (4-Hour Minimum)                                   |  | \$296.00           | Hour        |                 | \$0.00      |
| <b>Test Holes (Level A)</b>   |  | <b>Rate</b>        | <b>Unit</b> | <b>Quantity</b> | <b>Cost</b> |
| Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)                        |  | \$359.00           | Hour        |                 | \$0.00      |
| Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)                 |  | \$335.00           | Hour        | 40              | \$14,360.00 |
| <b>Reimbursable Expenses</b>  |  | <b>Rate</b>        | <b>Unit</b> | <b>Quantity</b> | <b>Cost</b> |
| Mobilization Fee  |  | \$1,000.00         | LS          | 0.5             | \$500.00    |
| Traffic Control   |  | \$1,000.00         | LS          | 0.5             | \$500.00    |
| Permitting  |  | \$1,000.00         | LS          | 0.25            | \$250.00    |
| Traffic Control Attenuator  |  | \$1,000.00         | LS          |                 | \$0.00      |
| <b>Subtotal for Direct Labor</b>  |  | <b>\$6,700.00</b>  |             |                 |             |
| <b>Subtotal for SUE LVL B</b>   |  | <b>\$0.00</b>      |             |                 |             |
| <b>Subtotal for SUE LVL A</b>   |  | <b>\$14,360.00</b> |             |                 |             |
| <b>Subtotal for Reimbursables</b>   |  | <b>\$1,250.00</b>  |             |                 |             |
| *Rates shown include personnel, vehicles & standard equipment necessary to complete the task. |  |                    |             |                 |             |
| <b>TOTAL</b>  |  | <b>\$22,310.00</b> |             |                 |             |

CEA Group  
Project: NEMAD Feasibility Study

| Task Description  | SUPPORT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | DESIGN<br>ENGINEER | SENIOR<br>ENGINEERING<br>TECHNICIAN | ENGINEERING<br>TECHNICIAN | SENIOR CADD<br>OPERATOR | ADMIN /<br>CLERICAL (ENG) | TOTAL LABOR<br>COST |
|---|--------------------|--------------------|---------------------|--------------------|-------------------------------------|---------------------------|-------------------------|---------------------------|---------------------|
| <b>TASK 100: PROJECT MANAGEMENT</b>   |                    |                    |                     |                    |                                     |                           |                         |                           |                     |
| 1. Progress Reporting   |                    |                    |                     |                    |                                     |                           |                         |                           |                     |
| 1.1 Prepare and Submit Monthly Progress Reports                                     |                    | 8                  |                     |                    |                                     |                           |                         |                           | \$ 11,925.00        |
| 1.2 Prepare and Submit Invoices   |                    | 8                  |                     |                    |                                     |                           |                         |                           | \$ 3,516.64         |
| 2. Coordination/Administration  |                    |                    |                     |                    |                                     |                           |                         |                           | \$ 1,758.32         |
| 2.1 Coordinate with City Staff  |                    | 8                  |                     |                    |                                     |                           |                         |                           | \$ 1,758.32         |
| Deliverables  |                    |                    |                     |                    |                                     |                           |                         |                           | \$ 1,758.32         |
| 1. Summaries of all Meetings  |                    | 8                  |                     |                    |                                     |                           |                         |                           | \$ 1,758.32         |
| 2. Monthly Updates, Progress Reports and Invoices                                   |                    | 12                 |                     | 16                 |                                     |                           |                         |                           | \$ 6,650.04         |
|   | 0                  | 44                 | 0                   | 16                 | 0                                   | 0                         | 0                       | 0                         | \$ 4,012.56         |
| HOURS SUB-TOTALS  |                    |                    |                     |                    |                                     |                           |                         |                           | \$ 2,637.48         |
| CONTRACT RATE PER HOUR  | \$236.69           | \$219.79           | \$169.07            | \$140.89           | \$132.43                            | \$112.71                  | \$112.71                | \$84.53                   |                     |
| TOTAL LABOR COSTS   | \$0.00             | \$9,670.76         | \$0.00              | \$2,254.24         | \$0.00                              | \$0.00                    | \$0.00                  | \$0.00                    | \$11,925.00         |
| % DISTRIBUTION OF STAFF HOURS   | 0.00%              | 73.33%             | 0.00%               | 26.67%             | 0.00%                               | 0.00%                     | 0.00%                   | 0.00%                     |                     |
| <b>TASK 600: PRELIMINARY ENGINEERING (FEASIBILITY STUDIES and SCHEMATIC DESIGN)</b> |                    |                    |                     |                    |                                     |                           |                         |                           |                     |
| 7. Hydraulic Impact Studies   |                    |                    |                     |                    |                                     |                           |                         |                           | \$ 125,817.76       |
| 1.1 Data Collection   |                    | 16                 |                     | 40                 | 40                                  |                           |                         |                           | \$ 824              |
| 1.2 Field Reconnaissance  |                    | 8                  |                     | 20                 | 20                                  |                           |                         |                           | \$ 14,419.44        |
| 1.3 Preliminary Drainage Design and Study   | 20                 | 120                |                     | 180                | 360                                 |                           |                         |                           | \$ 7,224.72         |
|   |                    |                    |                     |                    |                                     |                           |                         |                           | \$ 680              |
|   |                    |                    |                     |                    |                                     |                           |                         |                           | \$ 0                |
|   |                    |                    |                     |                    |                                     |                           |                         |                           | \$ -                |
|   |                    |                    |                     |                    |                                     |                           |                         |                           | \$ -                |
| HOURS SUB-TOTALS  | 20                 | 144                | 0                   | 240                | 420                                 | 0                         | 0                       | 0                         | \$ 824              |
| CONTRACT RATE PER HOUR  | \$236.69           | \$219.79           | \$169.07            | \$140.89           | \$132.43                            | \$112.71                  | \$112.71                | \$84.53                   |                     |
| TOTAL LABOR COSTS   | \$4,733.80         | \$31,649.76        | \$0.00              | \$33,813.24        | \$55,620.60                         | \$0.00                    | \$0.00                  | \$0.00                    | \$125,817.76        |
| % DISTRIBUTION OF STAFF HOURS   | 2.43%              | 17.48%             | 0.00%               | 29.13%             | 60.97%                              | 0.00%                     | 0.00%                   | 0.00%                     |                     |
| <b>TOTAL PROJECT HOURS</b>  | 20                 | 188                | 0                   | 256                | 420                                 | 0                         | 0                       | 0                         | 884                 |
| <b>PROJECT TOTALS</b>   | \$4,733.80         | \$41,320.52        | \$0.00              | \$36,067.84        | \$55,620.60                         | \$0.00                    | \$0.00                  | \$0.00                    | \$137,742.76        |
| <b>TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS</b>                                  | 2.26%              | 21.27%             | 0.00%               | 28.96%             | 47.51%                              | 0.00%                     | 0.00%                   | 0.00%                     |                     |

INDIRECT EXPENSES

|         |      |     |         |          |
|---------|------|-----|---------|----------|
| MILEAGE | mile | 400 | \$0.655 | \$262.00 |
|---------|------|-----|---------|----------|

**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the project known as “Northeast Advanced Manufacturing Development Phase 1 Design-Build Owner's Representative Bridging Documents” hereinafter referred to as the “Project”, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.



## ATTACHMENT "D" PAYMENT SCHEDULE

For the project known as "Northeast Advanced Manufacturing Development Phase 1 Design-Build Owner's Representative Bridging Documents", hereinafter referred to as the "Project", the Owner will compensate the Consultant an amount not to exceed \$1,023,724.11 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.

#### Lump Payments to Consultant

**The compensation for each task described in Attachment "A". Payment shall be made as a lump sum after completion of each task. The owner shall make payments upon presentation of the Consultant's detailed invoice and accompanying summary and progress report and Owner's written approval.**

|  |                       |
|--|-----------------------|
| <b>Alternatives Analysis Submittal</b> | <b>\$255,931.02</b>   |
| <b>Draft Schematic Submittal</b>       | <b>\$307,117.23</b>   |
| <b>Pre-Final Schematic Submittal</b>   | <b>\$358,303.44</b>   |
| <b>Final Submittal</b>                 | <b>\$102,372.41</b>   |
| <b>Total</b>                           | <b>\$1,023,724.11</b> |

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 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> 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**

### **ALTERNATIVES ANALYSIS SUBMITTAL**

The services called for in the Alternative Analysis Submittal shall be completed within ninety-one (91) consecutive calendar days following the written authorization from the Owner for the Consultant to proceed. Alternatives shall be accompanied of an estimate. Five (5) hard copies of the Preliminary Study and Report shall be submitted in addition to an electronic copy.

### **DRAFT SCHEMATIC SUBMITTAL**

The services for in the Draft Schematic Submittal shall be completed within twenty-five (25) consecutive calendar days following written authorization from the Owner for the Consultant to proceed. Five (5) hard copies of the Draft Schematic Submittal shall be submitted in addition to an electronic copy. If Owner does not approve the Draft Schematic Submittal documents, the Consultant shall furnish five (5) copies of the resubmitted design documents.

### **PRE-FINAL SCHEMATIC SUBMITTAL**

The services called for in the Pre-Final Schematic Submittal shall be completed within ninety-one (91) consecutive calendar days following the written authorization from the Owner for the Consultant to proceed. Five (5) hard copies of the Pre-Final Schematic Submittal shall be submitted in addition to an electronic copy. If Owner does not approve the Draft Schematic Submittal documents, the Consultant shall furnish five (5) copies of the resubmitted design documents.

### **FINAL SUBMITTAL**

The services called for in the Final Submittal shall be completed within seventy (70) consecutive calendar days following the written authorization from the Owner for the Consultant to proceed. Five (5) hard copies of the Final Submittal shall be submitted in addition to an electronic copy. If Owner does not approve the Draft Schematic Submittal documents, the Consultant shall furnish five (5) copies of the resubmitted design documents.



# CERTIFICATE OF LIABILITY INSURANCE

12/31/2023

DATE (MM/DD/YYYY)

4/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UNDER 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).


|  |                                       |                                |
|--|---------------------------------------|--------------------------------|
| <b>PRODUCER</b><br>Lockton Companies<br>Three City Place Drive, Suite 900<br>St. Louis MO 63141-7081<br>(314) 432-0500 | <b>CONTACT NAME:</b><br>_____         |                                |
|  | <b>PHONE (A/C, No, Ext):</b><br>_____ | <b>FAX (A/C, No):</b><br>_____ |
| <b>E-MAIL ADDRESS:</b><br>_____  |                                       |                                |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |                                       | <b>NAIC #</b>                  |
| <b>INSURER A:</b> Continental Casualty Company   |                                       | 20443                          |
| <b>INSURER B:</b> Great American Insurance Company   |                                       | 16691                          |
| <b>INSURER C:</b> National Fire Insurance Co of Hartford   |                                       | 20478                          |
| <b>INSURER D:</b> AXIS Surplus Insurance Company   |                                       | 26620                          |
| <b>INSURER E:</b>  |                                       |                                |
| <b>INSURER F:</b>  |                                       |                                |

**COVERAGES**      **CERTIFICATE NUMBER:** 17471112      **REVISION NUMBER:** XXXXXXXX

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  | ADOL | SUBR | INSR | WVD | POLICY NUMBER                       | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS   |
|----------|--|------|------|------|-----|-------------------------------------|--------------------------|--------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: _____ | Y    | N    |      |     | 7036360752                          | 12/31/2022               | 12/31/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  | Y    | N    |      |     | 7036360766                          | 12/31/2022               | 12/31/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  | N    | N    |      |     | TUE 3274463 03                      | 12/31/2022               | 12/31/2023               | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$ XXXXXXXX  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N  | N/A  |      |     | 7036465081 (AOS)<br>7036441749 (CA) | 12/31/2022<br>12/31/2022 | 12/31/2023<br>12/31/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| D        | Professional & Environmental Liability   | N    | N    |      |     | EBZ634816/01/2022                   | 12/31/2022               | 12/31/2023               | \$10,000,000 per Claim<br>\$10,000,000 Aggregate<br>Deductible: \$200,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 RE: Solicitation #2023-0375R Professional Services Northeast Advanced Manufacturing Development Phase I. The City of El Paso and Owner are included as additional insureds if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>17471112<br>The City of El Paso<br>Capital Improvement Department<br>218 N. Campbell<br>El Paso TX 79901 | <b>CANCELLATION</b> See Attachment<br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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