

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



DEPARTMENT / COUNCIL OFFICE:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

AGENDA ITEM:

ISSUE STATEMENT:

BACKGROUND:

COUNCIL OPTIONS:

COMMITTEE REVIEW AND/OR RECOMMENDATION:

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

RELATED CITY POLICIES:

PRIOR COUNCIL ACTION:

LEGAL REVIEW:

Legal counsel reviewed as a part of Council packet

Legal counsel reviewed in advance of packet as an individual item

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

ATTACHMENTS:

FOR MORE INFORMATION:

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

SIGNATURE:



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



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

EVALUATION COMMITTEE SCORESHEET SUMMARY			
SOLICITATION #2026-0135R			
DESIGN SERVICES FOR THE EL PASO DOWNTOWN INTERNATIONAL PORTS ITS DESIGN & REGIONAL INTEGRATION PROJECT			
CONSULTANT	AECOM	HNTB	WILSON&CO
Rater 1	78	79	67
Rater 2	81	73	42
Rater 3	75	78	69
Total Rater Scores	234	230	178
References	7.66	8.48	9.5
Overall Score:	241.66	238.48	187.5

Rankings	Consultant
1	AECOM
2	HNTB
3	WILSON & CO

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 AECOM Technical Services, Inc., a California, USA, Foreign For-Profit Corporation Authorized to Transact Business in Texas, for a project known as “2026-0135R Design Services for the El Paso Downtown International Ports ITS Design & Regional Integration Project” for an amount not to exceed \$1,428,414.89; 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 \$1,528,414.89; 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** _____ **2026.**

CITY OF EL PASO:

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____ 2026, by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and AECOM Technical Services, Inc., a California, USA, Foreign For-Profit Corporation Authorized to Transact Business in Texas hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “**2026-0135R Design Services for the El Paso Downtown International Ports ITS Design & Regional Integration Project**” hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	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 **\$1,428,414.89** 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 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocated is **\$7,500,000.00**, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

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

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “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 shall apply, **including but not limited to:**

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

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

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

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

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

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 opinion 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.

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2026, by **Dionne Mack**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures Begin on Following Page)

ATTACHMENT "A"
SCOPE OF SERVICES

EXHIBIT A

SERVICES TO BE PROVIDED BY THE CITY OF EL PASO

Subject to availability, the services to be provided or performed by the City of El Paso will include, but not be limited to, the following items:

- A. Name, address and phone number of the City's Project Manager.
- B. As-builts, plans, accident data, traffic studies and any documentation which would assist in the completion of the project. This includes existing projects within the project area underway by other agencies including the Regional Mobility Authority and TxDOT.
- C. Any available Downtown Traffic Studies related to the Ports of Entry.
- D. TTI contact to coordinate on Port of Entry travel time calculations.
- E. Review recommendations offered by the Engineer, and approve or reject any or all work performed under this project.
- F. Periodically review progress of work.
- G. Internal coordination with applicable City Departments when necessary.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The work to be performed by the Engineer consists of providing engineering services required for performing a feasibility study and plans, specification, and estimate (PS&E) package for this Downtown (Paso Del Norte POE and Stanton POE) International Ports of Entry project. This includes:

1. Project Management and Administration
2. Phase 1 – Feasibility Study
 1. Develop specific Downtown POE ConOps technical memo
 2. Preliminary Engineering to identify ITS solutions that support traffic management during queues.
 3. Conduct stakeholder coordination meetings
 4. Attend Public Outreach Support for attendance at one public outreach event.
 5. Marketplace Assessment Technical Memo summarizing vendor matrices for ITS technologies.
 6. Solution for POE DMS Travel Time Display
 7. ITS and Cybersecurity Resilience Plan
3. Phase 2 - Plans, Specifications, Estimate
 1. Environmental Clearance
 2. Develop PS&E Design for the installation for the Downtown POE ITS system

DESIGN CRITERIA. The Engineer shall prepare all work in accordance with the latest version of applicable City procedures, specifications, manuals, guidelines, standard drawings, standard specifications or previously approved special provisions and special specifications to include the *Roadway Design Manual*, *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*, *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, *Plans Specifications and Estimates (PS&E) Preparation Manual*, *Traffic Signals Manual*, *Highway Illumination Manual*, *Procedures for Establishing Speed Zones*, *Transportation Research Board (TRB) Highway Capacity Manual*, *Institute of Transportation Engineers (ITE) Trip Generation Manual*, *American with Disabilities Act Accessibility Guidelines (ADAAG)*, the *Texas Accessibility Standards (TAS)*, the *American Association of City Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities*, *National Electrical Code (NEC)*, and other City approved manuals. When design criteria are not identified in City manuals, the Engineer shall notify the City and refer to the *AASHTO, A Policy on Geometric Design of Highways and Street* (latest edition).

RIGHT-OF-ENTRY AND COORDINATION. The Engineer shall notify the City and secure permission to enter private property to perform any surveying, engineering, or other activities needed for the City's right-of-way (ROW). In accordance with the City's policy,

the Engineer shall not commit acts which would result in damages to private property, and the Engineer shall make every effort to comply with the wishes and address the concerns of affected private property owners. The Engineer shall contact each property owner prior to any entry onto the owners' property, and shall request concurrence from the City prior to each entry.

1. PROJECT MANAGEMENT AND ADMINISTRATION

The Engineer, in association with the City's Project Manager, shall be responsible for directing and coordinating all activities associated with the project to comply with City policies and procedures, and to deliver that work on time.

Project Management and Coordination. The Engineer shall coordinate all subconsultant activity to include quality and consistency of plans and administration of the invoices and monthly progress reports. The Engineer shall coordinate with necessary local entities.

The Engineer shall:

1. Conduct a Kick-off Meeting with the City of El Paso
2. Prepare monthly written progress reports and invoices for each project.
3. Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each work authorization. The schedule submittals shall be in electronic format.
4. Meet on a biweekly basis with the City to review project progress.
5. Prepare, distribute, and file both written and electronic correspondence.
6. Prepare and distribute meeting minutes.
7. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

2. PHASE 1 - FEASIBILITY STUDY

1. Downtown ITS Ports of Entry Concept of Operations

The Engineer shall develop a Concept of Operations technical memorandum, up to 10 pages, depicting scenarios specific to the downtown Ports of Entry. The new technical memorandum for the Downtown POE ConOps shall include:

- References to the existing conditions, strategies, operational scenarios, performance management, and next steps related to the Downtown POE.
- Key stakeholders, along with their needs, roles and responsibilities with regard to the final system (e.g. operations, maintenance, sharing of data).

- Initial high-level requirements, distinguishing which are critically necessary vs. preferred where feasible.
- A description of the physical project concept in terms of the scale and density.

The technical memorandum includes PDF digital remediation to meet ADA compliance.

Deliverables:

- Downtown ITS Port of Entry ConOps Technical Memorandum – The submittal is independent of the PS&E and assumes one round of comments.

2. Preliminary Engineering

Data Review. The Engineer shall review the Stanton and Paso del Norte Port of Entry Area Traffic Study completed in 2025 and ITS Ports of Entry Concept of Operations.

The Engineer shall review the existing ITS inventory to identify locations to integrate ITS devices. Recommendations shall be discussed and coordinated with the City of El Paso.

Site Visit. The Engineer shall conduct site photo, video, and travel time observations during peak periods to review vehicle, pedestrian, and bicycle activity and queues near the Paso Del Norte POE and Stanton POE. The Engineer shall conduct a site visit to verify existing ITS equipment within the project limits. The project limits include:

- Stanton Street – Between Paisano Drive and Stanton POE (7 Intersections)
- El Paso Street – Between Paisano Drive and Paso del Norte POE (5 intersections)
- US 62 / Paisano Drive – Between Durango Street and Loop 375 East (14 intersections)
- Loop 375 – Between Paso del Norte POE and Zaragoza POE (about 12.5 miles)
- US 54 – Between Paisano Drive and Loop 375 (about 0.3 miles)

ITS POE Benchmark Matrix. The Engineer shall develop a comparison matrix for tools used to manage traffic near up to three (3) US ports of entry (e.g. DMS, CCTV, LMS, gates, queue management solutions) at up to five (5 ports of entry) using publicly available information.

Identify ITS Solutions. The Engineer shall identify solutions for the southbound queues and ITS solutions approaching the City of El Paso Downtown Ports of Entry. The ITS improvements shall be documented in presentation slides with associated order of magnitude cost.

Deliverables:

- Review data including existing documents and perform a site visit
- Develop an ITS POE benchmark matrix comparing ITS tools used for border traffic management

- Prepare ITS Solutions presentation slides including ITS device locations and order of magnitude cost estimate to be presented at the stakeholder meetings.
- Prepare a simple matrix identifying ITS technology to be deployed at the Downtown POE including ITS device locations and cost estimates.

3. Stakeholder Coordination Meetings

The Engineer shall have two coordination meetings with the City of El Paso and stakeholders (e.g., Customs and Border Protection (CBP), Texas Transportation Institute (TTI), TxDOT, and others) to discuss proposed deployments to prioritize the improvements. The Engineer shall phase ITS deployments based on priority and budget.

The Engineer is responsible for meeting with stakeholders to obtain all necessary data, standards, and specifications such as the City of El Paso, Federal, and State standards, among others.

Deliverables:

- Two coordination meetings with the City of El Paso and stakeholders

4. Public Outreach Support

The Engineer shall provide support for one (1) person attending one (1) public outreach event to assist with scope related questions.

Deliverables:

- One-person attendance at one public outreach event

5. Marketplace Assessment Technical Memorandum

The Engineer shall deliver a technical memorandum summarizing the ITS Marketplace Assessment comparison matrix for each technology. The technical memorandum includes PDF digital remediation to meet ADA compliance.

ITS Marketplace Assessment. The Engineer shall conduct an ITS marketplace assessment for the following solutions:

1. Lane Management Systems (LMS)
2. Explore the possibility of adding HELPAAlerts to send your selected messages (e.g., Bridge closed) via text alerts within a geospatial area.

The Engineer shall:

- a. Identify existing technologies and relevant applications from a vendor standpoint

(Up to three vendors per technology). Conduct research and contact vendors to determine which vendors and manufacturers supply equipment or material that currently serves the industry, which are relevant to standards and specifications. The Engineer shall submit relevant vendor documentation to the City, including any vendor product data sheets.

- b. Meet with vendors (up to 1 meeting per technology), if necessary, as determined by the City. Minimize travel, where possible by meeting with vendors via webinar. The City's reserves the right to attend any meetings with vendors.
- c. Develop a matrix in Microsoft Excel for each technology which describes all operating requirements in rows and estimated cost breakdowns of each vendor and option in columns. If cost breakdowns of individual options are not available, provide cost estimates of the base model for each major component as applicable. Such parameters could include maintenance considerations, technology resiliency and integration considerations, constructability, compatibility, considerations for future upgrades, operational considerations for the traveling public, etc. The matrix shall describe in full detail which options are relevant to which situations, and the costs/benefits of each option. Submit the matrix spreadsheet to the City for review and comment.
- d. Conduct a literature review of applicable subject matter. This literature review may consist of literature from other City departments of transportation, universities, and institutes and summarized in the Excel matrix described above.

Simplified ITS Vendor Matrix. The Engineer shall develop a simplified vendor matrix including device integration, pricing, lead times, maintenance requirements, resiliency considerations, data privacy, and Buy America compliance for the up to three (3) vendors for each of the following technologies based on web reviews and one survey:

1. Dynamic Message Signs (DMS) to display border crossing times and emergency communication
2. Detection Sensors / Bluetooth sensors to support verification of data or video analytics
3. Automatic gates for traffic management on arterial streets

Deliverables:

- Preliminary Engineering Tech Memorandum – Draft and Final
 - a. ITS Marketplace Assessment comparison matrix for up to two (2) technologies
 - b. Simplified vendor matrix for up to three (3) technologies

1. Solution for PoE DMS Travel Time Display

The Engineer shall provide City of El Paso with a solution for posting travel time messages calculated by TTI for border wait times to color DMSs provided by the City along selected city corridors and surface streets determined by AECOM. The plan is to use the Lonestar software to post TTI travel times/border wait times to the City DMS.

The Engineer shall facilitate up to four (4) meetings with City of El Paso, TxDOT, and TTI to discuss operations, format, roles, and responsibilities.

Deliverables:

- Up to four (4) meetings to coordinate with TTI and TxDOT to leverage LoneStar Software to display PoE DMS Travel Times/Border Wait Times.
- Develop action items and responsibility for TTI, TxDOT and City of El Paso to achieve the travel time/border wait times for DMS messaging. This may incur additional costs from TTI and TxDOT.

2. ITS and Cybersecurity Resilience Plan

The Engineer shall develop a high-level framework for ITS and Cybersecurity Resilience Plan including physical and cybersecurity of ITS infrastructure and components, in alignment with National Institute of Standards and Technology Cybersecurity Framework (NIST CSF) with considerations including FHWA guidelines, Cybersecurity and Infrastructure Security Agency (CISA) advisories, the National and Statewide ITS Architecture Security addendum, applicable statewide CSF, and Texas Statewide Transportation Resilience Plan (STRP).

Acknowledging that details related to Downtown POE ITS infrastructure may contain sensitive or security-restricted information, all activities and data collection shall be conducted as per Downtown POE's directions. The Downtown POE shall provide details required for this task on a need-to-know basis and at the Downtown POE's voluntary information disclosure and/or discretion. The City of El Paso and Downtown POE stakeholders shall determine the level of detail to be included in the framework (e.g., asset inventory, historical threats and incidents, etc.).

The Engineer shall include the following planning-level elements:

1. Perform a high-level literature review of applicable key cybersecurity frameworks, plans, standards, and protocols for the Downtown POE.
2. Perform a high-level inventory of assets to be included in the ITS and Cybersecurity Resilience Plan in collaboration with Downtown POE. Identify critical and interdependent assets, if applicable.
3. Identify and assess high-level key threats and hazards (including weather, physical and cyber-related) to the ITS assets in collaboration with Downtown POE. Utilize Texas Statewide Transportation Resilience Plan as one of the key resources.
4. Perform a high-level vulnerability/risk assessment using Texas Statewide Transportation Resilience Plan as one of the key resources. Identify critical assets in collaboration with Downtown POE.
5. Develop a high-level incident response prioritization matrix and recovery strategies to minimize disruptions to ITS assets and cross-border traffic operations.
6. Provide a list of recommendations/guidelines for enhancing ITS and cybersecurity resilience at the Downtown POE.

Deliverables:

- Protocol for documents handling and delivery, if applicable, shall be determined by City of El Paso and Downtown POE stakeholders.
- ITS and Cybersecurity Resilience Plan (up to three memo).
 - a. A memo containing a high-level literature review of applicable cybersecurity frameworks and inventory of ITS assets.
 - b. A memo containing list of threats and hazards, preliminary vulnerability assessment results.
 - c. A final memo encapsulating the information from the two memos, incident response strategies and prioritization matrix, and final recommendations.

3. ITS POE PHASE 2 - PLANS, SPECIFICATIONS, AND ESTIMATE

1. Environmental Clearance

The Engineer shall prepare the environmental technical reports and documentation required to obtain National Environmental Policy Act (NEPA) clearance for the project. TxDOT will serve as the lead federal agency for the environmental review, and all documents will comply with the latest TxDOT Environmental Compliance Toolkit requirements. Before initiating the environmental review, the Engineer will coordinate with the City and TxDOT to confirm the resource-specific technical reports and documentation needed for NEPA clearance. The Engineer will provide all information and responses necessary to complete Work Plan Development I and II. All deliverables shall meet regulatory requirements for legal sufficiency and adhere to the reporting standards outlined in the State’s latest NEPA Memorandum of Understanding (MOU). The Engineer will address review comments from the TxDOT District and, as applicable, from the TxDOT Environmental Affairs Division and other regulatory agencies. At the State’s request, the Engineer will manage the submission of the Work Plan Development materials and all deliverables through TxDOT’s Environmental Compliance Oversight System (ECOS). As a minimum, each technical report shall include Draft and Final versions along with a Comment Matrix.

It is assumed that:

- No parklands, recreational areas, or trails would be within the project area.
- No Air Quality Analysis, Traffic Noise Analysis, or Hazardous Materials ISA would be required.
- No USACE Pre-Construction Notification would be required.
- No Community Impact Analysis would be required.

2. Design

The Engineer shall develop a design for the Downtown POE ITS System for the Paso del Norte POE and Stanton POE. The scope includes the following design elements:

- Update the six (6) Existing WiFi sites to RFID

- Design up to five (5) DMS site locations and five (5) CCTV/Bluetooth sensor site locations on highways or arterials (e.g., LP375)

The design for the Downtown Block Queue Management design includes the following design elements:

- Gates (automatic or manual) as needed
- Signing and striping
- Opportunities for Dynamic Lane Signing
- Opportunities for pedestrian improvements

Design shall meet all City, State, and Federal requirements and local regulations and ordinances.

The Engineer shall submit a turnkey design product. The Engineer shall follow State design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State of Texas.

The Engineer shall comply with the City of El Paso Capital Improvement Department Drawing Guidelines.

The Engineer shall provide design services, contract documents, estimates and specifications and prepare construction contracts and an Engineer's Report, if requested.

The Engineer shall prepare both design and performance specifications. The Engineer shall provide a guide schedule of testing and sampling meeting current TxDOT specifications. Buy America must be enforced during the design process.

The Engineer shall respond to comments regarding constructability, operability reviews on proposed construction projects and assist the City with but not limited to the following items: review of proposed construction projects including such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes, references, and lack of coordination between the drawings of all disciplines involved in the project.

Utility Coordination:

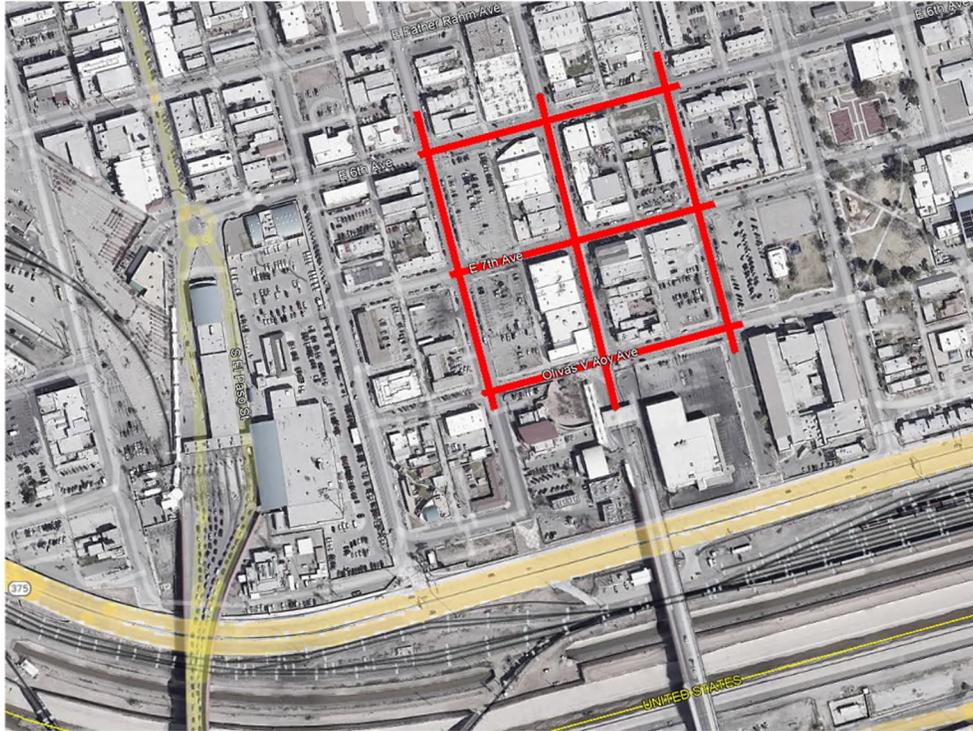
The firm shall be responsible to coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase (Quality Level D). All existing utility structures shall be shown on the preliminary design plan submittal as provided in 811 call and utility coordination meetings. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent

of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City of El Paso Project Manager and the utility company or interested parties to resolve the dispute. The firm on behalf of the City of El Paso shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, EPWU can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date. Coordinate with El Paso County Water Improvement District (EPCWID) if devices are required to be installed within EPCWID right of way.

Survey:

The consultant shall provide a survey by a licensed surveyor including visible roadway features, break lines, signs, pavement markings, and utility markings for the following limits:

- Downtown roadways within public right of way, centered around Stanton Street, bordered by as shown in figure below:
 - South Mesa Street to the west
 - South Kansas Street to the east
 - E 6th Avenue to the north
 - Olivas V Aoy Avenue to the south
 - including Stanton Street north of Stanton POE
- Up to 10 locations along highway (4 locations) or arterial streets (6 locations). Each area includes ROW to ROW for a length of 200 ft. (100' on both sides of the proposed ITS equipment location). Specific locations to be determined for the purpose of installing ITS equipment.



Map of Downtown Area Work Area

60% Design:

The consultant shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (60% complete)
- Demolition Plan (60% complete)
- Construction Notes (60% complete)
- Traffic Control Plan (TCP) Sequence of Work and applicable standards (60%)
- ITS Plan (60% complete)
- Signing and Marking Plan as applicable (60% complete)
- Storm Water Pollution Prevention Plan (60% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (60% complete)
- Outline of Specs (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Environmental Documentation
- Design Criteria
- City Design Review Meeting (CDR)
- Preliminary Engineer's Seal

City of El Paso Downtown Port of Entry

- Contract time determination
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form if Applicable
- Redlines showing quality control
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the firm must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

90% Design:

The consultant shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Traffic Control Plan (TCP) Sequence of Work and applicable standards (100%)
- ITS Plan (100% complete)
- Signing and Marking Plan as applicable (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Environmental Documentation
- Design Criteria
- City Design Review Meeting (CDR)
- 60% complete action items report and complete review comment forms
- Preliminary Engineer's Seal
- Contract time determination
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form if Applicable
- Performance end date
- Redlines showing quality control
- Utility status and coordination report
- Buy America Matrix
- Testing frequency schedule

If the City considers the submittal as not compliant to the above-required completion percentages, the firm must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

100% Design:

The firm shall re-submit the 90% documentation with City and TxDOT's comments addressed.

The firm shall provide an electronic copy of all approved Environmental documents.

RTL Design:

The firm shall re-submit the 100% documentation with City and TxDOT's comments addressed.

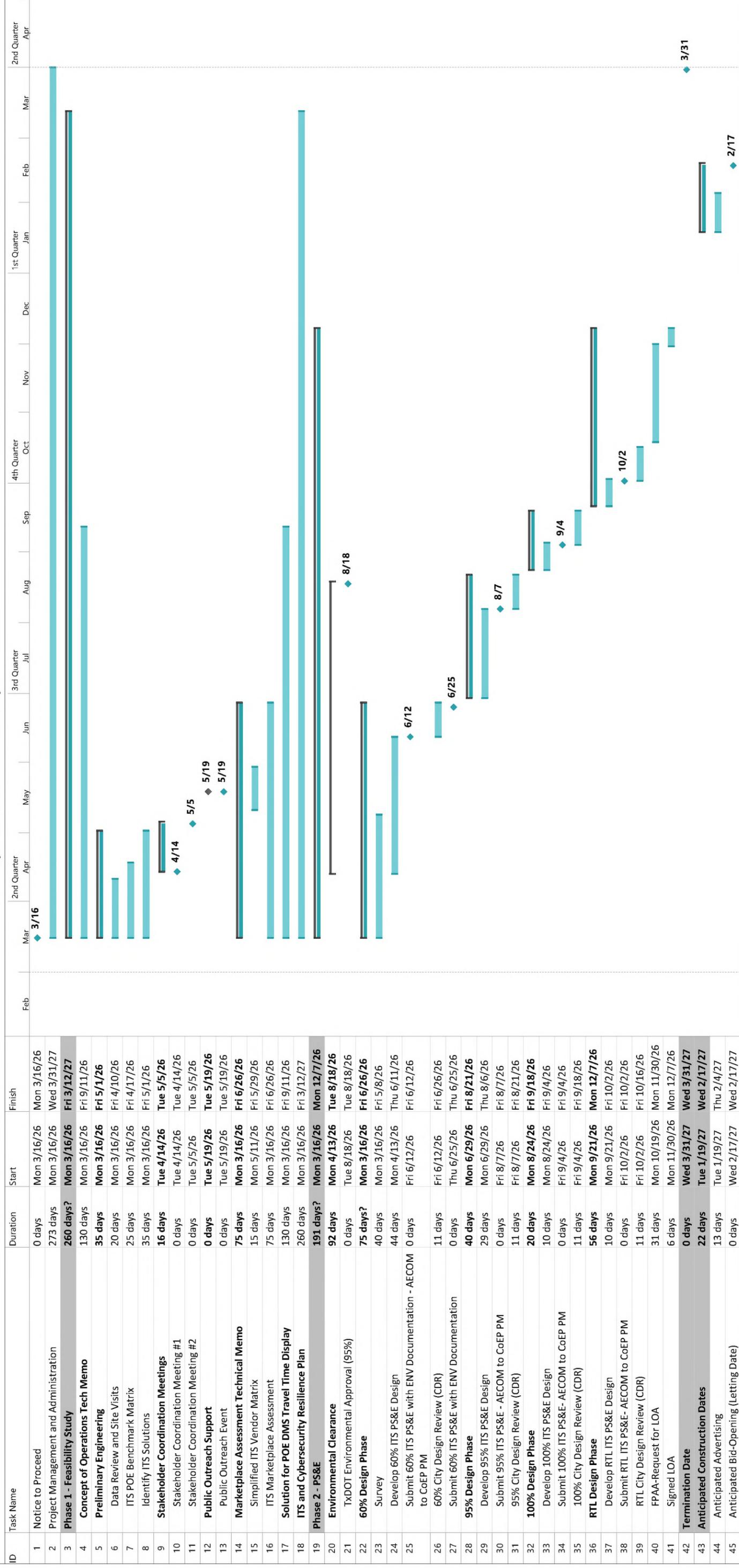
The firm shall provide an electronic copy of all approved Environmental documents.

Deliverables: (Payment for Design Deliverables is Lump Sum):

- PS&E for Downtown POE Phase 2
 - 60% Design Submittal
 - 90% Design Submittal
 - 100% Design Submittal
 - RTL Design Submittal

4. BIDDING AND CONSTRUCTION PHASE SERVICES (NOT INCLUDED)

City of El Paso Downtown Port of Entry



ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Mon 3/16/26	Mon 3/16/26
2	Project Management and Administration	273 days	Mon 3/16/26	Wed 3/31/27
3	Phase 1 - Feasibility Study	260 days?	Mon 3/16/26	Fri 3/12/27
4	Concept of Operations Tech Memo	130 days	Mon 3/16/26	Fri 9/11/26
5	Preliminary Engineering	35 days	Mon 3/16/26	Fri 5/1/26
6	Data Review and Site Visits	20 days	Mon 3/16/26	Fri 4/10/26
7	ITS POE Benchmark Matrix	25 days	Mon 3/16/26	Fri 4/17/26
8	Identify ITS Solutions	35 days	Mon 3/16/26	Fri 5/1/26
9	Stakeholder Coordination Meetings	16 days	Tue 4/14/26	Tue 5/5/26
10	Stakeholder Coordination Meeting #1	0 days	Tue 4/14/26	Tue 4/14/26
11	Stakeholder Coordination Meeting #2	0 days	Tue 5/5/26	Tue 5/5/26
12	Public Outreach Support	0 days	Tue 5/19/26	Tue 5/19/26
13	Public Outreach Event	0 days	Tue 5/19/26	Tue 5/19/26
14	Marketplace Assessment Technical Memo	75 days	Mon 3/16/26	Fri 6/26/26
15	Simplified ITS Vendor Matrix	15 days	Mon 5/11/26	Fri 5/29/26
16	ITS Marketplace Assessment	75 days	Mon 3/16/26	Fri 6/26/26
17	Solution for POE DMS Travel Time Display	130 days	Mon 3/16/26	Fri 9/11/26
18	ITS and Cybersecurity Resilience Plan	260 days	Mon 3/16/26	Fri 3/12/27
19	Phase 2 - PS&E	191 days?	Mon 3/16/26	Mon 12/7/26
20	Environmental Clearance	92 days	Mon 4/13/26	Tue 8/18/26
21	TXDOT Environmental Approval (95%)	0 days	Tue 8/18/26	Tue 8/18/26
22	60% Design Phase	75 days?	Mon 3/16/26	Fri 6/26/26
23	Survey	40 days	Mon 3/16/26	Fri 5/8/26
24	Develop 60% ITS PS&E Design	44 days	Mon 4/13/26	Thu 6/11/26
25	Submit 60% ITS PS&E with ENV Documentation - AECOM to CoEP PM	0 days	Fri 6/12/26	Fri 6/12/26
26	60% City Design Review (CDR)	11 days	Fri 6/12/26	Fri 6/26/26
27	Submit 60% ITS PS&E with ENV Documentation	0 days	Thu 6/25/26	Thu 6/25/26
28	95% Design Phase	40 days	Mon 6/29/26	Fri 8/21/26
29	Develop 95% ITS PS&E Design	29 days	Mon 6/29/26	Thu 8/6/26
30	Submit 95% ITS PS&E - AECOM to CoEP PM	0 days	Fri 8/7/26	Fri 8/7/26
31	95% City Design Review (CDR)	11 days	Fri 8/7/26	Fri 8/21/26
32	100% Design Phase	20 days	Mon 8/24/26	Fri 9/18/26
33	Develop 100% ITS PS&E Design	10 days	Mon 8/24/26	Fri 9/4/26
34	Submit 100% ITS PS&E - AECOM to CoEP PM	0 days	Fri 9/4/26	Fri 9/4/26
35	100% City Design Review (CDR)	11 days	Fri 9/4/26	Fri 9/18/26
36	RTL Design Phase	56 days	Mon 9/21/26	Mon 12/7/26
37	Develop RTL ITS PS&E Design	10 days	Mon 9/21/26	Fri 10/2/26
38	Submit RTL ITS PS&E - AECOM to CoEP PM	0 days	Fri 10/2/26	Fri 10/2/26
39	RTL City Design Review (CDR)	11 days	Fri 10/2/26	Fri 10/16/26
40	FPAA-Request for LOA	31 days	Mon 10/19/26	Mon 11/30/26
41	Signed LOA	6 days	Mon 11/30/26	Mon 12/7/26
42	Termination Date	0 days	Wed 3/31/27	Wed 3/31/27
43	Anticipated Construction Dates	22 days	Tue 1/19/27	Wed 2/17/27
44	Anticipated Advertising	13 days	Tue 1/19/27	Thu 2/4/27
45	Anticipated Bid-Opening (Letting Date)	0 days	Wed 2/17/27	Wed 2/17/27

Legend for Gantt Chart:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond symbol
- Summary: Thick blue bar
- Project Summary: Thin blue bar
- Inactive Task: Light blue bar
- Inactive Milestone: Light blue diamond
- Inactive Summary: Light blue bar
- Manual Task: Grey bar
- Manual Summary: Grey bar
- Manual Milestone: Grey diamond
- Start-only: Blue bar with start cap
- Manual Summary Rollup: Blue bar with start and end caps
- Finish-only: Blue bar with end cap
- External Milestone: Grey diamond
- External Summary: Grey bar
- External Task: Grey bar
- Manual Progress: Blue bar with diamond
- Deadline: Blue bar with diamond
- Progress: Blue bar with diamond

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

EXHIBIT D - FEE SCHEDULE
Method of Payment - Lump Sum

Firm Summary				
	Labor Cost	Expenses	Sub Markup	Total
AECOM Technical Services, Inc.	\$ 1,227,424.88	\$ 12,507.00	\$ 17,134.82	\$ 1,257,066.70
Villaverde Inc.	\$ 29,972.59	\$ 280.60	-	\$ 30,253.19
Brock & Bustillos, Inc.	\$ 138,015.00	-	-	\$ 138,015.00
Julie Gereda	-	\$ 3,100.00	-	\$ 3,100.00
Total (Lump Sum)	\$ 1,395,412.47	\$ 15,867.60	\$ 17,134.82	\$ 1,428,414.89

Task	Labor & Expenses Summary				Subcontractor				Total	
	AECOM Technical Services, Inc.		Villaverde, Inc.		Brock & Bustillos, Inc.		Julie Ericson Gereda		Hours	Loaded Labor
	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Loaded Labor
1	Project Management and Administration	968	\$ 211,212.62						968	\$ 211,212.62
2	Downtown POE Phase 1 - Feasibility Study	1,883	\$ 432,708.39	18	\$ 1,713.36				1,901	\$ 434,421.75
2.1	Downtown POE Concept of Operations Tech Memo	175	\$ 31,823.39						175	\$ 31,823.39
2.2	Preliminary Engineering	308	\$ 56,495.38	18	\$ 1,713.36				326	\$ 58,208.74
2.3	Stakeholder Coordinations Meetings	128	\$ 28,005.68						128	\$ 28,005.68
2.4	Public Outreach Support	8	\$ 2,747.76						8	\$ 2,747.76
2.5	Marketplace Assessment Technical Memo	374	\$ 57,650.16						374	\$ 57,650.16
2.6	Solution for POE DMS Travel Time Display	162	\$ 50,015.74						162	\$ 50,015.74
2.7	ITS and Cybersecurity Resilience Plan	728	\$ 205,970.28						728	\$ 205,970.28
3	Downtown POE Phase 2 - Plans, Specifications, and Estimate	3,261	\$ 583,503.87	347	\$ 28,259.23				3,608	\$ 611,763.10
3.1	Environmental Clearance	215	\$ 29,706.91						215	\$ 29,706.91
3.2a	Utility Coordination & Survey	99	\$ 17,602.19						99	\$ 17,602.19
3.2b	Design - ITS System	2,485	\$ 452,026.65						2,485	\$ 452,026.65
3.2c	Design - Downtown Blocks Queue Management	482	\$ 84,168.12	347	\$ 28,259.23				829	\$ 112,427.35
4	Bidding and Construction Phase Services (Not Included)									
	Other Direct Expenses		\$ 12,507.00		\$ 280.60					\$ 12,787.60
			\$ 17,134.82							\$ 17,134.82
	Total (Lump Sum)	6,112	\$ 1,257,066.70	365	\$ 30,253.19		\$ 138,015.00		3,100.00	\$ 1,428,414.89

VILLAVARDE INC.
PROJECT: City of El Paso ITS POE Paso Del Norte & Stanton St.

Task Description	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	Senior Engineering Technician	Engineering Technician	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN / CLERICAL (ENG)	TOTAL LABOR HOURS	TOTAL LABOR COST
3. Plans, Specifications and Estimates (PS&E)												
FC 162: Signing, Pavement Markings and Signalization												
Quantity of Summary Sheets			6	1	12	8	0	15			42	\$ 3,621.96
General Notes and Specifications			1								1	\$ 115.50
Signing layouts			2	8	12	15	0	32			69	\$ 5,544.04
Pavement Markings Layout			6	12	8	24	0	36			86	\$ 7,109.98
Street Names (not included)											0	\$ -
Summary of Small Signs				2	2	4	0	12			20	\$ 1,468.53
Guided Signs				2	4	8	0	4			22	\$ 2,067.50
Special Signs-ITS			3	6	6	12	0	15			42	\$ 3,596.51
Thirty Intersection Details (not included)											0	\$ -
Standards			1	4	4	1	0	12		0	22	\$ 1,735.27
60% Design Submittal			1	1	2			2		1	5	\$ 377.34
90% Design Submittal			1	1	1			6			9	\$ 652.27
100% Design Submittal			1	1	2			10			13	\$ 872.39
RTL Design Submittal			2	2	2			12		1	16	\$ 1,097.94
HOURS SUB-TOTALS	0	0	26	37	55	72	0	156	0	1	347	
CONTRACT RATE PER HOUR	\$177.62	\$119.04	\$115.50	\$113.09	\$103.30	\$93.85	\$77.04	\$55.03	\$45.34	\$48.48		
TOTAL LABOR COSTS	\$0.00	\$0.00	\$3,003.03	\$4,184.44	\$5,681.61	\$6,757.30	\$0.00	\$8,584.38	\$0.00	\$48.48		\$28,259.23
% DISTRIBUTION OF STAFF HOURS	0.00%	0.00%	7.49%	10.66%	15.85%	20.75%	0.00%	44.96%	0.00%	0.29%		
2. Downtown POE Phase 1 - Feasibility Study												
Preliminary Engineering Support												
Preliminary Engineering Support			6		8	0					4	\$ 1,713.36
HOURS SUB-TOTALS	0	0	6	0	8	0	0	0	0	4	18	
CONTRACT RATE PER HOUR	\$177.62	\$119.04	\$115.50	\$113.09	\$103.30	\$93.85	\$77.04	\$55.03	\$45.34	\$48.48		
TOTAL LABOR COSTS	\$0.00	\$0.00	\$693.01	\$0.00	\$826.42	\$0.00	\$0.00	\$0.00	\$0.00	\$193.93		\$1,713.36
% DISTRIBUTION OF STAFF HOURS	0.00%	0.00%	33.33%	0.00%	44.44%	0.00%	0.00%	0.00%	0.00%	22.22%		
TOTAL PROJECT HOURS	0	0	32	37	63	72	0	156	0	5	365	
PROJECT TOTALS	\$0.00	\$0.00	\$3,696.04	\$4,184.44	\$6,508.02	\$6,757.30	\$0.00	\$8,584.38	\$0.00	\$242.42		\$29,972.59
TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS	0.00%	0.00%	8.77%	10.14%	17.26%	19.73%	0.00%	42.74%	0.00%	1.37%		

VILLAVERDE INC.

PROJECT: City of El Paso ITS POE Paso Del Norte & Stanton St.

OTHER DIRECT EXPENSES

Other Direct Expenses	UNITS		RATE	
Lodging/Hotel (Taxes/fees not included)	0	night	96.00	\$0.00
Lodging/Hotel Taxes/fees	0	night	40.00	\$0.00
Meals (overnight stay required)	0	day	55.00	\$0.00
Rental Car (Tax/fees not included)	0	day	90.00	\$0.00
Rental Car Taxes/fees	0	day	25.00	\$0.00
Rental Car fuel	0	day	25.00	\$0.00
Mileage	240	mile	0.565	\$135.60
SUV or ATV Rental	0	day	150.00	\$0.00
Air Travel	0	each	675.00	\$0.00
Parking	5	day	25.00	\$125.00
Taxi/Cab fare	0	each	40.00	\$0.00
Standard Postage (Current State rate)	0	letter	0.55	\$0.00
Overnight express-letter size	0	each	15.00	\$0.00
Overnight express-oversized box	0	each	40.00	\$0.00
Courier Services	0	each	35.00	\$0.00
8½"X11" B/W Paper Copies	0	each	0.20	\$0.00
11"X17" B/W Paper Copies	0	each	0.40	\$0.00
8½"X11" Color Paper Copies	0	each	0.75	\$0.00
11"X17" Color Paper Copies	0	each	1.50	\$0.00
CADD Plotting	0	linear foot	1.50	\$0.00
Digital Ortho Plotting	0	linear foot	1.75	\$0.00
Law Enforcement/Uniform Officer	0	hour/officer	80.00	\$0.00
Notebooks	0	each	10.00	\$0.00
Hazardous Materials Database Search	0	per search	600.00	\$0.00
Report Binding	0	each	8.00	\$0.00
Presentation Boards 30'X40" Color Mount	0	each	100.00	\$0.00
Color Graphics on Foam Board	0	sq. ft.	10.00	\$0.00
Custodian for Public Involvement	0	event	300.00	\$0.00
Audio-Visual Equipment Rental (technical)	0	event	500.00	\$0.00
Env. Field Supplies (lathes, stakes, flagging, spray paint, etc.)	0	day	50.00	\$0.00
Translator (English to Spanish)	0	hour	100.00	\$0.00
Court Reporter	0	hour	125.00	\$0.00
Newspaper Advertisement	0	each	4,000.00	\$0.00
Plots (B/W on Bond)	0	linear foot	0.75	\$0.00
Plots (Color on Bond)	0	linear foot	1.75	\$0.00
Plots (Color on Photographic Paper)	0	linear foot	5.00	\$0.00
Other Direct Expense Total				\$260.60



ROMAN BUSTILLOS, P.E.
President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

January 27, 2026

VIA E-MAIL: victor.delagarza@aecom.com

AECOM - El Paso
221 N. Kansas St.
El Paso, Texas 79901

Attn: Mr. Victor De La Garza, P.E.

Re: City of El Paso ITS at the PDN and Stanton Street Ports of Entry being South Stanton Street, South Kansas Street and South Mesa Street Rights-of Ways within Campbell Addition, City of El Paso, El Paso County, Texas
Proposal No. 2026-0102REV

Dear Mr. De La Garza:

We appreciate the opportunity to present to you our proposal for Professional Surveying and Engineering Services for the referenced project. The following are our proposed Scopes of Work based on the information received:

SCOPE OF WORK I (Utilities Coordination):

1. Coordinate design of proposed ITS infrastructure design with all affected utility companies and interested parties within the project area;
2. Verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase;
3. Meet with all affected utility companies and interested parties to discuss proposed ITS infrastructure design;
4. Maintain correspondence records with utility companies and interested parties including need and extent of relocation;
5. If a dispute/conflict arises, schedule meeting between the City of El Paso Project Manager and the utility company or interested parties to resolve the dispute;
6. Assist on behalf of the City of El Paso for request to utility companies or interested parties' relocation of utility lines that conflict with proposed ITS infrastructure improvements;
7. Coordinate relocation efforts with the utility companies and interested parties and advise them of the City of El Paso policy to minimize pavement cuts on new roadways so as to conduct relocation prior to potential pavement replacement as part of the proposed ITS infrastructure improvements;
8. Maintain correspondence records and meeting minutes that will be submitted to the City of El Paso with each design phase;
9. Submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase; and
10. Complete all utility coordination prior to final design phase.

SCOPE OF WORK II (Survey):

1. Initiate a Texas 811 Call before you dig utility locating ticket for subject downtown streets;
2. Coordinate safety measures with traffic control contractor;
3. Locate and measure any horizontal/vertical survey control near downtown project streets;

AECOM - El Paso

Attn: Mr. Victor De La Garza, P.E.

RE: ITS at the PDN and Stanton Street Ports of Entry

Proposal No.: 2026-0102REV

January 27, 2026

Page 2 of 4

4. Perform a topographic and improvement survey of approximately 875 linear feet of South Stanton Street Rights-of-Ways between Sixth Avenue and Stanton Port of Entry as shown on exhibit provided by the client and attached hereto;
5. Perform a topographic and improvement survey of approximately 875 linear feet of South Kansas Street Rights-of-Ways between Sixth Avenue and Olivas V Aoy Avenue (Eighth Avenue) as shown on exhibit provided by the client and attached hereto;
6. Perform a topographic and improvement survey of approximately 875 linear feet of South Mesa Street Rights-of-Ways between Sixth Avenue and Olivas V Aoy Avenue (Eighth Avenue) as shown on exhibit provided by the client and attached hereto;
7. Perform a topographic and improvement survey of approximately 750 linear feet of Sixth Avenue Rights-of-Ways between South Mesa Street and South Kansas Street as shown on exhibit provided by the client and attached hereto;
8. Perform a topographic and improvement survey of approximately 750 linear feet of Seventh Avenue Rights-of-Ways between South Mesa Street and South Kansas Street as shown on exhibit provided by the client and attached hereto;
9. Perform a topographic and improvement survey of approximately 750 linear feet of Olivas V Aoy Avenue (Eighth Avenue) Rights-of-Ways between South Mesa Street and South Kansas Street as shown on exhibit provided by the client and attached hereto;
10. Establish up to four (4) temporary benchmarks near said downtown project streets for use during construction activities;
11. Initiate a Texas 811 Call before you dig utility locating ticket for the ten (10) random arterial locations;
12. Coordinate safety measures with traffic control contractor to work on Txdot roads;
13. Locate and measure any horizontal/vertical survey control near the ten (10) random arterial locations;
14. Perform a topographic and improvement survey at four (4) random locations along Loop 375 or similar highway. Each location will include a topographic and improvement survey of a 200 feet wide area (100 feet on both sides of the proposed ITS equipment location) for the entire width of the highway right-of-way. Locations to be provided by the client at a later time;
15. Perform a topographic and improvement survey at six (6) random locations along Paisano Drive or similar arterial. Each location will include a topographic and improvement survey of a 200 feet wide area (100 feet on both sides of the proposed ITS equipment location) for the entire width of the arterial right-of-way. Locations to be provided by the client at a later time;
16. Establish two (2) temporary benchmarks at each of the ten (10) random arterial locations for use during construction activities;
17. Horizontal datum will be referenced to the Texas State Plane Coordinate System, Central Zone 4203, NAD 83 (2011) and will be scaled to surface;
18. Elevations will be referenced to the North American Vertical Datum of 1988, (NAVD88);
19. Topographic data will include roadway features, break lines, signs, pavement markings, walls, fences, trees, shrubs, and utility markings;
20. Prepare right-of-way, topographic and improvement base survey map with a one-foot contour interval; and
21. Deliver one (1) pdf and one (1) MicroStation DGN file of the right-of-way and topographic base map to AECOM.

EXEMPTIONS:

The following is excluded unless otherwise requested: boundary survey; metes and bounds description; survey control sheets; construction staking; as-built survey; Title Commitment; ALTA/NSPS Land Title Survey; subdivision plat; elevation certificate(s); rezoning application(s); special permit application(s); all permit and application submittal fees; landscaping and/or irrigation plans; illumination and electrical design; right-of-way staking; staking of new city monuments; verification of elevations for new city monuments;

AECOM - El Paso

Attn: Mr. Victor De La Garza, P.E.
RE: ITS at the PDN and Stanton Street Ports of Entry
Proposal No.: 2026-0102REV
January 27, 2026
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traffic impact analysis or investigations; preparation of as-built plans; preparation of Storm Water Pollution Prevention Plan [SWPPP]; implementation and monitoring of SWPPP through construction activities; city or county permit fees; TxDOT permit fees; filing fees; tax certificates; pavement design; fire access road design; parking lot design; grading and drainage plans; subdivision improvements design; sub-surface utility engineering and mapping; all fire suppression related coordination and improvement plans; ADA and TDLR review, construction commencement notification and inspection; any extended Construction Administrative services; one year warranty walk through; and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above scope of work I per project schedule.

Brock & Bustillos Inc. will complete the above scope of work II within forty-five [45] workdays after receiving notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be compensated based on a Lump Sum Amount of **\$30,685.00** for the above Scope of Work I.

We propose that Brock & Bustillos Inc. be compensated based on a Lump Sum Amount of **\$107,330.00** for the above Scope of Work II.

Charges for any additional work not listed in the above Scope of Work will be done in accordance with the attached "Other Terms and Conditions."

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "AECOM - El Paso" or Brock & Bustillos Inc., by seven days' written notice to the other. Upon termination, "AECOM - El Paso" will owe Brock & Bustillos Inc. for all compensation earned under this Agreement up to the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed proposal as our authorization to proceed with the above Scope of Work. Please call if you have any questions concerning this proposal. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Sergio J. Adame, P.E.
Vice President Engineering

AUTHORIZATION TO PROCEED

Name: _____

Title: _____

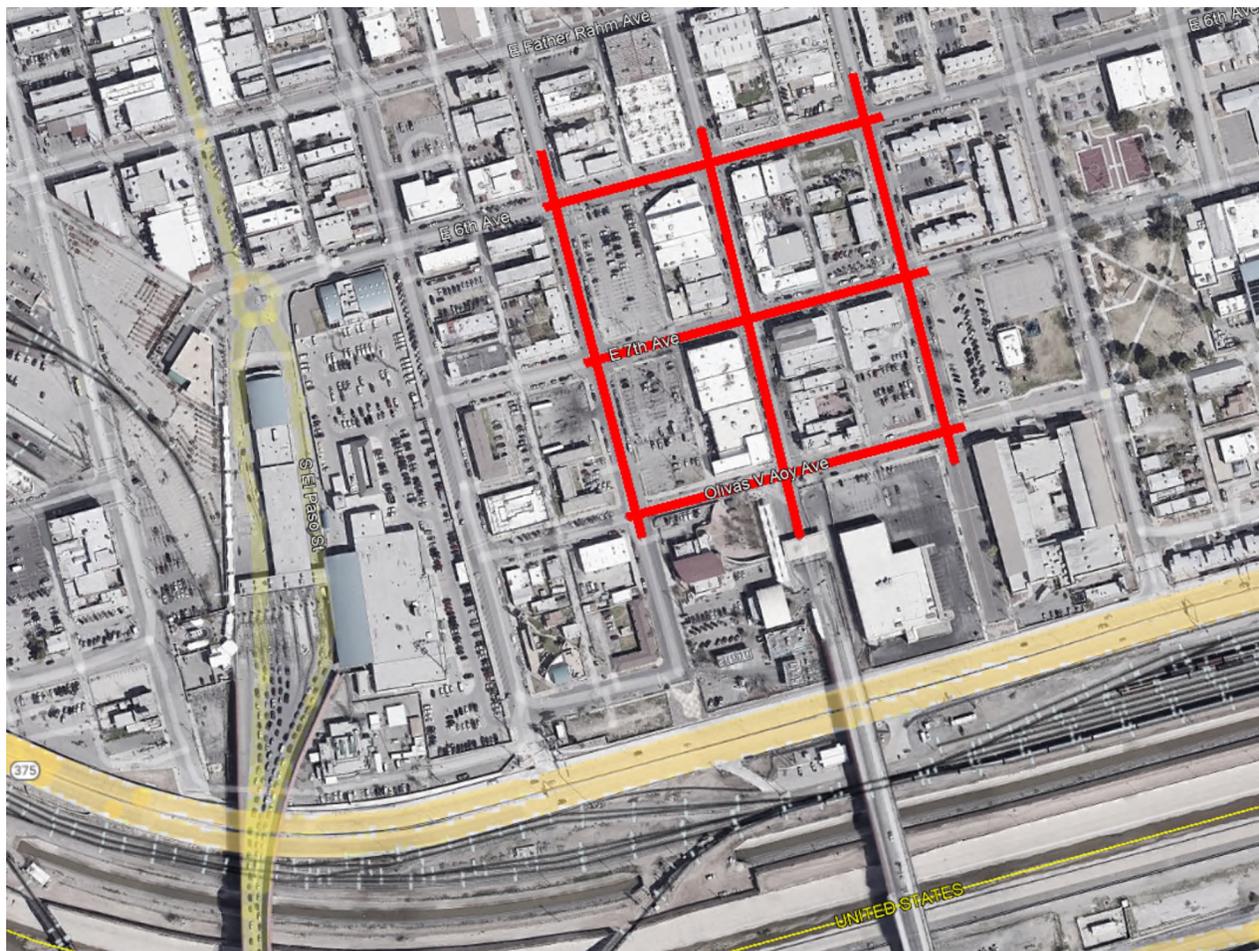
Signature: _____

Date: _____

P.O./REF. No.: _____

Attachment: [1] Other Terms & Conditions
[2] Downtown Streets Topo Limits Exhibit

Downtown Streets Topo Limits Exhibit



JULIE ERICSON GEREDA
ARCHITECT / REGISTERED ACCESSIBILITY SPECIALIST.LLC

January 7, 2026

Mr. Victor De La Garza, P.E.
Vice President
Traffic/Planning Division Manager, Gulf Coast Transportation
AECOM
22 N. Kansas Street, Suite 902
El Paso, Texas 79901

RE: Proposal for TAS Registration, Plan Review and Inspection Services

Project Name: ITS Infrastructure Improvements at the Paso Del Norte POE and Stanton POE International Ports of Entry
Project Address: El Paso, Texas
Project Designer: AECOM
Estimated Cost of Construction: \$ 5,000,000 to \$10,000,000

Dear Mr. De La Garza,

Thank you for the opportunity to provide a proposal to provide you with the TAS Registration, Plan Review, and Inspection for the above referenced project.

Based on my standard fee schedule and the reported estimated construction cost between \$5,000,000 and \$10,000,000, my proposed fee is as follows:

TDLR FILING FEE:	\$ 300.00
<u>TAS PLAN REVIEW FEE:</u>	<u>\$ 1,400.00</u>
<u>TAS INSPECTION FEE:</u>	<u>\$ 1,400.00</u>
TOTAL:	\$ 3,100.00

Once my proposal is approved and payment is received, I am available to begin and complete the work. Inspection Fees are not due until the project construction is complete. Payment can be made by check mailed to the address below or electronically.

Please let me know if you have any questions, comments or concerns. I look forward to this opportunity to work with you. Thank you for this opportunity.

Sincerely,



Julie Ericson Gereda
Architect
Registered Accessibility Specialist

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

For the “**2026-0135R Design Services for the El Paso Downtown International Ports ITS Design & Regional Integration Project**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings,**” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications.**” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all

bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT SCHEDULE**

For the project known as “**2026-0135R Design Services for the El Paso Downtown International Ports ITS Design & Regional Integration Project**” hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$1,428,414.89** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Payment to Consultant

Project Management and Administration	\$ 211,212.62
Downtown POE Phase 1- Feasibility Study	\$ 434,421.75
Downtown POE Phase 2	\$ 611,763.10
Other Direct Expenses (Material/Subconsultant Markup)	\$ 171,017.42
Total	\$ 1,428,414.89

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

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

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

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

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

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

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

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

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

DELIVERABLE SCHEDULE

CONCEPT PHASE

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall

submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

ATTACHMENT "E"
INSURANCE CERTIFICATE

